



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, FEBRUARY 4, 2026, 7:00 PM

Zoom Information

<https://us02web.zoom.us/j/88391644653?pwd=bVdMYfRaEPOb6AngpwG4vcrpFzt2JU.1>

Meeting ID: 883 9164 4653

Passcode: 269906

1. CALL REGULAR MEETING TO ORDER
2. ROLL CALL
3. ADDITIONS TO AGENDA
4. PROCLAMATION OF FEBRUARY AS NOBEL LAUREATE MONTH FOR LINUS PAULING AND WILLIAM PARRY MURPHY
5. PUBLIC COMMENT
 - 5.1. The council may hear discussion of unannounced items from the floor and comments on the agenda items. Comments are limited to five (5) minutes. Please state your full name and address.
 - 5.2. Police & Fire – Gilliam County Sheriff Gary Bettencourt
6. CONSENT AGENDA
 - 6.1. Review & Approve the January 7, 2026, Regular Condon City Council Meeting Minutes, the January 23rd Special City Council Meeting Minutes and the January 23rd Council Retreat Minutes
 - 6.2. Review the January Accounts Payable & VISA Statements
7. OLD BUSINESS
 - 7.1. Update on Fairway Housing
 - 7.2. Update on Old Grade School Building
 - 7.3. Update on Community Swimming Pool and discussion and possible vote on timeline on operating current pool
8. NEW BUSINESS
 - 8.1. Appoint Budget Committee Members Maggie Justice, Jay LaRue and Dan Schott to a two-year term ending 12/31/27
 - 8.2. Review and Approve Agreement For General Services with Anderson Perry
 - 8.3. Discuss and Approve audit contract with Accuity LLC
 - 8.4. Discuss and possibly approve new open to the public hours for City Hall
 - 8.5. Approve City of Condon Goals and Priorities for 2026
9. STAFF REPORTS
 - 9.1. Public Works – Public Works Superintendent Gibb Wilkins
 - 9.2. Administration - Interim City Administrator Gibb Wilkins
10. COUNCIL INFORMATION

11. NEXT REGULAR MEETING DATE

12. 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 Hall at (541) 384-2711 to make a request for an interpreter or other accommodations.

Agenda prepared and distributed 01/28/2026



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>
Abandoned Call	1	2.22
Agency Assistance	2	4.44
Animal Problem/Complaint/Rescu	2	4.44
Call-Back Request	2	4.44
Civil Problem/Service	4	8.89
Criminal Mischief	1	2.22
Death/Dead Body	1	2.22
Domestic Violence, DV	1	2.22
Driving Complaint	1	2.22
Extra Patrol Request	1	2.22
Follow-Up Investigation	8	17.78
Traffic Hazard	1	2.22
Noise Complaint	1	2.22
Restraining Order Violation	4	8.89
Subject Stop	1	2.22
Suspicious Person/Circumstance	1	2.22
Threat	1	2.22
Vehicle Stop	11	24.44
Welfare Check	1	2.22

Total reported: 45

Report Includes:

All dates between `00:00:00 01/01/26` and `23:59:00 01/31/26`, All nature of incidents, All cities, All types matching `I`, All priorities, All agencies, All zones matching `GSOC`



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	1	0.34
Abandoned Call	1	0.34
Abandoned Vehicle	3	1.02
Agency Assistance	7	2.38
Animal Problem/Complaint/Rescu	2	0.68
Animal/Dog Complaint	1	0.34
Assault	1	0.34
BRUSH AND GRASS FIRE	1	0.34
Call-Back Request	3	1.02
Civil Problem/Service	7	2.38
Serving Civil	4	1.36
Criminal Mischief	1	0.34
Death/Dead Body	1	0.34
Referral or Assist	1	0.34
Disturbance/Verbal/Argument	3	1.02
Domestic Violence, DV	3	1.02
Driving Complaint	17	5.78
Extra Patrol Request	1	0.34
Follow-Up Investigation	15	5.10
Fraud / Forgery / Scam	1	0.34
Traffic Hazard	4	1.36
Hit & Run	2	0.68
Intoxicated Person/Drunk Subj	1	0.34
Juvenile Problem	1	0.34
Littering / Illegal Dumping	1	0.34
Motorist Assist	11	3.74
Noise Complaint	1	0.34
Slide Off	2	0.68
Parking Problem	2	0.68
Panic/Burglary Alarm	3	1.02
Lost/Found Property	2	0.68
Public Assist	5	1.70
Railroad, Railway, Train	1	0.34
Restraining Order Violation	4	1.36
Subject Stop	1	0.34
Suspicious Person/Circumstance	5	1.70
Theft/Shoplift	1	0.34
Threat	1	0.34
Vehicle Stop	163	55.44
Unauthorized Use of Motor Veh	1	0.34
Vehicle Check	5	1.70
Welfare Check	3	1.02

Total reported: 294

Report Includes:

All dates between `00:00:00 01/01/26` and `23:59:00 01/31/26`, All nature of incidents, All cities, All types matching `I`, All priorities, All agencies matching `GCSO`, All zones



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

MINUTES REGULAR CITY COUNCIL MEETING

WEDNESDAY, JANUARY 7, 2026, 7:00 PM

1. CALL REGULAR MEETING TO ORDER

Council President Jan Stinchfield called the meeting to order at 7:00pm.

2. ROLL CALL

Present: Council President Jan Stinchfield, Councilors Hanna Bass, Jeremy Kirby, Michael Durfey. Staff: Public Works Superintendent Gibb Wilkins, Administrative Assistant Jessica Isley. City Attorney Wyatt Baum. Gilliam County Sheriff Gary Bettencourt. *Mayor Dustan Hall and Councilor Tom Fatland were present via Zoom, however, due to connectivity issues, they were in and out of the meeting.

Guests: Eli Caudill, Darryl Houghtelling, Cris Patnode, Anja Mundy, Robyn Johnson, Jill Frazee, Steve Allen, and via Zoom: Lisa Helms Bettencourt, Dailene Wilson, Kelly Smith, A., Samsung.

3. ADDITIONS TO AGENDA

None.

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.

Darryl Houghtelling, a homeowner and resident of Condon for 27 years. He stated that he has raised his children here and has been active in boards and events for 26 years. 26 years ago he ran for city council and was told that he was not wanted at the time, he was new, and he has not attended a meeting since until now. The last couple of years, he has been frequently asked by family and friends that follow our newspaper and social media online what is with all the negativity in our little town. He is not here to be negative. His hope is that whoever ends up running the city will embrace the citizens with kindness and understanding and a renewed sense of cooperation that we need and deserve in our small town.

5. CONSENT AGENDA

5.1. Review & Approve the December 3, 2025 Regular Condon City Council Meeting Minutes

Councilor Bass made a motion to approve the December 3, 2025 meeting minutes, seconded by Councilor Durfey, motion carried. Yes: Councilors Bass, Durfey, Kirby, Stinchfield. No: 0 Abstain: 0

5.2. Review the December Accounts Payable & VISA Statements

No questions on the December accounts payable and VISA statements.

