



128 S Main St.
PO Box 445
Condon, OR 97823
P: 541-384-2711
F: 541-384-2700
<http://cityofcondon.com/>

AGENDA REGULAR CITY COUNCIL MEETING

WEDNESDAY, DECEMBER 3, 2025, 7:00 PM

Meeting ID: 883 9164 4653
Passcode: 269906

https://us02web.zoom.us/join/88391644653?signature=LrAoIK_XLaCQi7cuGi8NKDiSSk4yGj2i4bBALo4Itp8

1. CALL REGULAR MEETING TO ORDER
2. ROLL CALL
3. ADDITIONS TO AGENDA
 - 3.1. ** Review & Approve the E-Waste Service Agreement with URT
 - 3.2. ** Accept Councilor Dawn Parm's Resignation & Declare Position Open
4. PUBLIC COMMENT
 - 4.1. The council may hear discussion of unannounced items from the floor and comments on the agenda items. Comments are limited to five (5) minutes.
5. CONSENT AGENDA
 - 5.1. Review & Approve the November 5, 2025 Regular Condon City Council Meeting Minutes
 - 5.2. Review & Approve the November 12, 2025 Special Meeting & Executive Session Meeting Minutes
 - 5.3. Review & Approve November 24, 2025 Special Meeting & Executive Session Minutes
 - 5.4. Review Accounts Payable and VISA Statements
6. OLD BUSINESS
 - 6.1. Condon Grade School Update
 - 6.2. Fairway Housing Subdivision Update
 - 6.3. Condon Community Swimming Pool Update
 - 6.4. City Administrator Recruitment Update
7. NEW BUSINESS
 - 7.1. Review & Approve the 2024-25 Audit Correction Action Plan — Oregon Secretary of State
 - 7.2. Add & Remove Signers to Bank of Eastern Oregon and Oregon Local Government Investment Pool Accounts
 - 7.3. Review & Discuss Contracts for S. Main Street Sidewalk Project - Anderson, Perry & Associates & Gilliam County Grant
 - 7.4. Oregon Frontier Chamber of Commerce Update & Fund Request
 - 7.5. ** Review & Approve the E-Waste Service Agreement with URT
 - 7.6. ** Accept Councilor Dawn Parm's Resignation & Declare Position Open

8. STAFF REPORTS

- 8.1. Public Works – Public Works Superintendent Gibb Wilkins**
- 8.2. Police & Fire – Gilliam County Sheriff Gary Bettencourt**
- 8.3. Administration – City Administrator Kathryn Greiner**

9. COUNCIL INFORMATION

- 9.1. Gilliam County Special Transportation Release of City Shop Lease**

10. NEXT REGULAR MEETING DATE

- 10.1. The next regular Condon City Council meeting will be held Wednesday, January 7, 2026, 7 p.m. at City Hall**

11. ADJOURN REGULAR MEETING

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours prior to the meeting. Please contact Condon City Administrator at (541) 384-2711 to make a request for an interpreter or other accommodations.

Agenda prepared and distributed November 26, 2025



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MINUTES REGULAR CITY COUNCIL MEETING

WEDNESDAY, NOVEMBER 5, 2025, 7:00 PM

1. CALL REGULAR MEETING TO ORDER

Council President Jan Stinchfield called the meeting to order at 7 p.m.

2. ROLL CALL

Present: Councilor Jan Stinchfield, Tom Fatland, Jeremy Kirby, Hanna Bass, Michael Durfey and Dawn Parm; Staff - City Administrator Kathryn Greiner, Public Works Superintendent Gibb Wilkins and Gilliam County Sheriff Gary Bettencourt.

Absent: Mayor Dustan Hall

3. ADDITIONS TO AGENDA

3.1. **** Review & Approve October 1, 2025 Special Meeting and Executive Session Meeting Minutes**

4. PUBLIC COMMENT

4.1. **The council may hear discussion of unannounced items from the floor and comments on the agenda items. Comments are limited to five (5) minutes.**

Sheriff Gary Bettencourt introduced Lt. Rick Brown as Gilliam County Sheriff Office second in command. Lt. Brown worked for the GCSO 2012-16 and returned recently to GCSO.

5. CONSENT AGENDA

5.1. **Review & Approve the October 1, 2025 Condon Regular City Council Meeting Minutes**

A motion was made by Councilor Durfey to approve the regular and special Condon City Council meeting minutes of October 1, 2025. The motion was seconded by Councilor Fatland. Motion carried.

Yes- Jan Stinchfield, Dawn Parm, Jeremy Kirby, Tom Fatland, Hanna Bass, Michael Durfey, No- None, Abstain- None

5.2. **Review October Accounts Payable and VISA Statements**

Councilor Durfey asked about the expenditure of \$500 for a dump truck tire and PW Wilkins stated it was for one tire. Councilor Fatland inquired of the Anderson, Perry & Associates charge of "Griffith Subdivision" with CA Greiner stating that the AP engineer came to discuss the subdivision project and other planning issues when the planning consultant was in Condon for a meeting. She stated that if Griffith continues with project, they will be billed for any of the expenditures associated with that project.

5.3. **** Review & Approve October 1, 2025 Special & Executive Session Meeting Minutes**

A motion was made by Councilor Bass to approve the October 1, 2025 executive session meeting minutes of the Condon City Council. The motion was seconded by Councilor Parm. Motion carried.

Yes- Jan Stinchfield, Dawn Parm, Jeremy Kirby, Tom Fatland, Hanna Bass, Michael Durfey, No- None, Abstain- None

6. OLD BUSINESS

6.1. **Condon Community Swimming Pool Master Plan Update**

The council received the most recent swimming pool minutes and renderings of the pool. CA Greiner said that they are to get the final report that will include preliminary costs of operations and construction by the end of December.

6.2. Condon Grade School Update

PW Wilkins, who is also the president of Environmental Sentry Corporation of the Port of Arlington, reported that due to the federal government shutdown, the process has come to a standstill. The company hired to abate and work through the federal grant requirements has been hired and will start the required community meetings as soon they are able.

6.3. City Administrator Recruitment Update

CA Greiner stated that she had put together an agenda that will be distributed for the interviews scheduled for Wednesday, November 12, 12:30 p.m.

7. NEW BUSINESS

7.1. 2024-25 Audit Presentation - Accuity CPAs LLC - Kori Sarrett, CPA

Kori Sarrett, CPA of Accuity CPAs reported that the audit went great and that there were no minimum issues with budgeting, insurance, contracting or grant requirements. The city will have a finding of lack of segregation of duties, which has been the finding for many years. Sarrett stated that without hiring additional employees to break up CA Greiner doing the majority of the financial tasks, this finding would continue to be in the city's audit. She reminded the council with CA Greiner upcoming retirement, that they are tasked with oversight of the finances. Sarrett stated that the Governmental fund carryover decreased approximately \$200,000 due to the remote meter project that cost approximately \$750,000. She noted that both proprietary funds — water and sewer — lost \$55,000 and \$24,000, respectively. She noted that the council had raised rates to cut into those losses in the current fiscal year. Sarrett noted that there were no concerns with the procedures of the city. There were no questions from the council about the audit.

7.2. Review & Discuss Parking & Traffic at Summit & Main Streets Per New Parking Ordinance

Council briefly discussed PW Wilkins parking plan for Two Boys Meat & Grocery. It was determined that there would be a press release generated regarding the plan noting that it would take effect January 1, 2026. Sheriff Bettencourt will work with city staff to communicate the changes to the public. He noted that this was a safety issue in that area.

8. STAFF REPORTS

8.1. Public Works – Public Works Superintendent Gibb Wilkins

PW Wilkins reported that 4 million gallons of water was pumped at City Farm in October which is average. The crew has finished the water line improvement on Ward and Summit Streets and they are waiting for the Kirby Nagelhaug to pour the concrete sidewalks that were torn up in the project. The golf course and park has been winterized and the punch list from the water evaluation is being worked on with city crew. One item is transferring from oil to propane hit at City Farm pumphouse due to a potential oil leak that is close to water. PW Wilkins stated that he went to the Lower John Day Area Commission on Transportation (LJDACT) and reported that once the transportation bill is signed by Governor Kotek, it is anticipated that signatures are going to be gathered to put it on the ballot. Approximately \$80,000 signatures are needed for this process. Also at the LJDACT meeting, discussed the issues with the sidewalk ramps recently installed having broken pieces, but due to being out of warranty, the contractor is no longer liable to fix them. He also stated that the local Transportation System Plan (TSP) is almost out of date, and there is a grant to do this work with an application due in February. The last TSP was done jointly with Gilliam County, Arlington and Lonerock, and he recommended that the new one be Condon specific. He asked the council for priorities for the next ODOT Small City Allotment grant (application due next spring) of streets near mini-mart, Bayard from Main to Oregon Streets and Oregon Street from Court to Spring Streets. The grant funds would only cover 2-3 of those projects and asked for the council's priority. It was tabled and will be discussed next month. He also noted that the cold mix ordered for utility cuts and potholes has not been received, but will work on those issues when it arrives.

8.2. Police & Fire – Gilliam County Sheriff Gary Bettencourt

Sheriff Bettencourt noted that he would not be at the council meeting in February, that he has been working on surveying streetlight issues and that the Shaw property may be up for sale once again. Councilor Fatland inquired about the streetlight issues and PW Wilkins noted that the ones on North Main Street near the intersection with Walnut are being repaired by Columbia Basin Electric Cooperative. CA Greiner stated that if the Shaw property is for sale once again, the council may need to discuss price and terms in executive session at the December meeting if they have changed from original offer.

8.3. Administration – City Administrator Kathryn Greiner

CA Greiner reported that Gilliam County approved the \$200,000 Gilliam County Economic Incentive grant for Phase 1 of sidewalks on lower Main Street. The engineers have been alerted that the funds were approved and to start the engineering and bid packet information for that phase. The city will receive the grant agreement next week and will know about Phase 2 funding by the first of December which was applied to Gilliam County under the Capital Investment Grant. She stated that she had attended the Oregon Connections Telecommunications conference last week in Hood River with Councilors Fatland and Stinchfield and former councilor Donald Jamieson. Discussed having an open house for CA Greiner's retirement Wednesday, December 3 after council meeting, and scheduled the holiday dinner for Tuesday, December 16.

9. COUNCIL INFORMATION

10. NEXT REGULAR MEETING DATE

10.1. The next regular Condon City Council meeting will be held Wednesday, December 3, 2025, 7 p.m. at Condon City Hall.

11. ADJOURN REGULAR MEETING

Councilor Sitnchfield adjourned the meeting at 7:35 p.m.

_____ Date _____
Dustan Hall, Mayor

ATTEST: _____ Date _____
Kathryn Greiner City Administrator



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**MINUTES
SPECIAL CITY COUNCIL MEETING - EXECUTIVE SESSION
128 S. MAIN STREET, CONDON, OR 97823
WEDNESDAY, NOVEMBER 12, 2025, 12:30 PM**

1. CALL SPECIAL MEETING TO ORDER

Mayor Dustan Hall called the special meeting to order at 12:31 p.m.

2. ROLL CALL

Present: Mayor Dustan Hall; Councilors Jan Stinchfield, Dawn Parm, Tom Fatland, Jeremy Kirby, Hanna Bass; Staff - City Administrator Kathryn Greiner, Public Works Superintendent Gibb Wilkins Jennifer Stapleton, Contract recruiter.

Absent: Councilor Michael Durfey

3. EXECUTIVE SESSION - ORS 192.660(2)(a) - To Consider the Employment of Public Officer, Employee, Staff Member or Individual Agent

Mayor Hall read a statement to enter into executive session ORS 192.660(2)(a) - to consider the employment of public officer, employee, staff member or individual agent. The council entered into executive session at 12:32 p.m.

3.1. Interview Candidates for City Administrator Position

4. ADJOURN SPECIAL MEETING

Mayor Hall closed the executive session at 5:11 p.m. with no decisions and adjourned the special meeting at the same time.

Dustan Hall, Mayor

ATTEST: _____ Date _____
Kathryn Greiner City Administrator



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**MINUTES
SPECIAL CITY COUNCIL MEETING
128 S. MAIN STREET, CONDON, OR 97823
MONDAY, NOVEMBER 24, 2025, 3:00 PM**

1. CALL SPECIAL MEETING TO ORDER

Mayor Dustan Hall called the special meeting to order at 3 p.m.

2. ROLL CALL

Present: Mayor Dustan Hall; Councilors Tom Fatland, Dawn Parm, Jeremy Kirby, Hanna Bass, Michael Durfey (left meeting at 3:20 p.m. and returned at 3:53 p.m.); Staff - City Administrator Kathryn Greiner, Public Works Superintendent Gibb Wilkins; Contract Jennifer Stapleton of LGPI.