6. OLD BUSINESS

6.1. Review & Discuss Condon Community Swimming Pool Master Plan

Wilkins expresses concern at the \$11 million dollar price tag and \$5 million of that being site prep. Councilor Durfey states that the way he read it was for the \$5 million, it was actually \$4 million for the buildings and the site being the pool, so that would be prep and concrete. Wilkins and Councilor Durfey both agreed that it was still so much money. Wilkins asked if they would like to table this for the retreat or if they would like to see this go to the pool committee meeting. Councilor Bass said she would like to see it go to a pool committee meeting first. Wilkins states that the final pool master plan was just received on Monday; the previous one was for \$12 million. Councilor Durfey stated that the pool committee needs to look into how they want to move forward. Mayor Hall agreed with Councilor Durfey on getting the pool committee together and going from there. Gibb asked when the pool meeting would need to happen and Councilor Stinchfield stated that it would be nice to have the meeting before the council retreat so that they could have the recommendations.

7. NEW BUSINESS

7.1. Discuss & Approve Six-Month Interim Personnel Appointments

Councilor Stinchfield asked for an overview from Councilors Bass and Kirby from the personnel committee meeting on December 15th. Councilor Kirby states that both Wilkins and Isley were asked to bring their compensation requests to this meeting for the council to decide on. Wilkins explained his ask of \$95k per year, stating that he used comparable salaries both inside and outside the community and went for a whole year so that if the interim position went beyond 6 months, then he would not need to renegotiate with the council after 6 months. Councilor Durfey asked Councilors Bass and Kirby about the personnel committee and what the meeting was about and Councilor Kirby explained that it was to go over job descriptions, titles, and compensation. Wilkins explained that former CA Greiner's position was made up of the city manager and city recorder positions and that he would take on the city manager role and Isley would take on the city recorder role. Councilor Bass explained that Isley had already been working with former CA Greiner on tasks that she would take over. Councilor Durfey asked if they were still looking to hire anyone and Wilkins said the council would need to decide that, and Councilor Bass said right now they are just deciding compensation for the 6-month interim period and that the compensation asks are based on 1 year, so that we wouldn't have to come back and renegotiate. Councilor Stinchfield states that would not be the same for Isley as she is hourly. Isley stated that hourly is negotiable. Wilkins states that if a full-time city manager is found, then he would revert to his previous wage. Councilor Stinchfield states that she appreciates both Wilkins and Isley for stepping up and that she does not have any issue with the compensation packages that were presented. Mayor Hall states that he is good since he was part of the committee that met with Wilkins and Isley. Guest Anja Mundy asked if she could ask a question, and asked, "When will the job be posted again?" Councilor Bass responded that they haven't decided that yet and Anja said that she thought that would be something that they would want to do right away because it takes awhile. Councilor Bass explained that they had just gone through the process as well, so they do have previous candidates and can change job descriptions and work with the company too. Wilkins asked Isley to state out loud what her ask was, and she stated that it was \$80k, which was down from the \$12k that she asked for, so it was about \$10,500. Councilor Durfey said he had a question that he did not know about and asked Wilkins if he was on the hiring committee then what kind of legality would there be for him taking the interim job position. Wilkins asked City Attorney Wyatt Baum to weigh in. Attorney Baum clarified that Wilkins was on the interview committee, not the hiring committee, and that, from an ethical and legal standpoint, there is no issue, as this is a temporary fix, and none of the candidates were hired, and all power is held with city council, and they can appoint whomever they want to the city administrator and city recorder positions. As long as it's been disclosed that Wilkins was on the interview committee that there are no legal or ethical issues with it. Councilor Durfey asked about Isley's compensation and Wilkins said it should be structured as a yearly salary and that if someone is hired then we will revert to our previous pay and that staff will have to be compensated for taking on extra duties. Councilor Stinchfield states that she wants to make sure that they get a discussion down about the recruitment process for the council retreat and Baum weighed in on how it can be futile to keep going out after you have just gone out because you might just get the same applicants but will discuss further at the retreat. Sheriff Bettencourt asked if you raise a person's salary, how do you take that back and if there was BOLI law for that. Wilkins explained that we are going into this knowing it's a temporary fix. Sheriff Bettencourt suggested that the hiring committee include community members. Councilor Stinchfield asked for a motion and Councilor Kirby made the motion to accept the 6-month personnel appointments with Gibb Wilkins at \$95k and Jessica Isley at \$80k, Councilor Bass seconded and motion passed. Yes: Councilors Stinchfield, Kirby, Bass, and Durfey. No: 0. Abstain: 0.

7.2. Review & Approve the 2026-27 Budget Calendar

Councilor Bass made a motion to accept the 2026-2027 Budget Calendar, the 2026 City Calendar, and Gibb Wilkins as the 2026-2027 Budget Officer. Councilor Durfey seconded. Motion passed. Yes: Councilors Bass, Kirby, Durfey, Stinchfield. No: 0. Abstain: 0.

7.3. Review & Approve the 2026 Condon City Calendar

Councilor Bass made a motion to accept the 2026-2027 Budget Calendar, the 2026 City Calendar, and Gibb Wilkins as the 2026-2027 Budget Officer. Councilor Durfey seconded. Motion passed. Yes: Councilors Bass, Kirby, Durfey, Stinchfield. No: 0. Abstain: 0.

7.4. Appoint ??? as 2026-27 Budget Officer

Councilor Bass made a motion to accept the 2026-2027 Budget Calendar, the 2026 City Calendar, and Gibb Wilkins as the 2026-2027 Budget Officer. Councilor Durfey seconded. Motion passed. Yes: Councilors Bass, Kirby, Durfey, Stinchfield. No: 0. Abstain: 0.

7.5. Appoint Councilors to City Committees

Councilor Stinchfield suggested that councilor to be Caudill be put on the housing committee as he has experience in that area, and she would move to the open position on the finance committee. Councilor Fatland was okay with his committees and Mayor Hall is already on all the committees. Mayor Hall made the appointment of councilor to be Caudill to the housing committee and to the park and rec committee, and also moving Councilor Stinchfield to the finance committee.

7.6. Designate The Times-Journal as the Newspaper of Record & City of Condon Depositories of Bank of Eastern Oregon and the Oregon Local Government Investment Pool

Councilor Stinchfield designated The Times-Journal as the newspaper of record and the City of Condon depositories of Bank of Eastern Oregon and the Oregon Local Government Investment Pool.

7.7. Designate Dave Wildman, PE at Anderson, Perry & Associates and Integrator of Record as The Automation Group

Councilor Stinchfield designated Dave Wildman, PE at Anderson, Perry & Associates and Integrator of Record as The Automation Group.

7.8. Review & Approve the Lease with Gilliam County SWCD

Ward Street Shop — the Soil and Water Conservation District will be leasing this. The lease has been reviewed by legal. Councilor Durfey made the motion to approve the lease, Councilor Bass seconded. Motion passed. Yes: Councilors Kirby, Bass, Durfey, Stinchfield. No: 0. Abstain: 0.

7.9. Discuss and Consider Appointment to Fill Vacant Councilor Position

7.9 was moved up before appointing committees. The only letter of interest to fill the vacant councilor position was from Eli Caudill. Councilor Bass asked how long it had been advertised for and Wilkins stated 1 month. Councilor Durfey asked if the vacancy had been advertised. He addressed the community members in the room and asked if they knew about it. Guest Anja Mundy spoke and said that she didn't think it was on the city website, but it had been in the paper. Councilor Stinchfield also stated that it had been advertised. Councilor Stinchfield asked if Mayor Hall had an opinion or if he would like her to make the appointment. Mayor Hall agreed with appointing Eli Caudill to the vacant city council position. Councilor Stinchfield announced that the appointment had been made and received a vote. Yes: Councilors Kirby, Bass, Durfey, Fatland, Stinchfield. No: 0. Abstain: 0.

Eli Caudill's term will expire at the end of 2026, so he will need to run if he plans to stay on city council. He will be sworn in at either the council retreat or the next regular meeting, Feb. 4, 2026.

7.10. Discuss and decide on future placement of cardboard recycling box

One of the cardboard dumpsters at the recycling center is outside the fence on private property. This was allowed by a handshake deal with the previous landowner, who has since passed. The new landowner would like the city to rent this space for \$25 per month. Councilor Durfey thought renting it would be a cheap fix. Further discussion decided that the city should find a permanent solution as the landowner plans to develop the land, and it might only be a short-term solution. Pushing the dumpster further into the fence or using land west of the recycling center were options mentioned. Consensus to find a workable solution.

7.11. Appoint Gibb Wilkins as Cash Manager Administrator for the City of Condon accounts at Bank of Eastern Oregon

Councilor Bass made the motion to appoint Gibb Wilkins as the Cash Manager Administrator for the City of Condon accounts at the Bank of Eastern Oregon. Councilor Durfey seconded. Motion passed. Yes: Durfey, Kirby, Bass, Stinchfield. No: 0. Abstain: 0.

8. STAFF REPORTS**8.1. Public Works – Public Works Superintendent Gibb Wilkins**

PW Wilkins reported that 2.7 million gallons of water was pumped up the hill. He is working on getting cold mix so that the potholes can be filled. Dark sky streetlights LED, budget was \$30k and the cost is about \$38k. Dark sky streetlight discussion has been tabled until the retreat. Councilor Stinchfield would like more information on it. Booster pump #2 was put in 1996 and was pulled. It reached the end of its usable life and will cost \$11k to replace. Booster pump 1 was also placed in 1996 and will be pulled at a later date. Both booster pumps have been inspected every 5 years. Painting for the Summit St traffic and parking will be taking place soon. New meters have caught some big leaks.

8.2. Police & Fire – Gilliam County Sheriff Gary Bettencourt

Sheriff Bettencourt reported that he had a detective leave due to personal reasons. This job is being advertised. They are hoping to find a lateral. The position is for south county. No questions, no complaints.

8.3. Administration – City Administrator

Set date for council retreat. Councilor Durfey indicates that Fridays work well for him. Councilor Bass states she will be gone the last Friday of January. Wilkins will look into scheduling this.

9. COUNCIL INFORMATION**9.1. Gilliam County Housing Solutions Meeting January 28th 5:00pm**

Wilkins states that this is a joint meeting with the county, and he will notice this in case there is a quorum of council members present.

9.2. Columbia Basin High School Rodeo Club Sponsorship Letter

Wilkins states that we donate to the Columbia Basin High School Rodeo each year and Isley states that we have donated \$100.

10. NEXT REGULAR MEETING DATE

10.1. The next Condon City Council meeting will be held Wednesday, February 4, 2026, 7 p.m. at Condon City Hall.

11. ADJOURN REGULAR MEETING

Meeting adjourned by Councilor Stinchfield at 7:37pm.

_____ Date _____
Dustan Hall, Mayor

ATTEST: _____ Date _____
Gibb Wilkins Interim City Manager



128 S Main St.
PO Box 445
Condon, OR 97823
P: 541-384-2711
F: 541-384-2700

**CITY OF CONDON
WORK SESSION AGENDA
CONDON CITY COUNCIL RETREAT WORK SESSION
Friday, January 23, 2026, 1:00 PM
CONDON CITY HALL**

1. CALL THE MEETING TO ORDER

Council President Jan Stinchfield called the work session to order at 1:05pm.

Present: Council President Jan Stinchfield, Councilor Jeremy Kirby, Councilor Hanna Bass, Councilor Eli Caudill, Councilor Mike Durfey, Councilor Tom Fatland (via Zoom), Public Works Superintendent and Interim City Administrator Gibb Wilkins, Administrative Assistant and Interim City Recorder Jessica Isley.

Absent: Mayor Dustan Hall

2. ADDITIONS TO THE AGENDA

None.

3. RETREAT DISCUSSION TOPICS

3.1. Condon Can! Follow up and check in

Wilkins - Chamber wanted to give an update on what they are doing, but the city didn't hear back from them before this work session. Focus on tying projects into the Condon Can! initiative. We will need to refer back to the Condon Can! plan as we move forward with our goals for the city and mention the goals of this plan in our goals and priorities. All roads lead to Condon is the new motto.

3.2. Condon Community Swimming Pool

Councilor Durfey – Pool committee had a meeting last night to discuss the price tag of the new pool facility. The pool committee doesn't think it's feasible to move forward with that price. Townhalls this spring were suggested to see what the community wants. Checking with Fossil school system to see if they would want to participate in funding a new pool. Councilor Durfey will check with other builders for pools in the area. Councilor Durfey says that all the people that he has talked to don't like the proposed pool location, and it would be too hard to get a bond with it there. The current pool needs a leak fixed and spraying in fiberglass. Work on community outreach, site development, bandaiding this pool to fix the leak but still moving forward to build a new pool. \$1.2 million to fix the pool from 2024 estimate. Councilor Bass and Councilor Caudill think townhalls are a great idea. Councilor Bass asked what the draw was for the location where the pool is now and Councilor Durfey said it's what the staff wants and that the park and track are right there for people who come up for swim lessons. Wilkins – projects need to look ahead in decades and not next week. Councilor Stinchfield – feels like they need to make a decision on how long we are going to stay with the pool. Discussion about people outside of city council forming a non-profit to take over running the pool. Councilor Stinchfield – has a lot of reservations about throwing a bunch of city money into a pool that just needs fixing repeatedly. Wilkins has reached out to Condon School Superintendent Michelle Geer to see what the school would think about giving the city the tennis Courts. Wilkins has reached out to several organizations to see if there is money that can be applied to use for the pool. The Ford Foundation has \$20k. Park and Rec capped at \$1 million for funds. Wilkins reached out to Fossil to see if they would be interested in helping fund the pool. Reached out to City Attorney Wyatt Baum to see if a bond is only within city limits. Councilor Durfey – let the community decide as there may not be a pool in 2 years. The city doesn't want to own the pool so we don't have to pay to have it decommissioned. Councilor Fatland – Port, county, etc. do the bond if it needs to be bigger than Condon. Wilkins – new pool prices might be inflated, example, the golf clubhouse bid for \$900k from a company in the valley and \$300k from a local company. Councilor Fatland – quote to refurbish the pool, plumbing, fix leak, mechanical, but not the bathhouse. Councilor Durfey will work on that. Wilkins – if a non profit takes over then the least the city could do is hand over a pool that doesn't leak. Councilor Durfey is going to contact Heppner to find out who built their pool and other pools in Eastern Oregon. Jan feels that the city needs to commit to 2-3 years with the current pool as long as we have county support..