Absent: Councilor Jan Stinchfield

3. EXECUTIVE SESSION - ORS 192.660(2)(a) - To Consider the Employment of Public Officer, Employee, Staff Member or Individual Agent

Mayor Dustan Hall read the statement of entering into Executive Session under ORS 192.660(2)(a) and entered into executive session at 3:01 p.m.

Council came out of Executive Session at 3:56 p.m.

4. DISCUSS CITY ADMINISTRATOR POSITION

A motion was made by Councilor Hanna Bass that the council direct staff to proceed with next gsteps in developing options for the city administrator transition plan.. The motion was seconded by Councilor Michael Durfey. Motion carried.

Yes- Dawn Parm, Jeremy Kirby, Tom Fatland, Hanna Bass, Michael Durfey, No- None, Abstain- None

5. ADJOURN REGULAR MEETING

Mayor Hall adjourned the meeting at 3:57 p.m.

Date _____
Dustan Hall, Mayor

ATTEST: _____ Date _____
Kathryn Greiner City Administrator

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ACCUITY, LLC							
759	ACCUITY, LLC	12490	Administration Audit	10/29/2025	2,400.00	.00	
759	ACCUITY, LLC	12490	AUDIT WATER	10/29/2025	2,300.00	.00	
759	ACCUITY, LLC	12490	AUDIT SEWER	10/29/2025	2,300.00	.00	
Total ACCUITY, LLC:					7,000.00	.00	
ANDERSON, PERRY, & ASSOC.							
112	ANDERSON, PERRY, & ASSOC.	81839	GOLF VIEW ESTATES REVIEW	11/06/2025	240.00	.00	
112	ANDERSON, PERRY, & ASSOC.	81839	S. SIDE SIDEWALK SCOPING	11/06/2025	2,700.00	.00	
Total ANDERSON, PERRY, & ASSOC.:					2,940.00	.00	
ASI ACCTECHSOLUTIONS INC							
1551	ASI ACCTECHSOLUTIONS INC	6578	TECH SUPPORT SVCS	11/03/2025	375.00	.00	
Total ASI ACCTECHSOLUTIONS INC:					375.00	.00	
AT&T MOBILITY							
599	AT&T MOBILITY	872564008X10	PHONE	10/06/2025	97.20	.00	
599	AT&T MOBILITY	872564008X10	PW Cell Phone	10/06/2025	97.19	.00	
Total AT&T MOBILITY:					194.39	.00	
BELL DESIGN CO.							
1647	BELL DESIGN CO.	2025-638	GENERAL PLANNING	10/27/2025	175.00	.00	
Total BELL DESIGN CO.:					175.00	.00	
BISHOP SANITATION							
876	BISHOP SANITATION	I11047	TRANSFER STATION RESTROO	10/22/2025	130.00	.00	
Total BISHOP SANITATION:					130.00	.00	
BOX R WATER ANALYSIS LAB							
151	BOX R WATER ANALYSIS LAB	X063054	TTHM+HAA5 TESTING DISINFE	07/11/2025	460.00	.00	
151	BOX R WATER ANALYSIS LAB	X063054	SHIPPING	07/11/2025	45.00	.00	
151	BOX R WATER ANALYSIS LAB	X063788	BIOCHEMICAL OXYGEN DEMA	09/18/2025	68.00	.00	
151	BOX R WATER ANALYSIS LAB	X063788	TOTAL SUSPENDED SOLIDS	09/18/2025	47.00	.00	
151	BOX R WATER ANALYSIS LAB	X064121	BIOCHEMICAL OXYGEN DEMA	10/15/2025	68.00	.00	
151	BOX R WATER ANALYSIS LAB	X064121	TOTAL SUSPENDED SOLIDS	10/15/2025	47.00	.00	
151	BOX R WATER ANALYSIS LAB	X064132	E coli Coliform Testing	10/15/2025	51.00	.00	
151	BOX R WATER ANALYSIS LAB	X064132	SAMPLE COLLECTIONS/TRANS	10/15/2025	52.00	.00	
Total BOX R WATER ANALYSIS LAB:					838.00	.00	
COLUMBIA BASIN ELECTRIC							
169	COLUMBIA BASIN ELECTRIC	OCT 2025	CITY HALL	10/23/2025	179.37	.00	
169	COLUMBIA BASIN ELECTRIC	OCT 2025	Golf Course	10/23/2025	89.99	.00	
169	COLUMBIA BASIN ELECTRIC	OCT 2025	PARK	10/23/2025	50.76	.00	
169	COLUMBIA BASIN ELECTRIC	OCT 2025	MEMORIAL HALL	10/23/2025	98.94	.00	
169	COLUMBIA BASIN ELECTRIC	OCT 2025	Golf Course	10/23/2025	55.37	.00	
169	COLUMBIA BASIN ELECTRIC	OCT 2025	Sewer Plant w pivot	10/23/2025	150.45	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
169	COLUMBIA BASIN ELECTRIC	OCT 2025	Disposal	10/23/2025	395.88	.00	
169	COLUMBIA BASIN ELECTRIC	OCT 2025	Golf Course	10/23/2025	285.41	.00	
169	COLUMBIA BASIN ELECTRIC	OCT 2025	City Farm	10/23/2025	1,853.99	.00	
169	COLUMBIA BASIN ELECTRIC	OCT 2025	Street Lights	10/23/2025	1,519.36	.00	
169	COLUMBIA BASIN ELECTRIC	OCT 2025	City Farm	10/23/2025	49.68	.00	
169	COLUMBIA BASIN ELECTRIC	OCT 2025	Golf Course	10/23/2025	137.03	.00	
169	COLUMBIA BASIN ELECTRIC	OCT 2025	Pool	10/23/2025	454.63	.00	
169	COLUMBIA BASIN ELECTRIC	OCT 2025	Library	10/23/2025	283.44	.00	
169	COLUMBIA BASIN ELECTRIC	OCT 2025	GRADE SCHOOL	10/23/2025	112.06	.00	
169	COLUMBIA BASIN ELECTRIC	OCT 2025	NEW SHOP	10/23/2025	39.10	.00	
Total COLUMBIA BASIN ELECTRIC:					5,755.46	.00	
DEVIN OIL COMPANY							
224	DEVIN OIL COMPANY	CL84604	Water Fuel	10/15/2025	48.71	.00	
224	DEVIN OIL COMPANY	CL84604	Sewer Fuel	10/15/2025	48.70	.00	
Total DEVIN OIL COMPANY:					97.41	.00	
FARM EQUIPMENT HEADQUARTERS							
1640	FARM EQUIPMENT HEADQUAR	39955	SKID STEER	10/21/2025	675.08	.00	
Total FARM EQUIPMENT HEADQUARTERS:					675.08	.00	
GILLIAM CO. WEED DEPT.							
280	GILLIAM CO. WEED DEPT.	1352	Golf Course CHEM, EQUIP, LAB	10/13/2025	1,198.65	.00	
280	GILLIAM CO. WEED DEPT.	1353	CIRCLE & PONDS CHEM, EQUIP	10/13/2025	2,002.57	.00	
280	GILLIAM CO. WEED DEPT.	1363	CITY ST & NOXIOUS WEEDS C	10/22/2025	142.67	.00	
Total GILLIAM CO. WEED DEPT.:					3,343.89	.00	
GREINER, KATHRYN							
347	GREINER, KATHRYN	OCT 2025	MILEAGE TO HR CONF. 178 X\$.	10/31/2025	124.60	.00	
347	GREINER, KATHRYN	OCT 2025	DINNER FIBER	10/31/2025	73.00	.00	
Total GREINER, KATHRYN:					197.60	.00	
HATTENHAUER DIST.							
304	HATTENHAUER DIST.	OCT 2025	Water	10/31/2025	144.15	.00	
304	HATTENHAUER DIST.	OCT 2025	Sewer	10/31/2025	144.15	.00	
304	HATTENHAUER DIST.	OCT 2025	Golf	10/31/2025	65.38	.00	
304	HATTENHAUER DIST.	OCT 2025	Park Fuel	10/31/2025	19.94	.00	
Total HATTENHAUER DIST.:					373.62	.00	
HD FOWLER COMPANY							
306	HD FOWLER COMPANY	I7169849	ALD SOFTWARE SUBSCRIPTIO	10/29/2025	3,502.17	.00	
Total HD FOWLER COMPANY:					3,502.17	.00	
HOME TELEPHONE COMPANY							
766	HOME TELEPHONE COMPANY	10297089	Administration	11/01/2025	216.67	.00	
766	HOME TELEPHONE COMPANY	10297089	Sewer	11/01/2025	282.21	.00	
766	HOME TELEPHONE COMPANY	10297089	Water	11/01/2025	44.17	.00	
Total HOME TELEPHONE COMPANY:					543.05	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
JAMES, TROY							
1655	JAMES, TROY	OCT 2025	W/S DEPOSIT REFUND 107 W F	10/20/2025	286.15	.00	
Total JAMES, TROY:					286.15	.00	
JAMIESON & MARSHALL							
328	JAMIESON & MARSHALL	OCT 2025	Parts	10/16/2025	61.50	.00	
Total JAMIESON & MARSHALL:					61.50	.00	
KIE SUPPLY - HERMISTON							
352	KIE SUPPLY - HERMISTON	2124120	Golf	10/24/2025	250.30	.00	
Total KIE SUPPLY - HERMISTON:					250.30	.00	
LANE COUNCIL OF GOVERNMENTS							
1641	LANE COUNCIL OF GOVERNME	100123	LABOR HOURS 37.24	09/30/2025	5,772.20	.00	
Total LANE COUNCIL OF GOVERNMENTS:					5,772.20	.00	
M & A AUTO PARTS							
371	M & A AUTO PARTS	OCT 2025	BLUE GLOVES LRG	10/31/2025	8.59	.00	
371	M & A AUTO PARTS	OCT 2025	BLUE GLOVES LRG	10/31/2025	8.59	.00	
371	M & A AUTO PARTS	OCT 2025	SAFETY GLASSES & TROWEL	10/31/2025	23.48	.00	
371	M & A AUTO PARTS	OCT 2025	GREASE	10/31/2025	26.49	.00	
371	M & A AUTO PARTS	OCT 2025	GREASE	10/31/2025	26.50	.00	
371	M & A AUTO PARTS	OCT 2025	OIL & FILTER	10/31/2025	29.13	.00	
371	M & A AUTO PARTS	OCT 2025	OIL & FILTER	10/31/2025	29.12	.00	
371	M & A AUTO PARTS	OCT 2025	ANTIFREEZE	10/31/2025	23.94	.00	
371	M & A AUTO PARTS	OCT 2025	BOLTS	10/31/2025	6.90	.00	
371	M & A AUTO PARTS	OCT 2025	SMALL ENG OIL	10/31/2025	6.99	.00	
371	M & A AUTO PARTS	OCT 2025	SMALL ENG OIL	10/31/2025	6.99	.00	
371	M & A AUTO PARTS	OCT 2025	SPRAY FOAM	10/31/2025	29.98	.00	
371	M & A AUTO PARTS	OCT 2025	ADAPTER	10/31/2025	7.99	.00	
371	M & A AUTO PARTS	OCT 2025	CONCRETE MORTER REPAIR	10/31/2025	9.99	.00	
371	M & A AUTO PARTS	OCT 2025	HEATER HOSE	10/31/2025	12.30	.00	
371	M & A AUTO PARTS	OCT 2025	HEATER HOSE	10/31/2025	12.30	.00	
371	M & A AUTO PARTS	OCT 2025	V-BELT	10/31/2025	13.76	.00	
371	M & A AUTO PARTS	OCT 2025	V-BELT	10/31/2025	13.76	.00	
371	M & A AUTO PARTS	OCT 2025	DEXCOOL & ANTI-RUST	10/31/2025	15.02	.00	
371	M & A AUTO PARTS	OCT 2025	DEXCOOL & ANTI-RUST	10/31/2025	15.02	.00	
Total M & A AUTO PARTS:					326.84	.00	
MORROW COUNTY GRAIN GROW.							
377	MORROW COUNTY GRAIN GRO	812507	MEMORIAL HALL	10/13/2025	167.78	.00	
377	MORROW COUNTY GRAIN GRO	812508	City Hall Propane	10/13/2025	410.02	.00	
Total MORROW COUNTY GRAIN GROW.:					577.80	.00	
OXARC							
442	OXARC	0062156686	Chlorine	10/31/2025	72.86	.00	
442	OXARC	0062156686	Chlorine	10/31/2025	72.87	.00	
Total OXARC:					145.73	.00	
THE AUTOMATION GROUP							
1501	THE AUTOMATION GROUP	J001715	CONDON SCADA PHASE 2	08/21/2025	6,989.10	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1501	THE AUTOMATION GROUP	J001715	CONDON SCADA PHASE 2	08/21/2025	6,989.10	.00	
Total THE AUTOMATION GROUP:					13,978.20	.00	
THE MCGREGOR COMPANY							
1555	THE MCGREGOR COMPANY	62-7903505	GOLF SUPPLIES	10/03/2025	150.55	.00	
Total THE MCGREGOR COMPANY:					150.55	.00	
TWO BOYS MEAT & GROCERY							
548	TWO BOYS MEAT & GROCERY	OCT 2025	GOLF OPEN HOUSE FOR CLUB	10/27/2025	36.63	.00	
548	TWO BOYS MEAT & GROCERY	OCT 2025	DRINKS	10/27/2025	18.18	.00	
Total TWO BOYS MEAT & GROCERY:					54.81	.00	
VISA							
559	VISA	1827 OCT 25	CHLORINE POWDER PILLOWS	10/22/2025	50.57	.00	
559	VISA	1827 OCT 25	CHLORINE POWDER PILLOWS	10/22/2025	50.58	.00	
559	VISA	1827 OCT 25	HALLOWEEN CANDY	10/22/2025	120.54	.00	
559	VISA	1827 OCT 25	FUNGICIDE	10/22/2025	1,987.40	.00	
559	VISA	5886 OCT 25	PLANNER LUNCH	10/22/2025	62.70	.00	
559	VISA	5886 OCT 25	MSFT ONLINE SNCS	10/22/2025	50.00	.00	
559	VISA	5886 OCT 25	MSFT MONTHLY EMAIL	10/22/2025	96.00	.00	
559	VISA	5886 OCT 25	ASPHALT BONDING AGENT	10/22/2025	123.14	.00	
559	VISA	5886 OCT 25	TEA, HALLOWEEN DECOR	10/22/2025	27.88	.00	
559	VISA	5886 OCT 25	TONER - ALL 4	10/22/2025	327.87	.00	
559	VISA	5886 OCT 25	HALLOWEEN DECOR	10/22/2025	23.98	.00	
559	VISA	5886 OCT 25	HALLOWEEN DECOR	10/22/2025	26.99	.00	
559	VISA	5886 OCT 25	DESK CALENDAR	10/22/2025	11.86	.00	
559	VISA	5886 OCT 25	TRAVEL LUNCH	10/22/2025	16.50	.00	
559	VISA	5886 OCT 25	SHOP TOOLS	10/22/2025	265.97	.00	
559	VISA	5886 OCT 25	SHOP TOOLS	10/22/2025	265.96	.00	
559	VISA	5886 OCT 25	WIPER BLADES	10/22/2025	38.00	.00	
559	VISA	5886 OCT 25	PLANNER	10/22/2025	16.56	.00	
Total VISA:					3,562.50	.00	
Grand Totals:					51,307.25	.00	

Dated: _____

Mayor: _____

City Administrator: _____

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.



RECEIVED

OCT 28 2025

CITY OF CONDON

Account Summary

Billing Cycle		10/22/25
Days In Billing Cycle		31
Previous Balance		\$0.00
Purchases	+	2,209.09
Cash	+	0.00
Special	+	\$0.00
Balance Transfers	+	\$0.00
Credits	-	\$0.00
Payments	-	\$0.00
Other Charges	+	\$0.00
Finance Charges	+	0.00

NEW BALANCE \$2,209.09

Account Inquiries

Customer Service: (800) 423-7503
Report Lost or Stolen Card: (727) 570-4881

Visit us on the web at:
www.MyCardStatement.com

Please send Billing Inquiries and Correspondence to:
PO BOX 30495 TAMPA, FL 33630-3495

Payment Summary

NEW BALANCE	\$2,209.09
MINIMUM PAYMENT	\$2209.09
PAYMENT DUE DATE	11/16/2025

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Credit Summary

Total Credit Line	\$15,000.00
Available Credit Line	\$12,790.00
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Important Information About Your Account

MANAGE YOUR CARD ACCOUNT ONLINE. IT'S FREE! IT'S EASY! SIMPLY GO TO WWW.MYCARDSTATEMENT.COM AND ENROLL IN OUR ONLINE SERVICE. YOU CAN REVIEW ACCOUNT INFORMATION, TRACK SPENDING, SET ALERT SERVICE, NOTIFICATIONS, DOWNLOAD FILES, AND MUCH MORE. MANAGING YOUR ACCOUNT IS FAST, SECURE, AND EASY WITH MYCARDSTATEMENT.COM. ENROLL TODAY!

Cardholder Account Summary

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
10/06/25	10/07/25	5169	24116415279718255715395	HACH COMPANY Chlorine Powder Pillows 970-663-1377 CO	\$101.15 ⁵²⁷⁰ \$50.57
10/16/25	10/17/25	5300	24692165289104169459555	WWW COSTCO COM Halloween candy 800-955-2292 WA	\$120.54 ^{WIAO} A10
10/16/25	10/17/25	5261	24000775290100001370232	SP INTERMOUNTAIN TURF Fungicide INTERMOUNTAIN ID	\$1,987.40 ⁶¹⁹⁰

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

BANK OF EASTERN OREGON
P O BOX 39
HEPPNER OR 97836 - 0039



Account Number
1827

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
10/22/25	\$2,209.09	\$2209.09	11/16/2025

\$ 2209.09

CITY OF CONDON
CITY OF CONDON 2
PO BOX 445
CONDON OR 97823-0445



MAKE CHECK PAYABLE TO:
VISA
PO BOX 4512
CAROL STREAM IL 60197-4512



Account Number: #### #### #### 1827

Closing Date: 10/22/25

Credit Limit: \$15,000.00 Available Credit: \$12,790.00

Additional Information About Your Account

Interest Charge Calculation/Plan Level Information						
Plan Description	ICM ¹	Balance Subject to Interest Rate	Periodic Rate	Annual Percentage Rate (APR) ²	Interest Charge	Ending Balance
CURRENT						
PURCHASES	G	\$ 0.00	1.3200%	15.84%	\$ 0.00	
CASH	F	\$ 0.00	1.3200%	15.84%	\$ 0.00	
FEES/INTEREST CHARGE					\$ 0.00	
TOTAL				0.00%	\$ 0.00	\$ 2,209.09

¹ ICM Interest Charge Method: See reverse side of Page 1 for explanation.
² Your Annual Percentage Rate (APR) is the annual interest rate on your account.
(V) = Variable Rate. If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.



RECEIVED
OCT 28 2025
CITY OF CONDON

Account Summary

Billing Cycle		10/22/25
Days In Billing Cycle		31
Previous Balance		\$2,480.46
Purchases	+	1,353.41
Cash	+	0.00
Special	+	\$0.00
Balance Transfers	+	\$0.00
Credits	-	\$0.00
Payments	-	\$2,480.46
Other Charges	+	\$0.00
Finance Charges	+	0.00

NEW BALANCE \$1,353.41

Credit Summary

Total Credit Line	\$15,000.00
Available Credit Line	\$13,237.00
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Important Information About Your Account

MANAGE YOUR CARD ACCOUNT ONLINE. IT'S FREE! IT'S EASY! SIMPLY GO TO WWW.MYCARDSTATEMENT.COM AND ENROLL IN OUR ONLINE SERVICE. YOU CAN REVIEW ACCOUNT INFORMATION, TRACK SPENDING, SET ALERT SERVICE, NOTIFICATIONS, DOWNLOAD FILES, AND MUCH MORE. MANAGING YOUR ACCOUNT IS FAST, SECURE, AND EASY WITH MYCARDSTATEMENT.COM. ENROLL TODAY!

Account Inquiries



Customer Service: (800) 423-7503
Report Lost or Stolen Card: (727) 570-4881



Visit us on the web at:
www.MyCardStatement.com



Please send Billing Inquiries and Correspondence to:
PO BOX 30495 TAMPA, FL 33630-3495

Payment Summary

NEW BALANCE	\$1,353.41
MINIMUM PAYMENT	\$1353.41
PAYMENT DUE DATE	11/16/2025

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Cardholder Account Summary

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
09/22/25	09/23/25	5812	24692165265101688154590	SQ *CONDON LOCAL Condon OR <i>Lunch with planner 005-550-600140</i>	\$62.70
09/23/25	09/23/25	5045	24204295266000600327034	MSFT * E0500XIE2M 800-6427676 WA <i>online sucs</i>	\$50.00 <i>A150</i>
09/23/25	09/23/25	5045	24204295266000500568042	MSFT * E0500X19PS 800-6427676 WA <i>monthly email</i>	\$96.00 <i>A150</i>
09/24/25	09/26/25	5200	24943015268010183106156	HOMEDPOT.COM Asphalt Bonding Agent 800-430-3376 GA <i>st. 200</i>	\$123.14 <i>st. 200</i>

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

BANK OF EASTERN OREGON
P O BOX 39
HEPPNER OR 97836 - 0039



Account Number
5886

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
10/22/25	\$1,353.41	\$1353.41	11/16/2025

\$ **1353.41**

CITY OF CONDON
CITY OF CONDON 1
PO BOX 445
CONDON OR 97823-0445



MAKE CHECK PAYABLE TO:

VISA
PO BOX 4512
CAROL STREAM IL 60197-4512



Cardholder Account Summary Continued						
Trans Date	Post Date	MCC Code	Reference Number	Description	Amount	
09/25/25	09/26/25	5942	24692165268104347829526	AMAZON MKTPL*TE1DY2NV3 Amzn.com/bill WA	\$27.88	A40
09/26/25	09/28/25	5942	24692165269104693793440	AMAZON MKTPL*JO1KE60C3 Amzn.com/bill WA	\$327.87	A10
10/04/25	10/05/25	5942	24692165277102850028584	AMAZON MKTPL*NV65I5IX0 Amzn.com/bill WA	\$23.98	A40
10/04/25	10/05/25	5942	24692165277102857458131	AMAZON MKTPL*NV96R3I40 Amzn.com/bill WA	\$26.99	A40
10/17/25	10/17/25	6010	1 5290121476000010	PAYMENT - THANK YOU	\$2,480.46 -	
10/21/25	10/21/25	5942	24692165294108128332871	AMAZON MKTPL*NU9ME75I0 Amzn.com/bill WA	\$11.86	A10
10/21/25	10/22/25	5812	24717055295132954508761	CHENS CHINESE RESTAURANT HERMISTON OR	\$16.50	S270
10/21/25	10/22/25	5999	24231685295522950089264	HARBOR FREIGHT TOOLS 750 HERMISTON OR	\$270	\$265.97
10/21/25	10/22/25	5533	24086375294300653446395	BJK TRUCK PARTS LLC HERMISTON OR	\$38.00	S310
10/22/25	10/22/25	5942	24692165295109087731763	AMAZON MKTPL*NU88D6DJ0 Amzn.com/bill WA	\$16.56	A10

Additional Information About Your Account

Interest Charge Calculation/Plan Level Information						
Plan Description	ICM ¹	Balance Subject to interest Rate	Periodic Rate	Annual Percentage Rate (APR) ²	Interest Charge	Ending Balance
CURRENT						
PURCHASES	G	\$ 0.00	1.3200%	15.84%	\$ 0.00	
CASH	F	\$ 0.00	1.3200%	15.84%	\$ 0.00	
FEES/INTEREST CHARGE					\$ 0.00	
TOTAL				0.00%	\$ 0.00	\$ 1,353.41

¹ ICM Interest Charge Method: See reverse side of Page 1 for explanation.
² Your Annual Percentage Rate (APR) is the annual interest rate on your account.
(V) = Variable Rate. If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.

Report Criteria:
 Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
20305										
11/25	11/21/2025	20305	1638	BASS, HANNA	DEC 2025	1	001-100-60006	.00	250.00	250.00
Total 20305:								.00		250.00
20306										
11/25	11/21/2025	20306	1656	DIVERGENT ENGINEERING SE	2037	1	005-550-60008	.00	2,775.00	2,775.00
11/25	11/21/2025	20306	1656	DIVERGENT ENGINEERING SE	2041	1	005-550-60008	.00	2,511.40	2,511.40
Total 20306:								.00		5,286.40
20307										
11/25	11/21/2025	20307	1639	DURFEY, MICHAEL	DEC 2025	1	001-100-60006	.00	250.00	250.00
Total 20307:								.00		250.00
20308										
11/25	11/21/2025	20308	252	FATLAND, THOMAS	DEC 2025	1	001-100-60006	.00	250.00	250.00
Total 20308:								.00		250.00
20309										
11/25	11/21/2025	20309	1590	HALL, DUSTAN	DEC 2025	1	001-100-60006	.00	500.00	500.00
Total 20309:								.00		500.00
20310										
11/25	11/21/2025	20310	1538	KIRBY, JEREMY	DEC 2025	1	001-100-60006	.00	250.00	250.00
Total 20310:								.00		250.00
20311										
11/25	11/21/2025	20311	1657	LANCASTER FENCING LLC	NOV 2025	1	001-250-70020	.00	1,500.00	1,500.00
Total 20311:								.00		1,500.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
20312										
11/25	11/21/2025	20312	908	PARM, DAWN	DEC 2025	1	001-100-60006	.00	250.00	250.00
Total 20312:								.00		250.00
20313										
11/25	11/21/2025	20313	709	STINCHFIELD, JAN	DEC 2025	1	001-100-60006	.00	250.00	250.00
Total 20313:								.00		250.00
Grand Totals:								.00		8,786.40

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
001-000-202100	.00	3,500.00-	3,500.00-
001-100-600060	2,000.00	.00	2,000.00
001-250-700200	1,500.00	.00	1,500.00
005-000-202100	.00	5,286.40-	5,286.40-
005-550-600080	5,286.40	.00	5,286.40
Grand Totals:	8,786.40	8,786.40-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: GL detail

December 3, 2025

Oregon Secretary of State,
Audits Division
255 Capitol St. NE, Suite #500
Salem, OR 97310

City of Condon respectfully submits the following corrective action plan in response to deficiency reported in our audit of fiscal year ended June 30, 2025. The audit was completed by the independent auditing firm Accuity, LLC and reported the deficiency listed below. The plan of action was adopted by the governing body at their meeting on December 3, 2025, as indicated by signatures below.