3.3. Condon Grade School — Update and discussion on future plans



128 S Main St.
PO Box 445
Condon, OR 97823
P: 541-384-2711
F: 541-384-2700

Wilkins – Still in the process of the asbestos abatement, needs to have a public meeting regarding that. There is a massive leak over the stage upstairs. Thinks the city should have ownership of the grade school back by this summer. Stucco has asbestos in it. Abatement should happen this spring and take about 1 month to complete. If it's torn down, then it has to be gotten rid of anyway. Councilor Stinchfield – Hard to have a discussion until we know what the status of the building is, whether it will come down or not. Wilkins – need to think about if the playshed will stay or not since it straddles block lines. Councilor Stinchfield thinks we need to keep it and would like to see it be apartments or meeting rooms. Councilor Caudill agrees with housing around the neighborhood. Some designs have been done; 17 apartments for \$12mil per previous ideas.

3.4. Housing — Next Steps on Fairway Housing

Wilkins - All the properties on the ballfield housing have a tax statement that has been included in the packet. Dense blocks require less money to maintain. Going forward on housing projects that the city is involved in, we found we have hit a density that is feasible. Both the city and county will get the invested money from the ballfield housing in about 15 years. Fairway housing – phase 1, maybe just water and sewer, could have lots available by this fall. Any ideas for the next housing project? Councilor Stinchfield – the joint housing meeting with the county, is there an agenda yet? Wilkins – yes, read the agenda and Councilor Stinchfield asked if the county had reached out to Wilkins for any information on the city housing projects that were mentioned in the agenda, and Wilkins said no. Wilkins has spoken to contractors, and they have stated that they need multiple lots under \$50k so they can build them all at once, they don't need subsidies or tax breaks. Wilkins – focus on young people and families. Market rate housing are for households making \$75k per year. Councilor Stinchfield – still need workforce housing. If we don't start attracting young families, then our school system and pool aren't going to be successful. Councilor Fatland asked if Waste Management workers need housing. Councilor Dufery asked if the city had heard anything about being able to obtain property near the golf course. Wilkins said no, but the soil had been tested and came back clean.

3.5. Fiber/Broadband

Wilkins thinks that fiber/broadband was a gamble that didn't pan out. Councilor Dufey – thought that might be the case and, looking at the 20 year plan, it might not be what is needed. Wilkins – we just need to figure out how to use it. Councilor Stinchfield – initially thought the city and county were going to supply fiber to 911 but then they made a deal with Windwave. Home Telephone/Rally had fiber already in town and when they found out that the city and county were running fiber lines, then they brought out theirs. No updates at this time.

3.6. Street & Sidewalk Priorities/Programs

Wilkins – fully funded for the south main street park sidewalks, both sides. Go out bid and it will be done sometime this summer. Will also apply for a grant to redo our transportation plans in February. Still working on getting cold mix. Streetlights – dark sky streetlights x 3 years, finally got CBEC to the table. Materials and CBEC price — \$38k for all the lights and the budget was \$30k. Councilor Stinchfield thinks we need to up the budget to \$38k. Decorative streetlights on Main St – CBEC won't touch them, so we will have to hire a contractor and that will cost approximately \$15k. Might be able to apply for a capital investment grant from the county to see if that will cover the streetlights.

3.7. Park & Recreation — Park and Golf Course

Wilkins - Looking at key cards for the golf course clubhouse and still trying to get a hold of a company to have this done. Men's golf club could be in charge of access to the clubhouse. No big projects planned for either city park nor the golf course at this time. Councilor Stinchfield suggests marketing the golf course clubhouse. Councilor Dufey – mentioned that dead trees had been removed and asked if there were new trees in the budget. Wilkins states that new trees haven't taken well, especially with the deer.

3.8. Public Works Overview — Water & Sewer Projects

Most of the high priority projects are done. Infill on some fire hydrants in town.

3.9. City Facilities — Upgrade, Remodel & Repairs

Nothing major at this time. Memorial Hall floors will be done some time this summer when the floor company is in town to do the school floors. Memorial Hall kitchen is workable but there was mention of it being redone at some point but not this year.

3.10. City Staffing

None.

3.11. Update Goals and Priorities Document

WATER

Current Projects – Ongoing- up to two years



128 S Main St.
PO Box 445
Condon, OR 97823
P: 541-384-2711
F: 541-384-2700

- PW crew will work on projects within the city's Master Plan:
 - o Ward Street – Oregon Street
- Review water rates
- Plan for Phase III of the telemetry system upgrade
- Cell tower revenue will be diverted to its own line item in Fund 020 for a reserve for transmission line.
- Monitor transmission line potential problem areas that were noted in the line's evaluation three years ago.
- Water conservation program – continue to investigate programs and possible grant funds for residents.

Two-Ten Year Projects

- Refurbish wet well at City Farm with either a liner or epoxy material.
- Public Works crew is evaluating and assessing the trouble spots in the system and work on projects in the Public Works Master Plan as needed.
- Continue to evaluate Master Plan to determine when an amendment is needed

SEWER

Ongoing – Two Years

- Public Works crew is evaluating and assessing the trouble spots in the system and work on projects in the Public Works Master Plan as needed
- Develop a plan for manhole replace or installation and place the goal of one manhole per fiscal year. Five + Year Project
- Develop “sludge plan” for lagoons with Anderson, Perry & Associates (Will do this plan if needed)

STREETS/SIDEWALKS

Current – Two year

- Map paving priorities for 10 years by working with Public Works Committee –
- Improve Court and Bayard in partner with Gilliam County Road department.
- Continue to apply for street and sidewalk grants as applicable. This includes SafeRoutes to School grants.

Two-Ten Year Projects

- Streets – Complete repairs and replacement as water and wastewater project are completed.
- Continue sidewalk replacement/repair project with council prioritizing projects.
- Investigate cost-share program for sidewalk replacement or installation for residents that coincide with the city's sidewalk standards. Budget \$20,000 for a program that is first come first serve that provides city approved sidewalks. Start a marketing campaign to let residents know this exists in the 2026-27 budget cycle.

TRANSFER STATION/RECYCLE DEPOT

Current Projects - Ongoing

- Continue to investigate recycling options. Working with current partners – Waste Connections and Rick Watkins
- Look at fencing in the rest of the recycling center.

GOLF

One-Two Year Projects.

- Working on a tree master plan.
- Repair fencing along the perimeter. Fencing was put at a low priority.

PARK

Current Project - Ongoing

- Tree planting plans to eventually replace elms.