The deficiency is listed below, including the adopted plan of action and timeframe for each.

1. Segregation of Duties.

- a. Significant weakness in Segregation of Duties. “Adequate segregation of duties in most areas was impractical due to the limited number of employees. The City has, however developed alternative procedures, which mitigate this condition to some extent.”
- b. Due to limited staff the City Council has been assigned review responsibilities of the bank reconciliations to one Councilor to do each month. The administrative assistant has taken on the roles of utility billing clerk that includes deposits and billing, plus now does the accounts payable. The City Administrator completes the payroll, budgeting, bank reconciliation, plus reviews the adjustments to the billing and initials monthly.
- c. The checks are signed by two people, the city administrator and one of three councilors that are on the bank’s signatory card. The councilor who signs the accounts payable checks also sign the summary register and have the opportunity to review each invoice with the check.

This letter was approved at the Condon City Council meeting December 3, 2025

Dustan Hall, Mayor Print Name

Signature

Dawn Parm, Councilor – Print Name

Signature

**PROJECT: CITY OF CONDON, OREGON - SOUTH SIDE SIDEWALKS
PHASE 1**

PROJECT NO.: 977-81

This Agreement is made this 3rd day of December 2025, by and between the **City of Condon, Oregon**, hereinafter referred to as the Owner, and **Anderson Perry & Associates, Inc.**, hereinafter referred to as the Consultant.

The Owner intends to construct sidewalk on the west side of South Main Street between West Spring Street and West Court Street. The proposed improvements include the construction of approximately 300 feet of 6-foot wide concrete sidewalk, concrete driveways, concrete curb, and aggregate base; installation of two new storm drain catch basins; and installation of 12-inch storm drainpipe.

WITNESSETH:

In consideration of the mutual covenants and promises between the Owner and Consultant hereto, it is hereby agreed:

SECTION A - SCOPE OF SERVICES

The Consultant will provide the Owner with the services outlined in the attached Exhibit A, Scope of Work, dated December 3, 2025. Services not expressly defined therein are excluded.

SECTION B - COMPENSATION FOR SERVICES

1. The Owner will pay the Consultant for Task 1 "Design Engineering," as described in Exhibit A, Scope of Work, a lump sum amount of \$32,000.
2. The Owner will pay the Consultant for Task 2 "Construction Engineering," as described in Exhibit A, Scope of Work, an estimated amount of \$4,000 on a time and materials basis plus direct reimbursable expenses.
3. The lump sum fee referred to above will be a fixed not to exceed price for the dollar amounts stated. If, during the course of the work, the scope of work (SOW) should substantially change, the Owner and the Consultant will amend this Agreement to cover the revised scope and lump sum fee for services.
4. The time and materials fee referred to above will be in accordance with the attached Hourly Fee Schedule (HFS), plus direct reimbursable expenses. The HFS may be adjusted by the Consultant at the beginning of each year.

5. Direct reimbursable expenses will include, but not be limited to, such direct job costs as the cost of travel, subsistence, lodging, outside consultants, tests and services of special consultants, etc. Direct reimbursable expenses will include an additional fee in accordance with the HFS to cover handling, overhead, insurance costs, etc.
6. The Owner agrees to pay the Consultant for the services provided in accordance with this Agreement on a monthly basis. The Owner agrees to pay the Consultant for lump sum work on a percentage basis of the total fee relative to the percent completion of the work. The Owner agrees to pay the Consultant for time and materials work for the actual services provided. The Consultant will render to the Owner an invoice on a monthly basis, for compensation for such services performed hereunder during such month, the same to be due and payable by the Owner to the Consultant.
7. Past due amounts owed will include a service fee charge of 12 percent annual interest beginning the 30th day after the date receiving an invoice.

SECTION C - RESPONSIBILITIES OF OWNER

1. The Owner will be responsible for all requirements and instructions it furnishes to the Consultant pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by the Owner to the Consultant pursuant to this Agreement. The Consultant may use and rely on such requirements, instructions, programs, reports, data, and information in performing or furnishing services under this Agreement.
2. The Owner will give prompt written notice to the Consultant whenever the Owner observes or otherwise becomes aware of a hazardous environmental condition or of any development that affects the scope or time of performance of the Consultant's services, or any defect or nonconformance in the Consultant's services or in the work of any contractor.
3. The Owner will provide the Consultant with all criteria and full information as to the Owner's requirements for the project, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; furnish copies of all design and construction standards that the Owner will require to be included in the Bidding and Contract Documents; and furnish copies of the Owner's standard forms, conditions, and related documents for the Consultant to include in the Bidding and Contract Documents, when applicable.
4. The Owner will furnish to the Consultant all available information pertinent to the project including reports and data relative to previous designs, all existing maps, field survey data, lines of streets and boundaries or rights-of-way (ROWs), and other surveys presently available. The Owner will also provide all known information concerning the existing underground utilities, etc., that could impact the proposed improvements.

5. The Owner will arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.
6. The Owner will provide, as may be required for the project:
 - a. Accounting, bond and financial advisory, and insurance counseling services;
 - b. Legal services with regard to issues pertaining to the project as the Owner requires, the Contractor raises, or the Consultant reasonably requests; and
 - c. Such auditing services as the Owner requires.
7. The Owner will obtain, with guidance from the Consultant, reviews, approvals, and permits from all governmental authorities having jurisdiction to approve the project, and such reviews, approvals, and consents from others as may be necessary for completion of the project.
8. The Owner will pay for any agency plan review fees, advertisement for bids, building or other permits, licenses, etc., as may be required by local, state, or federal authorities.
9. The Owner will advise the Consultant in a timely manner of the identity and SOW of any independent consultants employed by the Owner to perform or furnish services in regard to the project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
10. The Owner will inform the Consultant in writing of any specific requirements of safety or security programs applicable to the Consultant as a visitor to the site.
11. The Owner will examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by the Consultant (including obtaining the advice of an attorney, insurance counselor, and other consultants as the Owner deems appropriate (or the Consultant requests) with respect to such examination) and render timely decisions pertaining thereto.

SECTION D - GENERAL PROVISIONS

1. Standard of Care
 - a. The standard of care for all professional and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Unless expressly stated herein, all services will be performed according to current code and conditions, not future ones. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with any services performed or furnished by the Consultant. The Owner and Consultant, recognizing the risks to the Consultant relative to the reward, intend and agree to limit the Consultant's scope of services to what is covered by professional

liability insurance, notwithstanding anything else in this Agreement or any other agreement (including any construction contract to the contrary). The Consultant and Owner agree that this Agreement will be construed and interpreted so as to give effect to that intent regardless of specific language used.

- b. Subject to the standard of care set forth above, the Consultant and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

2. Opinions of Cost

- a. The Consultant's opinions of probable construction cost, if any, are to be made on the basis of the Consultant's experience, qualifications, and general familiarity with the construction industry as a design professional, not as contractor or professional cost estimator. However, because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others; over contractors' methods of determining prices; or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the Consultant. If the Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

3. Use of Documents

- a. Original documents, except those furnished to the Consultant by the Owner, are instruments of service and Consultant will retain all ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Consultant) whether or not the project is completed.
- b. The Owner may make and retain copies of documents for information and reference in connection with the use of the documents on the project. The Consultant grants the Owner a limited license to use the documents for construction and maintenance of the project, subject to receipt by the Consultant of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the project unless completed by the Consultant, or for use or reuse by the Owner or others on extensions of the project, on any other project, or for any other use on purpose, without written permission from the Consultant; (2) any such use or reuse, or any modification of the documents, without written permission from the Consultant, as appropriate for the specific purpose intended, will be at the Owner's sole risk and without liability or legal exposure to the Consultant or to its officers, directors, members, partners, agents, employees, and subconsultants, and the Owner agrees, by using the instruments of services without the Consultant's retention and involvement, to release the Consultant from any and all claims (regardless of theory of liability) arising therefrom; (3) to the fullest extent permitted by law, and except to the extent caused by the Consultant's negligence, the Owner will indemnify and hold harmless the Consultant and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages,

losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by the Consultant; and (4) such limited license to the Owner will not create any rights in third parties.

4. Insurance

- a. The Consultant will procure and maintain insurance as set forth below. The Consultant will cause the Owner to be listed as an additional insured on any applicable general liability insurance policy carried by the Consultant.

Workers' Compensation:	Statutory
Employer's Liability:	
1) Bodily Injury, Each Accident:	\$500,000
2) Bodily Injury by Disease, Each Employee:	\$500,000
3) Bodily Injury/Disease, Aggregate:	\$500,000
General Liability:	
1) Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
2) General Aggregate:	\$1,000,000
Excess or Umbrella Liability:	
1) Per Occurrence:	\$10,000,000
2) General Aggregate:	\$10,000,000
Automobile Liability:	
1) Combined Single Limit (Bodily Injury and Property Damage):	\$1,000,000
Professional Liability:	
1) Each Claim Made	\$2,000,000
2) Annual Aggregate	\$5,000,000

- b. The Owner will procure and maintain insurance as set forth below. The Owner will cause the Consultant and its subconsultants to be listed as additional insureds on any general liability policies carried by the Owner and/or the contractor hired by the Owner for the project, on a primary and non-contributory basis.

Workers' Compensation:	Statutory
Employer's Liability:	
1) Bodily Injury, Each Accident	\$500,000
2) Bodily Injury by Disease, Each Employee	\$500,000
3) Bodily Injury/Disease, Aggregate	\$500,000

General Liability:

1) General Aggregate:	\$2,000,000
2) Each Occurrence (Bodily Injury and Property Damage):	\$2,000,000

Excess Umbrella Liability:

1) Per Occurrence:	\$5,000,000
2) General Aggregate:	\$5,000,000

Automobile Liability:

1) Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
--	-------------

- c. The Owner and Consultant will each deliver to the other certificates of insurance evidencing the coverages indicated. Such certificates will be furnished prior to commencement of the Consultant's services and at renewals thereafter during the life of the Agreement.
- d. All policies of insurance will contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least ten days' prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party will promptly forward a copy of the notice to the other party to this Agreement.
- e. At any time, the Owner may request that the Consultant or its subconsultants, at the Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified above. If so requested by the Owner, and if commercially available, the Consultant will obtain and will require its subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by the Owner, and this section of the Agreement will be supplemented to incorporate these requirements.

5. Suspension and Termination

a. Suspension

- i. By Owner. The Owner may suspend the project for up to 90 days upon seven days' written notice to the Consultant.
- ii. By Consultant. The Consultant may, after giving seven days' written notice to the Owner, suspend services under this Agreement if the Owner has failed to pay the Consultant for invoiced services and expenses within 30 days after receipt of the Consultant's invoice.

b. Termination

- i. Either party may terminate this Agreement for cause for any of the following reasons:
 - 1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

2. Assignment of this Agreement or transfer of the project by either party to any other entity without the prior written consent of the other party;
 3. Suspension of the project of the Consultant's services by the Owner for more than 90 calendar days, consecutive or in the aggregate;
 4. Material changes in the conditions under which this Agreement was entered into, the SOW or the nature of the project, and the failure of the Owner and Consultant to reach agreement on the compensation and schedule adjustments necessitated by such changes.
- ii. Notwithstanding the foregoing, this Agreement will not terminate for cause if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 20 days of receipt thereof, provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 20-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 40 days after the date of receipt of the notice.
- c. **Effective Date of Termination.** The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow the Consultant to demobilize personnel from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.
- d. **Payment Upon Termination.** In the event of any termination, the Consultant will be entitled to invoice the Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

6. Controlling Law

- a. Unless otherwise specified within this Agreement, this Agreement will be governed by the laws of Oregon without reference to any choice of law principles.

7. Successors, Assigns, and Beneficiaries

- a. The Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of the Owner and Consultant (and to the extent permitted in the subsequent paragraph the assigns of the Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- b. Neither the Owner nor the Consultant may assign, sublet, or transfer any rights under, rights arising under, or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law.

Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. There are no third-party beneficiaries of this Agreement between the Owner and the Consultant, and no third party will be entitled to rely upon any work performed or reports prepared by the Consultant hereunder.

- c. Unless expressly provided otherwise in this Agreement, nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by the Owner or the Consultant to any contractor, other third-party individual or entity, or to any surety for or employee of any of them. In addition, all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Owner and Consultant and not for the benefit of any other party.

8. Dispute Resolution

- a. The Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of the subsequent paragraph.
- b. Any claim, dispute, or other matter in question arising out of or related to this Agreement will be subject to mediation as a condition precedent to binding dispute resolution through arbitration. Notwithstanding the foregoing, the Consultant may proceed with applicable law to preserve any lien rights. However, before the Owner may commence litigation against the Consultant based on professional negligence or failure to perform in accordance with this Agreement, the Owner will furnish the Consultant with a report written by, and bearing the professional seal of, a design professional (or professionals) licensed to practice in the state of the project and who has recent experience with projects similar to the project. The report must describe in detail each respect in which the Consultant, in the opinion of the author, performed negligently or breached this Agreement. Only those items described in the report may be the subject of any claim by the Owner against the Consultant. The report must be furnished to the Consultant at least 30 days before the mediation called for in this Agreement is convened, and its author must, if requested by the Consultant, meet with the Consultant during the mediation to discuss the report. If, in any litigation, the Owner asserts any claim against the Consultant without having complied with this provision, the litigation will, upon motion of the Consultant, be dismissed.

9. Indemnification, Limit of Liability, Waivers

- a. To the fullest extent permitted by law, the Owner and Consultant will indemnify and hold the other harmless, and their officers, directors, and employees, from damages to the extent that such damages are caused by the indemnifying party's negligent act or omission. In the event damages are caused by the joint or concurrent negligence of the Owner and Consultant, they will be borne by each party in proportion to its negligence. Notwithstanding anything else herein to the contrary, the Consultant will have no upfront duty to defend the Owner.
- b. The Owner agrees to limit the aggregate amount of any damages and/or costs (including attorney fees and expert witness fees) that it may recover against the Consultant

(together with its owners, principals, employees, and subconsultants) on any claims, complaints, or causes of action arising under or related to this Agreement and/or the project to the lesser of the following: (1) the amount of compensation actually paid to the Consultant for services performed pursuant to this Agreement; or (2) the amount of proceeds available, at the time the damages and/or costs are paid, under the Consultant's insurance policy or policies applicable to the claim being made by the Owner. The types of claims to which this limitation applies include, but are not limited to, claims based on negligence, professional negligence, professional errors or omissions, professional malpractice, indemnity, contribution, breach of contract, breach of expressed or implied warranty, and strict liability.

- c. Notwithstanding anything else to the contrary in this Agreement, the Owner releases the individuals associated with the Consultant (directors, owners, and employees of the Consultant or its subconsultants) ("Consultant Personnel") from any and all claims (including any future claims that have not yet come into existence) against Consultant Personnel as individuals related to their provision of professional services. The Owner acknowledges and agrees that, for any claim involving professional services provided by any Consultant Personnel, the Owner may look only to the Consultant as an entity to recover any damages. The types of claims to which this limitation applies include, but are not limited to, claims based on negligence, professional errors or omissions, professional malpractice, indemnity, contribution, breach of contract, breach of expressed or implied warranty, and strict liability. The Owner acknowledges that the pricing of the Consultant's services within this Agreement is predicated upon this clause and that any contract without this clause would require additional negotiation and compensation.
- d. To the fullest extent permitted by laws, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of the Owner, Consultant, and all other negligent entities and individuals, whether immune from suit or not.
- e. To the fullest extent permitted by laws and regulations, the Owner and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the project, from any cause or causes.

10. Records Retention

- a. The Consultant will maintain on file in legible form, for a period of ten years following completion or termination of its services, all documents, records (including cost records), and design calculations related to the Consultant's services or pertinent to the Consultant's performance under this Agreement. Upon the Owner's request, the Consultant will provide a copy of any such item to the Owner at cost.

11. Miscellaneous Provisions

- a. This Agreement represents the entire and integrated agreement between the Owner and the Consultant for this project and supersedes all prior negotiation, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Consultant.
- b. Approval of this Agreement by the Owner and the Consultant will serve as written authorization for the Consultant to proceed with the services called for in the Agreement.
- c. In the event any provisions of this Agreement will be held to be invalid and unenforceable, the remaining provisions will be valid and binding upon the Owner and Consultant. One or more waivers by either party of any provisions, term, condition, or covenant will not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- d. Neither party will hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
- e. In the event of any dispute, claim, or legal action arising out of or relating to this Agreement, including without limitation any action to enforce or interpret this Agreement, the prevailing party will be entitled to recover from the non-prevailing party all reasonable attorneys' fees, expert witness fees, court costs, and other expenses incurred in connection with such dispute, claim, or action, whether incurred before suit, at trial, on appeal, or in any bankruptcy or alternative dispute resolution proceeding.
- f. The Consultant will comply with all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, or national origin. The Consultant will comply with Executive Order 11246 (41 CFR 60-1.4), Section 503 of the Rehabilitation Act of 1973 (41 CFR 60-741.5(a)), Section 402 of the Vietnam Era Veterans Readjustment Act of 1974 (41 CFR 60-250.5(a)), the Jobs for Veterans Act of 2003 (41 CFR 60-300.5(a)), and the organizing and collective bargaining Clauses of Executive Order 13496 (29 CFR 471). The Consultant will comply with applicable federal, state, and local laws, rules, and regulations concerning Equal Employment Opportunity.
- g. The Consultant will have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the project site. If hazardous materials are present, the Owner will be responsible to remove them from the project site in a manner that will not adversely affect the health of any person and will comply with any applicable governmental laws and regulations. The presence or discovery of any hazardous or toxic substance on the site will be cause for extension of the schedule of the Consultant's services and equitable adjustment of fees for the Consultant as mutually agreed by the Owner and Consultant.

- h. The Consultant will not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.
- i. The Owner and the Consultant acknowledge that changes to projects may be required as the result of possible omissions, ambiguities, or inconsistencies in the Contract Documents or changes that are identified during construction that will result in an overall better end project for the Owner, or changes that are necessary due to unusual field conditions or construction circumstances beyond the control of the Owner, Consultant, or Contractor.

As a consequence of the above, the Owner realizes that the Contractor may be entitled to additional payment. The Owner agrees to set up a contingency of 10 percent in the project budget to be used as required to make additional payments to the Contractor with respect to such changes. When additional payments are due to the Contractor, they will be made in accordance with an approved Change Order. The Owner further agrees to make no claim by way of direct or third-party action against the Consultant with respect to additional payments made to contractors or as a result of any claim made by contractors relating to such changes.

- j. The Owner will require that any contractor or subcontractor performing work in connection with the Contract Documents produced under this Agreement will hold harmless, indemnify, and defend the Owner and the Consultant, their subconsultants, and each of their officers, agents, and employees from any and all liability claims, losses, or damage arising out of or alleged to arise from the Contractor's (or subcontractor's) negligence in the performance of the work described in the Contract Documents, but not including liability that may be due to the sole negligence of the Owner, the Consultant, their subconsultants, or their officers, agents, and employees.

This Agreement is executed the day and year written at the beginning of this Agreement.

Owner:	Consultant:
City of Condon, Oregon	Anderson Perry & Associates, Inc.
By _____	By <u>Chas Hutchins</u>
Type Name _____	Type Name <u>Chas Hutchins, P.E.</u>
Title _____	Title <u>President</u>

EXHIBIT A
SCOPE OF WORK
CITY OF CONDON, OREGON - SOUTH SIDE SIDEWALKS PHASE 1
December 3, 2025

PROJECT UNDERSTANDING

This Scope of Work (SOW) outlines the project understanding and the tasks that will be performed by Anderson Perry & Associates, Inc. (Consultant) for the South Side Sidewalks Phase 1 project for the City of Condon, Oregon (Owner). The Owner intends to construct sidewalk on the west side of South Main Street between West Spring Street and West Court Street. The proposed improvements include the construction of approximately 300 feet of 6-foot wide concrete sidewalk, concrete driveways, concrete curb, and aggregate base; installation of two new storm drain catch basins; and installation of approximately 60 linear feet of 12-inch storm drainpipe.

Upon approval by the Owner for the Consultant to proceed, the Consultant will provide services for the project tasks included herein.

Project Management and Coordination

The Consultant will provide project management and coordination of all tasks included in this SOW as described below.

1. Prepare for and hold a pre-project coordination meeting with the Owner to review the project and discuss critical project issues, objectives, needs, schedule, etc.
2. Prepare an initial project schedule and updates as needed.
3. Provide monthly invoices and progress reports.
4. Provide quality assurance and quality control review of all documents.

TASK 1 - DESIGN ENGINEERING

1. Complete a topographic design survey of the work area. The topographic design survey will include existing utilities (located by others), fire hydrants, water meters, valves, manholes, etc. A formal request for utility locations within the project boundary will be requested by the Consultant. The topographic survey will include the area for both Phase 1 and Phase 2 of the South Side Sidewalks project. The survey area for the Phase 2 design will consist of approximately 300 feet of South Main Street between Court and Spring Streets.
2. Prepare 60 percent draft Drawings and a fee estimate for the proposed improvements for review by the Owner.
3. Prepare a 90 percent draft Advertisement for Bids, Instructions to Bidders, and Bidder's Packet (hereinafter referred to as Bidding Documents) and a draft Agreement, Contract Forms, Conditions of the Contract, Technical Specifications, and Drawings (hereinafter referred to as Contract Documents) for the proposed improvements.

4. Make adjustments as needed to the draft opinion of probable construction cost based on the 90 percent Documents.
5. Attend design review meetings via teleconference with the Owner (and the Oregon Department of Transportation [ODOT] if required) at the 60 and 90 percent complete stages.
6. Provide coordination for ODOT development review and approval of the proposed improvements.
7. Make adjustments as needed to the opinion of probable construction cost and probable total project cost based on the final Bidding and Contract Documents.
8. Prepare and furnish final stamped Bidding and Contract Documents for use by the Owner, its legal counsel and other advisors as appropriate, and appropriate agencies.

Deliverables

- Topographic base map including a digital terrain model of the project site
- 60 percent draft Drawings
- Bidding and Contract Documents delivered at the 90 percent and final design stages
- Opinion of probable construction cost

Assumptions

- The Owner will handle all negotiations with individual property owners for required easements and any land needing to be acquired for the project.
- The Owner will handle all negotiations with ODOT for required curb ramp improvements and access management related to the site improvements.
- This SOW does not include design of new Americans with Disabilities Act curb ramps or other improvements required or requested by ODOT.
- A geotechnical investigation will not be required.
- Right-of-way (ROW) and/or easement acquisition is not anticipated and is not included in this SOW.
- The Consultant will prepare Bidding and Contract Documents for the project in accordance with the Engineers Joint Contract Documents Committee - 2018 standard documents.
- The Owner will pay all required plan review and permit fees.
- A topographic survey will be provided by the Consultant.
- Unrestricted access to the project area is available to complete the work.
- The Owner will secure the necessary land easements, ROW, and construction permits. The Consultant can assist the Owner with these tasks, if requested, as outlined under “Additional Services.”

The Design Engineering services will be considered complete when the final Bidding and Contract Documents are approved by the Owner and other authorities having jurisdiction.

TASK 2 - CONSTRUCTION ENGINEERING

After acceptance of the Bidding and Contract Documents by the Owner and appropriate agencies and upon authorization by the Owner to proceed, the Consultant will perform the following tasks:

1. Assist the Owner in advertising and obtaining bids for the work and maintain a record of prospective bidders to whom Bidding and Contract Documents have been issued. The Consultant will answer questions from prospective bidders and suppliers.
2. Prepare and issue addenda as appropriate to clarify, correct, or change the Bidding Documents and/or Contract Documents.
3. Consult with the Owner as to the acceptability of the subcontractors, vendors, suppliers, and other persons and entities proposed by contractors for the portions of the work where acceptability is required by the Bidding and Contract Documents.
4. Consultant will not be responsible for any decision made regarding the Contract Documents, or any application, interpretation, clarification, or modification of the Contract Documents, other than those made by Consultant or its consultants.
5. Consultant's services do not include providing legal advice or representation.
6. Bidding and Contract Documents prepared by the Consultant may include standard provisions for insurance coverages to be provided to the Owner by the Contractor. Since the Consultant is not qualified to advise on insurance matters, the Owner agrees to review those provisions prior to the bidding process with its insurance advisor and to notify the Consultant of changes to be made, if any, to these provisions.