POOL

Current Project – Ongoing

- Put in place a two-year work plan to operate the Condon Community Pool that includes a lease with Condon School District and work with Gilliam County on funding.
- Secure long-term operational funding from Gilliam County & information on bond for building new pool.
- Working with Pool Committee to get a plan to operate it at the current location for the next 2 years. Develop a communication strategy to determine interest in continuing pool operations and to build a new pool at another site.
- Plans for a new pool and timeline based on Pool Committee's response in next year

FACILITIES

One-Two Year Projects

- Memorial Hall
 - o Update the layout of kitchen
 - o Continue maintenance of floors
- City Hall
 - o Research new flooring, insulation, new front window and other maintenance issues in the main part of City Hall.
- Ward Street Shop



128 S Main St.
PO Box 445
Condon, OR 97823
P: 541-384-2711
F: 541-384-2700

- o Leased to Soils and Water Conservation District
- Condon Grade School
- o Work with Port of Arlington, Condon Grade School Committee, Gilliam County on development of this facility.

VEHICLES

Current – Ongoing

- Replace 1 ton at golf course with a dump bed vehicle that can be used in winter for sanding and plowing
- Replace 10-yard dump truck with a 5-yard dump truck

PUBLIC SAFETY

Current Project - Ongoing

- Review contract with Gilliam County Sheriff Office, Gilliam County Fire Services and South Gilliam County Rural Fire Protection District

ECONOMIC DEVELOPMENT

Current Project – Ongoing

- Fiber/Broadband – Dark Fiber Lease
 - o Update the Broadband Utilization Plan with community partners
- Housing project –
 - o Affordable workforce housing similar to “company town” and attempt to find technical support to do an innovative housing project for local employees.
 - o Fairway Housing project – Get funding to put in infrastructure.
 - o Continue to investigate local, state and federal programs to continue to develop buildable lots with community partners.
- Public Art – Bronze statues of Nobel Prize Winners from Condon; artwork on the point at the park (fly fisherman, farmer); other areas of Main Street. Investigate grants for public art at local, state and federal level.
- Investigate charging stations for electric vehicles and partner with local entities.

“WISH LIST” Projects

- Water Conservation incentives – cost share on low flow toilets, showerheads, etc.
- Work with Port of Arlington, Gilliam County, Oregon Department of Aviation for installing fuel sales at Linus Pauling Field
- Dog park and pickleball courts.
- A decision on Old Grade School
- More public art

3.12. Other Items

A possible change in city hall hours was brought up. Closing for lunch Monday through Thursday from 1pm - 2pm and closing on Friday at 1pm. This will be discussed further at the next regular city council meeting on Wednesday, February 4, 2026 at 7pm. Also the city is looking for a golf and park attendant for 2026.

4. COUNCIL INFORMATION

None.

5. ADJOURN RETREAT - WORK SESSION MEETING

Adjourn at 2:41pm.



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

**MINUTES
REGULAR CITY COUNCIL MEETING
128 S. MAIN STREET, CONDON, OR 97823, CITY OF CONDON, OR 97823
FRIDAY, JANUARY 23, 2026, 1:00 PM**

1. CALL REGULAR MEETING TO ORDER

Special Meeting was called to order at 1:00pm by council president Jan Stinchfield.

2. ROLL CALL

Members of the Council present: Jan Stinchfield, Hanna Bass, Jeremy Kirby, Mike Durfey, Tom Fatland (via Zoom)

Absent: Mayor Dustan Hall

Quorum established

City Staff present: Interim City Administrator Gibb Wilkins, Interim City Recorder Jessica Isley

3. CALL THE MEETING TO ORDER

4. SWEAR IN NEW CITY COUNCILOR

4.1. Swear in Eli Caudill as City Councilor to a term ending December 31st 2026

Eli Caudill was sworn in as a city councilor by council president Jan Stinchfield.

5. PUBLIC COMMENT

5.1. The council may hear discussion of unannounced items from the floor and comments on the agenda items. Comments are limited to five (5) minutes. Please state your full name and physical address before giving discussion or comment.

None.

6. NEW BUSINESS

6.1. Bank of Eastern Oregon Signature Card Change—Removing former Councilor Dawn Parm and Former City Administrator Kathryn Greiner, adding Interim City Administrator Gibb Wilkins and Councilor Jeremy Kirby and retaining Mayor Dustan Hall and Councilor Jan Stinchfield as authorized signers for the Bank Of Eastern Oregon accounts ending in 1330 and 3673. And affirming that the City of Condon requires two signatures on checks.

Bank of Eastern Oregon Signature Card Change—Removing former Councilor Dawn Parm and Former City Administrator Kathryn Greiner, adding Interim City Administrator Gibb Wilkins and Councilor Jeremy Kirby and retaining Mayor Dustan Hall and Councilor Jan Stinchfield as authorized signers for the Bank Of Eastern Oregon accounts ending in 1330 and 3673. And affirming that the City of Condon requires two signatures on checks.

Councilor Hanna Bass made the motion, seconded by councilor Mike Durfey. All in favor: Councilor Jan Stinchfield, Councilor Jeremy Kirby, Councilor Eli Caudill, Councilor Hanna Bass, Councilor Mike Durfey, Councilor Tom Fatland. Opposed: None. Abstained: None. Motion passes.

6.2. Cash Management Administrator and account administrator — Removing former City Administrator Kathryn Greiner and appointing Interim City Administrator Gibb Wilkins as Cash Management Administrator and account administrator for the Bank of Eastern Oregon accounts ending in 1330 and 3673.

Cash Management Administrator and account administrator — Removing former City Administrator Kathryn Greiner and appointing Interim City Administrator Gibb Wilkins as Cash Management Administrator and account administrator for the Bank of Eastern Oregon accounts ending in 1330 and 3673.

Councilor Mike Durfey made the motion, seconded by Councilor Hanna Bass. All in favor: Councilor Jan Stinchfield, Councilor Jeremy Kirby, Councilor Eli Caudill, Councilor Hanna Bass, Councilor Mike Durfey, Councilor Tom Fatland. Opposed: None. Abstained: None. Motion passes.

6.3. Visa Administrator — Remove former City Administrator Kathryn Griener and appoint Interim City Recorder Jessica Isley as Visa Administrator for Bank of Eastern Oregon Visa Cards ending in 1827 and 8491

Visa Administrator — Remove former City Administrator Kathryn Griener and appoint Interim City Recorder Jessica Isley as Visa Administrator for Bank of Eastern Oregon Visa Cards ending in 1827 and 8491

Councilor Jeremy Kirby made the motion, seconded by Councilor Mike Durfey. All in favor: Councilor Jan Stinchfield, Councilor Jeremy Kirby, Councilor Eli Caudill, Councilor Hanna Bass, Councilor Mike Durfey, Councilor Tom Fatland. Opposed: None. Abstained: None. Motion passes.

7. COUNCIL INFORMATION

None.

8. NEXT REGULAR MEETING DATE

February 4, 2026.

9. ADJOURN REGULAR MEETING

Council President Jan Stinchfield adjourned the special meeting at 1:05pm.