Assumptions

- The Owner will be responsible for retaining the services of a qualified licensed construction contractor to complete the work.
- The Owner will conduct the bid opening, pre-construction conferences, construction progress, warranty walkthrough, and other project-related meetings and will take timely and appropriate action with respect to Change Orders, Applications for Payment, the Certificate of Substantial Completion, and the Notice of Acceptability of Work.
- Unrestricted access to the project area is available to complete the work.
- The estimated fee for "Construction Engineering" in the Agreement is included for budgeting purposes only.
- The Owner can require either a reduced or increased level of construction review or general engineering review at any time in coordination with the Consultant. In the event an increased level is required, an agreement will be reached between the Consultant and Owner as to whether additional amounts in excess of the fee estimate provided in this section will be required.
- The Consultant will be responsible only for those construction phase services expressly required of the Consultant in this task, if any. With the exception of such expressly required services, the Consultant will have no design, Shop Drawing review, or other obligations during construction, and the Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims,

Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of the Contractor's payment applications, and all other necessary construction phase administrative, engineering, and professional services. Owner waives all claims against the Consultant that may be connected in any way to construction phase administrative, engineering, or professional services except for those services that are expressly required of the Consultant in this task, if any.

The Construction Engineering services will be considered complete when the project is accepted by the Owner.

ADDITIONAL SERVICES

In addition to the foregoing being performed, the following services may be provided by the Consultant when requested by the Owner in writing. If additional services are requested, the scope and fees will be added by amendment to this SOW or under a separate Agreement.

1. If requested by the Owner, the Consultant may assist the Owner with obtaining any additional permits, applications, outside utility services, etc., as necessary for the work. The Owner will pay all fees associated with any permits and applications, if such fees are required. The Consultant will not be responsible for such fees.
2. Redesign work when requested to do so by the Owner. Such work will include changes in the design that are beyond the control of the Consultant and/or changes in the Bidding and Contract Documents after such Contract Documents have been accepted by the Owner.
3. Perform special tests, specialized studies, or tests other than previously outlined herein that may be required on the project.
4. Provide additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the work, (2) a significant amount of defective, neglected, or delayed work by the Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) longer construction time than anticipated, or (5) default by the Contractor.

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2025 HOURLY FEE SCHEDULE

Effective January 1, 2025

PROFESSIONAL TECHNICAL STAFF

TECHNICIANS

Technician I	\$ 75.00
Technician II	\$ 80.00
Technician III	\$ 85.00
Technician IV	\$ 95.00
Technician V	\$100.00
Technician VI	\$105.00
Technician VII	\$115.00
Senior Technician I	\$120.00
Senior Technician II	\$130.00
Senior Technician III	\$135.00
Senior Technician IV	\$140.00
Senior Technician V	\$150.00
Senior Technician VI	\$160.00
Senior Technician VII	\$165.00
Senior Technician VIII	\$170.00
Senior Technician IX	\$185.00
Senior Technician X	\$200.00
Senior Technician XI	\$210.00

ENGINEERING

Engineering Technician I	\$115.00
Engineering Technician II	\$125.00
Engineering Technician III	\$130.00
Engineering Technician IV	\$140.00
Engineering Technician V	\$145.00
Engineering Technician VI	\$150.00
Project Engineer I	\$145.00
Project Engineer II	\$155.00
Project Engineer III	\$160.00
Project Engineer IV	\$165.00
Project Engineer V	\$170.00
Project Engineer VI	\$175.00
Project Engineer VII	\$180.00
Project Engineer VIII	\$190.00
Senior Engineer I	\$195.00
Senior Engineer II	\$205.00
Senior Engineer III	\$210.00
Senior Engineer IV	\$215.00
Senior Engineer V	\$220.00
Senior Engineer VI	\$225.00
Senior Engineer VII	\$235.00
Senior Engineer VIII	\$240.00
Senior Engineer IX	\$250.00

PROJECT REPRESENTATIVES

Project Representative I	\$105.00
Project Representative II	\$110.00
Project Representative III	\$115.00
Project Representative IV	\$120.00

SURVEYORS

Survey Technician I	\$ 80.00
Survey Technician II	\$ 95.00
Survey Technician III	\$105.00
Survey Crew Chief I	\$115.00
Survey Crew Chief II	\$125.00
Survey Crew Chief III	\$130.00
Survey Crew Chief IV	\$140.00
Professional Land Surveyor I	\$150.00
Professional Land Surveyor II	\$160.00
Professional Land Surveyor III	\$170.00
Professional Land Surveyor IV	\$180.00
Professional Land Surveyor V	\$205.00

OVERTIME

Overtime Surcharge	\$ 35.00
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EQUIPMENT AND OTHER

GPS Total Station	\$ 45.00	Electrofisher	\$ 30.00
Robotic Survey Station	\$ 35.00	Unmanned Aircraft System	
Total Station	\$ 30.00	(UAS/Drone)	\$ 50.00
Scanning Total Station	\$ 45.00	GIS RTK GPS/GNSS Unit	\$ 35.00
ATV (4-hour minimum)	\$ 35.00	Procure Project Management	
Resource Grade GPS	\$ 25.00	Software (\$/Month/\$1M	
		Construction Project Cost) ..	\$110.00

OUT OF TOWN WORK

Mileage will be charged at the applicable IRS rate for standard highway vehicles. Mileage will be charged at \$0.85 per mile for vans and pickup trucks. Subsistence will be charged either per diem or actual cost, per contract. Lodging will be billed at actual cost.

OTHER

Other miscellaneous, direct, and outside expenses, including special Consultants, will be charged at actual cost plus 10%.

Expert Witness will be charged at two times the standard hourly rate.

All accounts unpaid 30 days after date of invoice may be charged a service fee of 1.0% per month.

This Hourly Fee Schedule is revised annually on or around January 1.

Finance Director

221 S. Oregon St. PO Box 427 Condon, OR 97823
Office: 541.351.9539 Fax: 541-351-9561



FY2025-26 Capital Investment Grant Funding Recommendations from Competitive Grants Review Committee

Gilliam County Court,

The Competitive Grants Review Committee met on Nov 4th and 6th, 2025, to review Round 1 of the Capital Investment Grant Applications received for FY2025-2026; 8 applications were received totaling \$1,192,074 in requested funding. The committee reviewed the applications and had the following recommendations for the County Court's consideration:

- **Envision EyeCare for All** - \$50,000 Requested
 - Recommendation – Pledge \$50,000 contingent on other funding
- **City of Arlington** - \$400,000 Requested
 - Recommendation – Fully Fund
- **North Gilliam County RFPD** - \$38,911 Requested
 - Recommendation – Fully Fund
- **City of Condon** - \$236,625 Requested
 - Recommendation – Fully Fund
- **Gilliam County Fire Services** - \$45,988 Requested
 - Recommendation – Pledge \$30,000 contingent on other funding
- **Condon High School** - \$253,500 Requested
 - Recommendation – Fully Fund
- **Rock Creek Community Center** - \$72,300 Requested
 - Recommendation – Fully Fund
- **Gilliam SWCD** - \$94,750 Requested
 - Recommendation – Fully Fund

If funded as presented, the total for Round 1 would be \$1,176,086. This leaves a remaining balance of \$594,432 for Round 2, which opens in January 2026.

Thank you for your consideration of the Competitive Grant Committee recommendations.

Sincerely,

Brooklynn Griffith, Sherrie Wilkins, Marta Mikkalo, and Kelly Smith

**GILLIAM COUNTY
ECONOMIC DEVELOPMENT GRANT AGREEMENT**

DATE: November 5, 2025

PARTIES: Gilliam County, (“County”)
a political subdivision of the State of Oregon
221 S. Oregon Street
P.O. Box 427
Condon, Oregon 97823

and

City of Condon, (“Grantee”)
an Oregon municipal corporation
P.O. Box 445
Condon, Oregon 97823

RECITALS:

- A. County is providing a certain grant to facilitate strategic economic development in Gilliam County, Oregon.
- B. County has identified the Economic Development Fund, Project Development Costs (232-00-5-50-5010) as an appropriate source of the grant funding.
- C. Grantee has requested that County grant \$200,000.00 to Grantee for the installation of sidewalks on Main Street to link the commercial area to the Condon School District Campus, Condon City Park, Condon Early Learning Center and the Drive In, providing safe pedestrian travel.

AGREEMENT:

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. **GRANT:** Subject to the terms and conditions contained in this Agreement, County will grant and disburse to Grantee an economic development incentive grant in the total amount \$200,000.00 (the “Grant”) for the Project (as defined above).
- 2. **USE OF GRANT FUNDS:** County will provide the Grant funds to Grantee to assist, or defray the costs and expenses associated with the installation of sidewalks on Main Street to link the commercial area to provide safe pedestrian travel to Condon School District Campus, Condon City Park, Condon Early Learning Center and the Drive In as shown on Figure 1 and Figure 2 (the “Project”) and for no other purposes. This Grant is for the

specific project or purpose as stated above. If there is any conflict between this Agreement and Grantee's proposal, this Agreement will control.

3. **GRANT PERIOD:** The Grant is available until October 31, 2026.
4. **CONDITIONS OF APPROVAL:** This Grant is subject to the following conditions:
 - a. Grantee will provide County with a written, end of project report presented to the Gilliam County Court within 60 days after Grantee's completion of the Project. Grantee shall provide any additional reports or information requested by County from time to time; and
 - b. All Grant funds shall be used in furtherance of economic development in Gilliam County; and
 - c. Grantee shall reimburse County for all Grant funds received by Grantee if there is any failure to comply with this Agreement; and
 - d. Failure to comply with the terms and conditions of this Agreement may affect eligibility to receive future grant funds.
5. **RELEASE AND INDEMNITY:** GRANTEE RELEASES AND WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, DEFEND, INDEMNIFY, AND HOLD COUNTY AND ITS OFFICERS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, AND AGENTS HARMLESS FOR, FROM, AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) DIRECTLY, INDIRECTLY, WHOLLY, OR PARTIALLY ARISING FROM AND/OR IN CONNECTION WITH THE FOLLOWING: (A) GRANTEE'S USE OF THE GRANT FUNDS AND/OR THE PROJECT; (B) GRANTEE'S ACTS AND/OR OMISSIONS; AND/OR (C) GRANTEE'S BREACH AND/OR FAILURE TO PERFORM ANY GRANTEE REPRESENTATION, WARRANTY, COVENANT, AND/OR OBLIGATION UNDER THIS AGREEMENT.

SUBJECT TO THE LIMITATIONS OF LIABILITY FOR PUBLIC BODIES SET FORTH IN THE OREGON TORT CLAIMS ACT, ORS 30.260 TO 30.300, AND THE OREGON CONSTITUTION, EACH PARTY AGREES TO HOLD HARMLESS, DEFEND, AND INDEMNIFY EACH OTHER, INCLUDING ITS OFFICERS, AGENTS, AND EMPLOYEES, AGAINST ALL CLAIMS, DEMANDS, ACTIONS, AND SUITS (INCLUDING ALL ATTORNEY'S FEES AND COSTS) ARISING FROM THE PERFORMANCE OF THIS AGREEMENT WHERE THE LOSS OR CLAIM IS ATTRIBUTABLE TO THE NEGLIGENT ACTS OR OMISSIONS OF THAT PARTY.

6. **OTHER LEGAL:**
 - a. Subject to Section 2, Grantee will not assign or otherwise transfer its rights and/or obligations under this Agreement without the prior written approval of County.
 - b. This Agreement shall not be interpreted to create any pledge or any commitment by County to make any other or further grants or contributions to Grantee or any other person or entity for this or any other purpose.

- c. Grantee is solely responsible for all activities supported by the Grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship. Grantee will not present itself as an agent of County for any purpose and has no authority to bind the County in any manner whatsoever.
- d. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, suit or proceeding between the County and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Gilliam County for the State of Oregon or, if the claim, action, suit or proceeding must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- e. This Agreement and attached exhibits, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind the Parties unless in writing and signed by both Parties and all necessary State approvals have been obtained.
- f. In the event of any action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, in addition to costs and disbursements, at arbitration, trial, and on appeal.
- g. The signatories to this Agreement are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.
- h. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of a subsequent breach of that or any other provision.
- i. This Agreement may be executed in one or more counterparts, including by signature pages delivered in electronic format, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

COUNTY:
 Gilliam County,
 a political subdivision of the
 State of Oregon

GRANTEE:
 City of Condon,
 an Oregon municipal corporation

By: Cris Patnode, County Judge

By: Dustan Hall, Mayor

2024-2025 Fiscal Year Report
Oregon Frontier Chamber of Commerce for City of Condon
Brittany Dark: Executive Director 541-384-7777 Brittany@Oregonfrontierhcamber.com
www.OregonFrontierChamber.com

Condon Council,

Please find enclosed the detailed information as it pertains to the utilization of funds allocated to the Oregon Frontier Chamber of Commerce. The continued support from the City of Condon through the Transient Lodging Tax is a vital resource in bringing the community and visitors together. We, at the Oregon Frontier Chamber, appreciate your continued partnership.