_____ Date _____
Dustan Hall, Mayor

ATTEST: _____ Date _____
Gibb Wilkins Interim 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	12621	Sewer Audit	12/31/2025	3,500.00	.00	
759	ACCUITY, LLC	12621	Water Audit	12/31/2025	3,500.00	.00	
759	ACCUITY, LLC	12621	Administration Audit	12/31/2025	3,500.00	.00	
Total ACCUITY, LLC:					10,500.00	.00	
ANDERSON, BRIAN							
1664	ANDERSON, BRIAN	JAN 2026	W/S DEPOSIT REFUND 310 S W	01/06/2026	69.45	.00	
Total ANDERSON, BRIAN:					69.45	.00	
ASI ACCTECHSOLUTIONS INC							
1551	ASI ACCTECHSOLUTIONS INC	5067	TECH SUPPORT SVCS	01/06/2026	375.00	.00	
Total ASI ACCTECHSOLUTIONS INC:					375.00	.00	
AT&T MOBILITY							
599	AT&T MOBILITY	872564008X12	PHONE	12/06/2025	97.99	.00	
599	AT&T MOBILITY	872564008X12	PW Cell Phone	12/06/2025	97.99	.00	
Total AT&T MOBILITY:					195.98	.00	
BAUM SMITH LLC							
831	BAUM SMITH LLC	38966	Admin Legal	12/17/2025	450.00	.00	
Total BAUM SMITH LLC:					450.00	.00	
BENNETT'S POINT S TIRE & AUTO							
859	BENNETT'S POINT S TIRE & AU	1067401	Flat Repair	12/22/2025	7.00	.00	
859	BENNETT'S POINT S TIRE & AU	1067448	Flat Repair - BACKHOE	12/29/2025	20.00	.00	
859	BENNETT'S POINT S TIRE & AU	1067448	Flat Repair - BACKHOE	12/29/2025	20.00	.00	
Total BENNETT'S POINT S TIRE & AUTO:					47.00	.00	
BISHOP SANITATION							
876	BISHOP SANITATION	114241	Park Restroom	12/21/2025	160.00	.00	
876	BISHOP SANITATION	114766	TRANSFER STATION RESTROO	01/10/2026	130.00	.00	
Total BISHOP SANITATION:					290.00	.00	
BOHN'S PRINTING							
148	BOHN'S PRINTING	8428	Copier Charge	09/29/2025	2.80	.00	
148	BOHN'S PRINTING	9554	Copier Charge	12/23/2025	42.63	.00	
Total BOHN'S PRINTING:					45.43	.00	
BOX R WATER ANALYSIS LAB							
151	BOX R WATER ANALYSIS LAB	X064794	BIOCHEMICAL OXYGEN DEMA	12/17/2025	68.00	.00	
151	BOX R WATER ANALYSIS LAB	X064794	TOTAL SUSPENDED SOLIDS	12/17/2025	47.00	.00	
151	BOX R WATER ANALYSIS LAB	X064811	E coli Coliform Testing	12/17/2025	51.00	.00	
151	BOX R WATER ANALYSIS LAB	X064811	SAMPLE COLLECTIONS/TRANS	12/17/2025	52.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total BOX R WATER ANALYSIS LAB:					218.00	.00	
COLUMBIA BASIN ELECTRIC							
169	COLUMBIA BASIN ELECTRIC	DEC 2025	CITY HALL	12/23/2025	250.29	.00	
169	COLUMBIA BASIN ELECTRIC	DEC 2025	PARK	12/23/2025	50.36	.00	
169	COLUMBIA BASIN ELECTRIC	DEC 2025	Memorial Hall	12/23/2025	229.15	.00	
169	COLUMBIA BASIN ELECTRIC	DEC 2025	Golf Course	12/23/2025	78.01	.00	
169	COLUMBIA BASIN ELECTRIC	DEC 2025	Sewer Plant w pivot	12/23/2025	187.90	.00	
169	COLUMBIA BASIN ELECTRIC	DEC 2025	Disposal	12/23/2025	485.65	.00	
169	COLUMBIA BASIN ELECTRIC	DEC 2025	City Farm	12/23/2025	1,231.22	.00	
169	COLUMBIA BASIN ELECTRIC	DEC 2025	Street Lights	12/23/2025	1,519.36	.00	
169	COLUMBIA BASIN ELECTRIC	DEC 2025	City Farm	12/23/2025	49.58	.00	
169	COLUMBIA BASIN ELECTRIC	DEC 2025	Pool	12/23/2025	49.92	.00	
169	COLUMBIA BASIN ELECTRIC	DEC 2025	LIBRARY	12/23/2025	338.43	.00	
169	COLUMBIA BASIN ELECTRIC	DEC 2025	GRADE SCHOOL	12/23/2025	112.06	.00	
169	COLUMBIA BASIN ELECTRIC	DEC 2025	NEW SHOP	12/23/2025	39.35	.00	
Total COLUMBIA BASIN ELECTRIC:					4,621.28	.00	
COLUMBIA BASIN RODEO CLUB							
170	COLUMBIA BASIN RODEO CLU	DEC 2025	Donation/HS Rodeo	01/10/2026	100.00	.00	
Total COLUMBIA BASIN RODEO CLUB:					100.00	.00	
DEVIN OIL COMPANY							
224	DEVIN OIL COMPANY	DEC 2025	Water Fuel	12/31/2025	244.43	.00	
224	DEVIN OIL COMPANY	DEC 2025	Sewer Fuel	12/31/2025	244.43	.00	
Total DEVIN OIL COMPANY:					488.86	.00	
EDENS, JAMI							
1663	EDENS, JAMI	JAN 2026	W/S DEPOSIT REFUND 133 N LI	01/07/2026	43.01	.00	
Total EDENS, JAMI:					43.01	.00	
ESRI							
1521	ESRI	900167847	ANNUAL SUB FOR CREATOR &	01/02/2026	750.00	.00	
1521	ESRI	900167847	ANNUAL SUB FOR CREATOR &	01/02/2026	750.00	.00	
Total ESRI:					1,500.00	.00	
FERGUSON ENTERPRISES							
254	FERGUSON ENTERPRISES	1353088	WATER PARTS	12/03/2025	3,862.70	.00	
Total FERGUSON ENTERPRISES:					3,862.70	.00	
FITZSIMMONS, AARON							
258	FITZSIMMONS, AARON	2644434	PARTICLE BOARD 1/2" 4X8 SHE	12/23/2025	46.00	.00	
258	FITZSIMMONS, AARON	2644434	PARTICLE BOARD 1/2" 4X8 SHE	12/23/2025	46.00	.00	
Total FITZSIMMONS, AARON:					92.00	.00	
HATTENHAUER DIST.							
304	HATTENHAUER DIST.	DEC 2025	Water	12/31/2025	309.98	.00	
304	HATTENHAUER DIST.	DEC 2025	Sewer	12/31/2025	309.98	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total HATTENHAUER DIST.:					619.96	.00	
HD FOWLER COMPANY							