Condon's [Transient Lodging tax \(TLT\)](#) contributed \$22,052.18 towards supporting the initiatives for Condon.

In 2024-2025, the Oregon Frontier Chamber used these funds to strengthen the local business community in the following ways:

To help local businesses grow & build entrepreneurship

- Feature [Employment Opportunities](#) via Social Media & our website.
- Shop Local Promotion (Yearly Nov./Dec.)
- Oregon Main Street Revitalization Hub
 - 2023 Grant Recipient: Times Journal
 - 2025 Grant Recipient: Round-up
 - [2023 RLS Report](#)
- [Gilliam County Small Business Grant](#) - Administration
- [EEIP](#) Program Administration
- [CO.STARTERS](#) Bootcamp business entrepreneurship courses
- Small Business Success Days

To Market Condon:

- [Eastern Oregon Visitor Guide](#) 2024-2025 Pg. 74-85
- [John Day River Farm Trail Brochure](#) - Reprint Scheduled for 2026
- Times Journal: Regular Distribution of Events
- [DMO Location](#): The Mezzanine

Events: Promote and host local events and including:

- [Community Calendar](#) Maintenance
- Condon Fabulous 4th of July
- Main Street: Signage, Promotion, Events
 - July 4th
 - Main Street Trick or Treating
 - Fall Festival
 - Condon Light Festival & Parade
 - Sip & Shop
- Holiday lighting contest

Funding sources for Condon initiatives:

- Business Oregon Technical Assistance - 2026-2027 Partially Awarded
- Business Oregon Rural Opportunity Initiative - 2026-2027 Partially Awarded
- Business Oregon Economic Equity Investment - As of FY 25/26 Business Oregon is no longer funding this program

- Business [Sponsorships](#)
- Waste Management
- Gilliam County Small Business Grant - See 2024-2025 Summary below

Other:

- Condon Cleanup
- Park Holiday Lighting - volunteers or staffing needed to install lighting
- Storage of event items

Gilliam County Small Business Grant:

Eleven Businesses in Condon were awarded during this past cycle.
Review Full Report [HERE](#)

County Wide Impact

City	# Applicants	# Awarded	\$ Awarded	\$ Requested:
Arlington	3	2	\$29,305	\$35,035
Condon	13	11	\$145,695	\$180,305
Totals:	16	13	\$175,000	\$215,340

Winter Main Street Decor:

Request Funds: Winter Swag replacement: [Quotes HERE](#)

(40) Garland + lights = \$5,824 + shipping

(40) Garland + Lights + Velvet & Gold Bow = \$8,200 + shipping

Request Guidance: [Park Decor Catalog](#)

Future Request - Fall or Winter Main Street Banner Replacement - [Catalog](#)

Oregon Main Street Rural Regional Hub Participation:

Request: Designated Condon Representative

Request: to share [funding request](#) where applicable

Featured Event:

2025 Condon's Fabulous 4th of July

[Detailed Income/Expenditures:](#) \$22,458.65

2026 Condon's Fabulous 4th of July

[Detailed Budget:](#) \$25,230

Request - Sponsorship: \$10,000 towards Entertainment/Fireworks

Future Request - Patriotic Main Street Banner Replacement - [Catalog](#)

City of Condon
 Transient Tax Fund (014)
 Revenue/Expenses

Total 6-30-2025	12,810.33	28,627.43	14,574.50	56,012.26
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Expenses:

Oregon Frontier Chamber 1-1-25 Tax turn	(8,925.24)			(8,925.24)
Oregon Frontier Chamber 1-1-25 Dues		(100.00)		(100.00)
Oregon Frontier Chamber 1-27-25 Music		(2,500.00)		(2,500.00)
Open Country - Flowers 5-25-25			(623.00)	(623.00)
VISA -Wayfair GC Clubhouse Furn 6-22-25			(1,708.17)	(1,708.17)

Total 6-30-25	3,885.09	26,027.43	12,243.33	42,155.85
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Revenue:

Transient Tax Collected July	10,141.85	5,070.93	1,690.31	16,903.09
Transient Tax Collected October 2nd qtr	2,826.97	1,413.49	471.16	4,711.62
Interest July - Oct 2025		585.84		585.84
Lecia - pass through	1,000.00			1,000.00

Total July 21 2025	17,853.92	33,097.68	14,404.81	65,356.40
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Expenses:

Gilliam County Fairboard 7-07-25		(750.00)		(750.00)
Oregon Frontier Chamber of Commerce	(14,026.94)			(14,026.94)
VISA - golf course Open house		(255.95)		(255.95)
VISA - golf course Open house		(202.19)		(202.19)
Two Boys - GC Open house		(246.72)		(246.72)
Times-Journal - GC Open House		(144.00)		(144.00)

Total through 10-31-2025	3,826.98	31,498.82	14,404.81	49,730.60
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City of Condon E-Waste Service Agreement

Universal Recycling Technologies (“URT”) will provide **City of Condon (“Customer”)** with recycling services for electronic displays, peripherals, data containing equipment and other electronic materials (collectively referred to as “E-Waste”) effective beginning **January 1st, 2026**. The purpose of this agreement is to establish parameters for the collection and consolidation of E-Waste at Customer’s facilities and transport to URT facilities for responsible recycling.

CUSTOMER OBLIGATIONS

1. Customer agrees it will provide a true and correct description of E-Waste collected, and that the E-Waste will conform to this description, including any material mix requirements identified in Addendum A - Pricing. Materials that do not meet the mix requirements and/or Shipping & Packaging Guidelines (Addendum C) will be subject to additional handling fees. If the electronic wastes do not conform to the descriptions in this Agreement ("non-conforming material"), URT can, at its option, return it to Customer or require Customer to remove and dispose of the non-conforming material at Customers' expense, and reimburse URT for any expenses URT has incurred.
2. Customer agrees to send all E-waste collected under this program to URT.
3. Customer acknowledges and agrees with pricing as stated on Addendum A - Pricing.
4. Customer will package electronic waste in such a manner as to comply with state and federal DOT regulations for proper packaging of E-Waste and to prevent breakage.
5. Customer shall sort and package E-waste materials in accordance with URT Packaging Guidelines, as defined in Addendum C, and make necessary arrangements to facilitate the collection and consolidation of electronic material in accordance to industry standards and practices and by mutual agreement of both parties.
6. Customer will contact URT and request a pickup or delivery date for all electronic waste shipments.
7. Customer is registered in the state(s) where materials are collected or allows URT to register their site as a URT collection location.
8. Customer recognizes that URT may be collecting Consumer Electronic Devices (CEDs) on behalf of one or more manufacturers seeking to comply with state programs or laws. Any and all CED’s collected by customer and shipped to URT may be used to support manufacturers’ programs in the form of credits. Customer acknowledges and agrees that any such credits associated with CED’s belong to URT and Customer may not under any circumstances offer to sell credits to any third party.
9. Customer shall provide secure collection location(s) for collecting electronic materials for consolidation and transport. Collection facilities shall be operated in accordance to all local and state laws.
10. Customer will provide URT with reasonable access during normal business hours to the Customer’s facility for the purpose of collecting E-Waste for transport.

11. Customer shall coordinate all pick-ups and inbound loads with URT designated point of contact at least 5 business days prior to scheduled pick-up or drop-off request. All pick-up and receiving acknowledgements are subject to schedule loading dynamics.

URT OBLIGATIONS

1. Handling of E-Waste Loads:
 - 1.1. When transportation is provided by URT, URT will transport electronic waste in a safe manner and in full compliance with all valid and applicable statutes, ordinances, orders, rules and regulations of federal, state and local governments in whose jurisdictions such activities are performed under this Agreement.
 - 1.2. URT shall respond to request(s) for pick-up transportation inquiries/requests from Customer within normal business hours of operation and accommodate pick-up requests in accordance to URT inbound scheduling dynamics.
 - 1.3. URT shall inspect the shipment prior to acceptance of an E-Waste load to confirm that the correct materials have been received.
 - 1.4. URT shall visually and manually screen each shipment for hazardous components. Notwithstanding any other terms in this Service Agreement, URT shall not accept any of the following materials for processing: liquids, chemicals, oils, radioactive devices, biological, infectious waste, dry powder substances or any materials not in conformance with universal waste rules and regulations.
2. Processing of E-Waste Loads:
 - 2.1. URT recycles all non-hazardous acceptable materials received or collected under this Services Agreement using standard methods approved in the industry.
 - 2.2. URT understands that some Customer equipment may contain electronic data which must be removed either through approved electronic data removal software or physically destroyed.
 - 2.3. URT ensures that all final waste and hazardous materials resulting from the recycling process are disposed in accordance with all applicable laws, rules, regulations, orders, and ordinances, as they may be amended from time to time.
 - 2.4. URT represents that all materials shall be recycled and/or remarketed. "Recycled" means prior to resale or reuse all materials are (a) rendered unfit for their original use or (b) dismantled into component materials such as plastic, steel, aluminum and glass. "Remarketed" means the resale as a product or as an operating component of a product or reuse of the material for use as it was originally intended.
 - 2.5. URT shall have the right to sell into global markets any commodities generated from E-Waste Materials. Any such sale by URT shall conform both to the export control laws and regulations of the United States and to the import laws of the receiving countries.
 - 2.6. URT will provide electronic Certificates of Recycling and summary of all electronic wastes to contact provided by Customer in Addendum B – Customer Details.

TERMS & CONDITIONS

1. Terms of Collection and Consolidation Services Agreement shall remain in place until **December 31st, 2026** and shall continue in effect from year to year thereafter. However, URT or Customer may terminate this agreement with 30 day written notice at any time during the course of the agreement.
2. Weights and/or unit counts of electronic waste will be determined upon receipt by URT.
3. Customer will pay the rates set forth on Addendum A, which may be modified upon immediate notice to account for: any increase in or to recoup all or any portion of, disposal, fuel, or environmental compliance costs; any change in the composition or commodity value of the waste; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges, municipal franchise fee increases and acts of God such as floods, fires, etc. Outside of the foregoing contexts, URT will provide not less than thirty (30) days' notice of any price increase.
4. Both parties agree to assign a point of contact to conduct all ongoing communications and transactions.
5. Confidential Information: Confidential information shall include any information disclosed by one party to the other party in confidence, which shall be deemed the Confidential Information of each disclosing party and the terms of this Services Agreement, including without limitation, the fees charged or rebate payments paid by URT hereunder, which shall be deemed the Confidential Information of both parties.
6. Invoicing:
 - 6.1 Any invoices submitted by URT for services provided pursuant to this agreement are NET thirty (30) day terms. Invoices will be paid by check or wire in accordance with written instructions provided by URT with said invoice. Any unpaid invoices beyond Net 60 shall be subject to a 5% late fee surcharge per month until such time as unpaid balances are paid in full.
 - 6.2 Any invoices submitted by Customer for services provided pursuant to this agreement will be paid NET forty-five (45) days from invoice date.
7. Fees: Amounts to be paid by URT or charges to Customer shall be as set forth on Addendum A.
8. Mutual Indemnification for Personal Injury, Property Damage and Violations of Law: URT and Customer (each, as context dictates, an "Indemnitor") hereby each agrees to indemnify, hold harmless and defend the other party, and its parent, corporate affiliates, subsidiary companies, owners, officers, directors and employees (collectively, and as context dictates, the "Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, fees, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including attorneys' fees (collectively, "Liabilities"), which any or all of the Indemnitees may hereafter suffer, incur, be responsible for or pay out for personal, bodily injury or death of the Indemnitee's employees, agents, subcontractors or invitees, or damage to property owned, leased, rented or hired by the Indemnitee, to the extent caused by: 1) the Indemnitor's breach of any representations, covenants or warranties set forth in this Agreement; or 2) the Indemnitor's or its employees', officers', owners', corporate affiliates' or Subcontractors' (and their subcontractors at any tier) acts, omissions or violations of an obligation imposed by law or contract in the performance of this Agreement. Notwithstanding anything stated herein, no Indemnitee will be entitled to the benefits of this indemnity Section 4 with respect to any Liabilities to the extent they arise as a result of any negligence or misconduct of any Indemnitee.
9. Environmental Indemnification: URT agrees to indemnify, hold harmless and defend the Customer, and Customer's Indemnitees from and against any and all Liabilities which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of contamination or adverse effects

on the environment including any Liabilities for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as Superfund) or comparable state law, caused by the Services provided by URT under this Agreement with respect to Customer's Recycled Materials; provided, however, the obligation of URT to indemnify the Customer will not apply to any Liabilities relating to Non-Conforming Waste or involving waste products disposed of or handled in facilities that are designated for use or engaged by Customer or designated by state, county or local law or ordinance unless such facilities are owned or operated by URT. Customer agrees to indemnify, hold harmless and defend URT, and URT's Indemnitees from and against any and all Liabilities which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of Customer's tender or delivery of Non-Conforming Waste to URT or its Subcontractors.

10. This Agreement will be governed by the Laws of the State of Oregon and are binding on the successors and assigns of both parties. The indemnification made by each party will survive termination of this Agreement.

Acceptance:

IN WITNESS WHEREOF, the Parties hereto have executed E-Waste Service Agreement intending to be bound thereby on the day and year the contract is fully executed.

UNIVERSAL RECYCLING TECHNOLOGIES, LLC
("URT")

CITY OF CONDON **("CUSTOMER")**

By: Bryan Catello

By: _____

Title: Director, Business Development

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Addendum A: Pricing

Item Category	Material Specifications	U/M	Pricing
12000-C	TV Cathode Ray Tube (-C)	Lbs.	-\$0.02
12600-C	TV Console Cathode Ray Tube (-C)	Lbs.	-\$0.02
12400-C	TV Flat Screen (-C)	Lbs.	-\$0.02
12550-C	TV Projection Cathode Ray Tube (-C)	Lbs.	-\$0.02
13600-C	Flat screen Monitors (-C)	Lbs.	-\$0.02
16875-C	Printer/Copier/Fax/Scanner Combos (-C)	Lbs.	-\$0.02
16800-C	Printers w/out Ink & Toner (-C)	Lbs.	-\$0.02
11150-C	Laptop Computers (-C)	Lbs.	-\$0.90
11080-C	Incomplete Laptops (-C)	Lbs.	-\$0.35
49500-C	PC Complete (-C)	Lbs.	-\$0.30
49525-C	PC Incomplete - 1 (-C)	Lbs.	-\$0.25
49506-C	PC Incomplete - 2 (-C)	Lbs.	-\$0.20
16895-C	Peripherals 3 (-C)	Lbs.	-\$0.02
16725-C	Electronic Mice (-C)	Lbs.	-\$0.02
16700-C	Keyboards (-C)	Lbs.	-\$0.02

NOTES:

Negative pricing indicates a rebate to the customer.

Transportation is included. URT asks that customers request dock times 5 days in advance for proper scheduling into a URT facility.

Peripheral Categories:

Included in separate document

PC Categories:

Item Code	Item Name	Description
49500	PC - Complete	Contains the hard drive, at least 2 memory sticks, processor, power supply, heat sink and all other components.
49525	PC Incomplete – 1	Missing any 2 items, including but not limited to, the hard drive, memory, processor, power supply or heat sink.
49506	PC Incomplete – 2	Missing 3+ items, including but not limited to, the hard drive, memory, processor, power supply or heat sink.
11025	PC Shells/(scrap steel)	Missing most or all components

U/W Tare Weight Matrix	Pounds
Pallet	39.00
Pallet/Gaylord	68.00

Rev 3/20/17

This document contains private, privileged and confidential information and is intended solely for the use of the addressee. This information is not to be disclosed or distributed to other parties without the expressed, written permission of URT.

Addendum B: Customer Details

PRIMARY CONTACT
Name:
Address:
Phone Number:
Email:

COLLECTION SITE & CONTACT
Site Address:
Contact Name:
Contact Phone Number:
Contact E-Mail:
Days/Hours of Operation For Public Drop Off:
Days/Hours of Operation For Scheduling/Trucks:

INVOICING CONTACT
Name:
Address:
Phone Number:
Email:

MARKETING CONTACT
Contact Name:
Contact Number:
Contact E-Mail:

GENERAL PUBLIC INFORMATION

Web Address:
Facebook Page:
Twitter Account:
Toll-Free Number:

December 3, 2025

I am writing to inform you of my decision to resign from my position on the City Council December 3, 2025. It has been an honor to serve on the Council and represent our community.

I would like to express my gratitude for the opportunities I have had while serving on the Council. It has been a privilege to work alongside dedicated individuals committed to improving the quality of life in our city.

Thank you for understanding, and I wish the entire Council continued success in their efforts to better serve our community.

Sincerely,

Daurian

Public Works Department Equipment List

		Running Total	
Hopper Broom		\$8,875.00	
LD-16 Leak Detector		\$5,650.00	\$14,525.00
PL-VF10R Line Locator		\$4,950.00	\$19,475.00
Wacker Neuson 35" Double Drum		\$24,342.50	\$43,817.50
Pavijet Mini Paver	New	\$62,715	New \$106,532.50
	Used	\$46,000	Used \$89,817.50



Gilliam County Sheriff's Office

Total CAD Calls Received, by Nature of Call in Zone GSOA

<u>Nature of Call</u>	<u>Total Calls Received</u>	<u>% of Total</u>
911 Open Line	1	1.61
Animal Bite/Attack	1	1.61
Animal/Dog Complaint	2	3.23
Civil Problem/Service	2	3.23
Criminal Mischief	1	1.61
Drug or Narcotics Violation	1	1.61
DUII Investigation	1	1.61
Follow-Up Investigation	3	4.84
Information Report	1	1.61
Noise Complaint	2	3.23
Lost/Found Property	1	1.61
Public Assist	2	3.23
Search Warrant	1	1.61
Security Check	1	1.61
Subject Stop	1	1.61
Suicide	1	1.61
Suspicious Person/Circumstance	3	4.84
Vehicle Stop	29	46.77
Trespass	2	3.23
Unauthorized Use of Motor Veh	1	1.61
Vehicle Check	1	1.61
Warrant Service	1	1.61
Welfare Check	3	4.84

Total reported: 62

Report Includes:

All dates between `00:00:00 11/01/25` and `23:59:00 11/30/25`, All nature of incidents, All cities, All types matching `I`, All priorities, All agencies, All zones matching `GSOA`



Gilliam County Sheriff's Office

Total CAD Calls Received, by Nature of Call in Zone GSOC

<u>Nature of Call</u>	<u>Total Calls Received</u>	<u>% of Total</u>
911 Open Line	1	3.33
Animal/Dog Complaint	1	3.33
Serving Civil	2	6.67
Disturbance/Verbal/Argument	1	3.33
Fish & Game	1	3.33
Follow-Up Investigation	4	13.33
Juvenile Problem	4	13.33
Motorist Assist	1	3.33
Parking Problem	1	3.33
Public Assist	2	6.67
Shots Heard only	1	3.33
Test Call	1	3.33
Theft/Shoplift	1	3.33
Vehicle Stop	7	23.33
Welfare Check	2	6.67

Total reported: 30

Report Includes:

All dates between `00:00:00 11/01/25` and `23:59:00 11/30/25`, All nature of incidents, All cities, All types matching `I`, All priorities, All agencies, All zones matching `GSOC`



Gilliam County Sheriff's Office

Total Traffic Citation Report, by Area

<u>Area</u>	<u>Citations</u>	<u>Violations</u>
GCSO Gilliam County	112	112
GSOA ARLINGTON	7	7

Report Totals	119	119
----------------------	------------	------------

Report Includes:

All dates of issue between `00:00:00 11/01/25` and `23:59:00 11/30/25`, All agencies matching `GCSO`, All issuing officers, All areas, All courts, All offense codes, All dispositions, All citation/warning types



Gilliam County Sheriff's Office

Total Traffic Warning Report, by Area

<u>Area</u>		<u>Warnings</u>	<u>Violations</u>
GCSO	Gilliam County	32	32
GSOA	ARLINGTON	4	4
GSOC	CONDON	4	4

Report Totals: 40 40

Report Includes:

All dates between `00:00:00 11/01/25` and `23:59:00 11/30/25`, All agencies matching `GCSO`, All issuing officers, All areas, All violations



Gilliam County Sheriff's Office

Total CAD Calls Received, by Nature of Call in Zone

<u>Nature of Call</u>	<u>Total Calls Received</u>	<u>% of Total</u>
911 Open Line	2	0.70
Agency Assistance	7	2.45
Animal Bite/Attack	1	0.35
Animal/Dog Complaint	4	1.40
Attempt to Locate	1	0.35
Burglary	1	0.35
Call-Back Request	1	0.35
Civil Problem/Service	2	0.70
Serving Civil	2	0.70
Criminal Mischief	1	0.35
Disturbance/Verbal/Argument	2	0.70
Driving Complaint	22	7.69
Drug or Narcotics Violation	1	0.35
DUII Investigation	1	0.35
Extra Patrol Request	1	0.35
Fish & Game	1	0.35
Follow-Up Investigation	13	4.55
Traffic Hazard	6	2.10
Information Report	1	0.35
Intoxicated Person/Drunk Subj	1	0.35
Juvenile Problem	4	1.40
Livestock Incidents	2	0.70
Mental Subject	1	0.35
Motorist Assist	21	7.34
Noise Complaint	1	0.35
Slide Off	1	0.35
Parking Problem	1	0.35
Panic/Burglary Alarm	1	0.35
Lost/Found Property	2	0.70
Public Assist	6	2.10
Restraining Order Violation	2	0.70
Search Warrant	1	0.35
Security Check	1	0.35
Shots Heard only	1	0.35
Subject Stop	1	0.35
Suspicious Person/Circumstance	9	3.15
Test Call	1	0.35
Theft/Shoplift	1	0.35
Vehicle Stop	143	50.00
Trespass	5	1.75
Unwanted	1	0.35
Unauthorized Use of Motor Veh	1	0.35
Vehicle Check	1	0.35
Warrant Service	1	0.35

<u>Nature of Call</u>	<u>Total Calls Received</u>	<u>% of Total</u>
Welfare Check	6	2.10

Total reported: 286

Report Includes:

All dates between `00:00:00 11/01/25` and `23:59:00 11/30/25`, All nature of incidents, All cities, All types matching `I`, All priorities, All agencies matching `GCSO`, All zones



Gilliam County Sheriff's Office

Law Incident Summary Report, by Incident Number

Agency: Gilliam County Sheriffs Office

<u>Number</u>	<u>Time and Date</u>	<u>Nature</u>	<u>Location</u>	<u>Dsp</u>
G25-278	10:10:53 11/02/25	Crim Mischief	GSOA	ACT
G25-280	20:56:15 11/07/25	Mvc	GCSO	CLD
G25-281	14:29:49 11/13/25	Agency Assist	GCSO	CLD
G25-282	02:43:14 11/14/25	Assault	GSOA	REF
G25-283	16:20:28 11/14/25	Juvenile Prob	GSOC	
G25-284	18:25:38 11/15/25	Drugs	GSOA	CLD
G25-285	14:07:13 11/20/25	Information	GCSO	CLD
G25-286	15:59:31 11/20/25	Wanted Subject	GSOA	CAA
G25-287	16:48:02 11/20/25	Roviol	GCSO	RDA
G25-288	19:43:32 11/20/25	Roviol	GCSO	CAA
G25-289	13:19:21 11/23/25	Juvenile Prob	GSOC	
G25-290	05:56:56 11/25/25	Burglary	GCSO	
G25-291	15:26:35 11/25/25	Warrant Service	GSOA	CAA
G25-292	17:25:08 11/25/25	Traffic Stop	GSOA	CAA
G25-293	17:16:53 11/25/25	Juvenile Prob	GSOC	
G25-294	09:35:01 11/26/25	Subject Stop	GCSO	CAA
G25-295	14:49:36 11/26/25	Duii	GCSO	CAA
G25-296	13:37:01 11/27/25	Agency Assist	GCSO	RDA
G25-297	10:44:14 11/29/25	Agency Assist	GCSO	

Total Incidents for This Agency: 19

Total reported: 19

Report Includes:

All dates between `00:00:00 11/01/25` and `23:59:00 11/30/25`, All agencies matching `GCSO`, All officers, All dispositions, All natures, All locations, All cities, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes

Kathryn Greiner

From: Todd Lake <todd.lake@gilliamcountyor.gov>
Sent: Friday, November 14, 2025 10:52 AM
To: Kathryn Greiner
Cc: Cris Patnode; Anja Mundy
Subject: RE: City lease

Hello Kathryn,
Gilliam County Transportation will be vacating the shop building behind the Condon City hall (127 S Ward St.) on December 31, 2025 when our current lease expires with the city of Condon.
The lease of the building was instrumental in storing our larger vehicles until our new facility was constructed.

Thank you.

Todd Lake
Transportation Director
(541) 303-4547

From: Kathryn Greiner <admin@cityofcondon.com>
Sent: Monday, November 10, 2025 9:16 AM
To: Todd Lake <todd.lake@gilliamcountyor.gov>
Subject: City lease

This is an external email. Please take care when clicking links or opening attachments.

Hi Todd,

We discussed that you would continue the lease of the back shop until it expired at December 31, 2025, correct? Can you send me an email with that information so I can put it in the file and we get the keys to park the city vehicles in there when January rolls around?

Thanks

Kathryn Greiner
City Administrator
541-384--2711