306	HD FOWLER COMPANY	I7203243	WATER MATERIALS	12/16/2025	81.74	.00	
306	HD FOWLER COMPANY	I7208570	WATER PARTS	12/30/2025	3,257.40	.00	
Total HD FOWLER COMPANY:					3,339.14	.00	
HOME TELEPHONE COMPANY							
766	HOME TELEPHONE COMPANY	DEC 25	Water	01/01/2026	44.17	.00	
766	HOME TELEPHONE COMPANY	DEC 25	Sewer	01/01/2026	284.98	.00	
766	HOME TELEPHONE COMPANY	DEC 25	Administration	01/01/2026	204.74	.00	
Total HOME TELEPHONE COMPANY:					533.89	.00	
INLAND DEVELOPMENT CORPORATION							
897	INLAND DEVELOPMENT CORP	DEC 2025	MRC Fiber Project	01/01/2026	2,040.00	.00	
Total INLAND DEVELOPMENT CORPORATION:					2,040.00	.00	
JAMIESON & MARSHALL							
328	JAMIESON & MARSHALL	DEC 2025	Parts	12/31/2025	57.45	.00	
Total JAMIESON & MARSHALL:					57.45	.00	
JAQUES SHARP ATTORNEYS AT LAW							
1660	JAQUES SHARP ATTORNEYS A	DEC 2025	REVIEW ANDERSON PERRY C	01/05/2026	300.00	.00	
Total JAQUES SHARP ATTORNEYS AT LAW:					300.00	.00	
KERNS BROTHERS, LLC							
768	KERNS BROTHERS, LLC	4690	REPLACED PLUG	01/14/2026	150.00	.00	
Total KERNS BROTHERS, LLC:					150.00	.00	
LANCASTER FENCING LLC							
1657	LANCASTER FENCING LLC	GOLF FENCE	PAYMENT FOR COMPLETION O	01/14/2026	4,500.00	.00	
Total LANCASTER FENCING LLC:					4,500.00	.00	
M & A AUTO PARTS							
371	M & A AUTO PARTS	DEC 2025	D-RING, BOLTS	12/31/2025	32.28	.00	
371	M & A AUTO PARTS	DEC 2025	EXACTFIT-BEAM, DEICER	12/31/2025	23.79	.00	
371	M & A AUTO PARTS	DEC 2025	EXACTFIT-BEAM, DEICER	12/31/2025	23.80	.00	
371	M & A AUTO PARTS	DEC 2025	STABILIZ	12/31/2025	11.48	.00	
371	M & A AUTO PARTS	DEC 2025	STABILIZ	12/31/2025	11.47	.00	
371	M & A AUTO PARTS	DEC 2025	PRIMER AND PAINT SUPPLIES	12/31/2025	45.17	.00	
371	M & A AUTO PARTS	DEC 2025	STOPRUST, FOAM BRUSH, OTH	12/31/2025	47.62	.00	
371	M & A AUTO PARTS	DEC 2025	GREASE GUN	12/31/2025	139.50	.00	
371	M & A AUTO PARTS	DEC 2025	GREASE GUN	12/31/2025	139.50	.00	
371	M & A AUTO PARTS	DEC 2025	SSSCREW	12/31/2025	4.76	.00	
371	M & A AUTO PARTS	DEC 2025	FOAM COVER, HOOKS, UBOLT	12/31/2025	41.03	.00	
371	M & A AUTO PARTS	DEC 2025	NEW STARTER	12/31/2025	103.21	.00	
371	M & A AUTO PARTS	DEC 2025	NEW STARTER	12/31/2025	103.20	.00	
371	M & A AUTO PARTS	DEC 2025	ANTIFREEZE	12/31/2025	41.29	.00	
371	M & A AUTO PARTS	DEC 2025	ANTIFREEZE	12/31/2025	41.30	.00	
371	M & A AUTO PARTS	DEC 2025	OILDRY	12/31/2025	28.98	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
371	M & A AUTO PARTS	DEC 2025	OILDRY	12/31/2025	28.98	.00	
371	M & A AUTO PARTS	DEC 2025	HYD HOSE FITTINGS, HOSE	12/31/2025	104.45	.00	
371	M & A AUTO PARTS	DEC 2025	HYD HOSE FITTINGS, HOSE	12/31/2025	104.45	.00	
371	M & A AUTO PARTS	DEC 2025	TOOLS, BOLTS, UTILITY KNIFE	12/31/2025	26.73	.00	
371	M & A AUTO PARTS	DEC 2025	TOOLS, BOLTS, UTILITY KNIFE	12/31/2025	26.72	.00	
371	M & A AUTO PARTS	DEC 2025	PROPANE	12/31/2025	7.42	.00	
371	M & A AUTO PARTS	DEC 2025	PROPANE	12/31/2025	7.42	.00	
371	M & A AUTO PARTS	DEC 2025	BOLTS	12/31/2025	2.80	.00	
371	M & A AUTO PARTS	DEC 2025	BOLTS	12/31/2025	2.80	.00	
371	M & A AUTO PARTS	DEC 2025	5W40	12/31/2025	26.99	.00	
371	M & A AUTO PARTS	DEC 2025	5W40	12/31/2025	26.99	.00	
371	M & A AUTO PARTS	DEC 2025	Q4 DEMURRAGE	12/31/2025	37.50	.00	
371	M & A AUTO PARTS	DEC 2025	FILTERS	12/31/2025	217.89	.00	
Total M & A AUTO PARTS:					1,459.52	.00	
MORROW COUNTY GRAIN GROW.							
377	MORROW COUNTY GRAIN GRO	DEC 2025	MEMORIAL HALL	12/31/2025	231.05	.00	
377	MORROW COUNTY GRAIN GRO	DEC 2025	Sewer Plant Propane	12/31/2025	284.70	.00	
377	MORROW COUNTY GRAIN GRO	DEC 2025	City Hall Propane	12/31/2025	183.92	.00	
377	MORROW COUNTY GRAIN GRO	DEC 2025	City Hall Propane	12/31/2025	121.64	.00	
377	MORROW COUNTY GRAIN GRO	DEC 2025	MEMORIAL HALL TANK RENTAL	12/31/2025	55.00	.00	
377	MORROW COUNTY GRAIN GRO	DEC 2025	CITY FARM HEATER INSTALLAT	12/31/2025	3,216.18	.00	
Total MORROW COUNTY GRAIN GROW.:					4,092.49	.00	
MURRAY'S CONDON PHARMACY							
394	MURRAY'S CONDON PHARMAC	DEC 2025	BATTERY	12/25/2025	7.95	.00	
Total MURRAY'S CONDON PHARMACY:					7.95	.00	
ONE CALL CONCEPTS, INC.							
904	ONE CALL CONCEPTS, INC.	5100333-IN	Call before you dig service	01/08/2026	40.81	.00	
904	ONE CALL CONCEPTS, INC.	5100333-IN	Call before you dig service	01/08/2026	40.81	.00	
Total ONE CALL CONCEPTS, INC.:					81.62	.00	
OP SIS ARCHITECTURE, LLP							
1643	OP SIS ARCHITECTURE, LLP	15048	PROFESISONAL SVCS 12/01-12/	01/07/2026	7,639.52	.00	
Total OP SIS ARCHITECTURE, LLP:					7,639.52	.00	
OREGON ASSOC. OF WATER UTILITY							
413	OREGON ASSOC. OF WATER U	60171	2026 MEMBERSHIP DUES	01/05/2026	156.71	.00	
413	OREGON ASSOC. OF WATER U	60171	2026 MEMBERSHIP DUES	01/05/2026	156.72	.00	
413	OREGON ASSOC. OF WATER U	60224	WW TREATMENT/COLLECTION	01/06/2026	167.50	.00	
413	OREGON ASSOC. OF WATER U	60224	WW TREATMENT/COLLECTION	01/06/2026	167.50	.00	
413	OREGON ASSOC. OF WATER U	60239	ANNUAL M&T CONF - WILKINS	01/08/2026	195.00	.00	
413	OREGON ASSOC. OF WATER U	60239	ANNUAL M&T CONF - WILKINS	01/08/2026	195.00	.00	
Total OREGON ASSOC. OF WATER UTILITY:					1,038.43	.00	
OREGON GOVERNMENT ETHICS COMMISSION							
435	OREGON GOVERNMENT ETHIC	AIE22392	Annual Ethics Billing	12/22/2025	1,310.09	.00	
Total OREGON GOVERNMENT ETHICS COMMISSION:					1,310.09	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
OXARC							
442	OXARC	0062205328	Chlorine	12/31/2025	72.87	.00	
442	OXARC	0062205328	Chlorine	12/31/2025	72.86	.00	
Total OXARC:					145.73	.00	
THE AUTOMATION GROUP							
1501	THE AUTOMATION GROUP	W16699	WWTP MELTRIC 60AMP	12/24/2025	498.60	.00	
Total THE AUTOMATION GROUP:					498.60	.00	
THE TIMES-JOURNAL							
540	THE TIMES-JOURNAL	DEC 2025	RETIREMENT PARTY AD	01/08/2026	180.00	.00	
540	THE TIMES-JOURNAL	DEC 2025	CITY COUNCIL VACANCY	01/08/2026	66.00	.00	
540	THE TIMES-JOURNAL	DEC 2025	CHRISTMAS AD	01/08/2026	36.00	.00	
Total THE TIMES-JOURNAL:					282.00	.00	
TWO BOYS MEAT & GROCERY							
548	TWO BOYS MEAT & GROCERY	DEC 2025	RETIREMENT PARTY ITEMS	12/29/2025	48.24	.00	
548	TWO BOYS MEAT & GROCERY	DEC 2025	RETIREMENT PARTY ITEMS	12/29/2025	29.06	.00	
548	TWO BOYS MEAT & GROCERY	DEC 2025	RETIREMENT PARTY ITEMS	12/29/2025	14.98	.00	
548	TWO BOYS MEAT & GROCERY	DEC 2025	RETIREMENT PARTY ITEMS	12/29/2025	15.00	.00	
548	TWO BOYS MEAT & GROCERY	DEC 2025	CHRISTMAS PARTY ITEMS	12/29/2025	187.90	.00	
548	TWO BOYS MEAT & GROCERY	DEC 2025	CHRISTMAS PARTY PRIME RIB	12/29/2025	960.86	.00	
548	TWO BOYS MEAT & GROCERY	DEC 2025	CHRISTMAS PARTY ITEMS	12/29/2025	85.87	.00	
548	TWO BOYS MEAT & GROCERY	DEC 2025	SHOP DETERGENT	12/29/2025	8.19	.00	
548	TWO BOYS MEAT & GROCERY	DEC 2025	SHOP DETERGENT	12/29/2025	8.20	.00	
548	TWO BOYS MEAT & GROCERY	DEC 2025	SHOP COFFEE	12/29/2025	25.49	.00	
548	TWO BOYS MEAT & GROCERY	DEC 2025	SHOP COFFEE	12/29/2025	25.49	.00	
Total TWO BOYS MEAT & GROCERY:					1,409.28	.00	
VISA							
559	VISA	1827 DEC 25	LIGHT TIMER FOR CHRISTMAS	12/22/2025	25.98	.00	
559	VISA	1827 DEC 25	CALENDAR	12/22/2025	9.16	.00	
559	VISA	1827 DEC 25	CALENDAR	12/22/2025	9.16	.00	
559	VISA	1827 DEC 25	STRIPING PAINT MACHINE & Y	12/22/2025	413.05	.00	
559	VISA	1827 DEC 25	CHRISTMAS PARTY SUPPLIES	12/22/2025	166.90	.00	
559	VISA	1827 DEC 25	WORK TRIP LUNCH	12/22/2025	13.89	.00	
559	VISA	1827 DEC 25	SHARPIES	12/22/2025	10.00	.00	
559	VISA	1827 DEC 25	SHARPIES	12/22/2025	9.99	.00	
559	VISA	1827 DEC 25	LARGE SHARPIES	12/22/2025	18.99	.00	
559	VISA	1827 DEC 25	LARGE SHARPIES	12/22/2025	18.99	.00	
559	VISA	1827 DEC 25	HEARING TEST	12/22/2025	22.50	.00	
559	VISA	1827 DEC 25	HEARING TEST	12/22/2025	22.50	.00	
559	VISA	1827 DEC 25	WORK TRIP LUNCH	12/22/2025	6.65	.00	
559	VISA	1827 DEC 25	WORK TRIP LUNCH	12/22/2025	6.65	.00	
559	VISA	1827 DEC 25	TOOLS & GLOVES	12/22/2025	70.20	.00	
559	VISA	1827 DEC 25	TOOLS & GLOVES	12/22/2025	70.20	.00	
559	VISA	1827 DEC 25	DOME LED	12/22/2025	29.97	.00	
559	VISA	1827 DEC 25	BAR LIGHT	12/22/2025	21.49	.00	
559	VISA	1827 DEC 25	BAR LIGHT	12/22/2025	21.50	.00	
559	VISA	1827 DEC 25	SHOP TOOLS	12/22/2025	443.47	.00	
559	VISA	1827 DEC 25	SHOP TOOLS	12/22/2025	443.47	.00	
559	VISA	1827 DEC 25	WORK TRIP LUNCH	12/22/2025	10.73	.00	
559	VISA	1827 DEC 25	WORK TRIP LUNCH	12/22/2025	10.72	.00	
559	VISA	1827 DEC 25	SHOP SHELVES	12/22/2025	399.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
559	VISA	1827 DEC 25	SHOP SHELVES	12/22/2025	399.00	.00	
559	VISA	8491 DEC 25	CIS CONFERENCE VIRTUAL - IS	12/22/2025	75.00	.00	
559	VISA	8491 DEC 25	CIS CONFERENCE VIRTUAL - W	12/22/2025	75.00	.00	
Total VISA:					2,824.16	.00	
WAMBEKE WINDOW WASHING							
1589	WAMBEKE WINDOW WASHING	13000	WINDOW WASHING	12/22/2025	295.00	.00	
Total WAMBEKE WINDOW WASHING:					295.00	.00	
WATSON, STEVE							
1662	WATSON, STEVE	DEC 2025	W/S DEPOSIT REFUND 503 S W	12/24/2025	150.00	.00	
Total WATSON, STEVE:					150.00	.00	
WRIGHT'S TIRE & AUTO							
1661	WRIGHT'S TIRE & AUTO	1067518	FLAT REPAIR	01/06/2026	15.00	.00	
1661	WRIGHT'S TIRE & AUTO	1067518	FLAT REPAIR	01/06/2026	15.00	.00	
1661	WRIGHT'S TIRE & AUTO	1067548	GAS	01/07/2026	44.00	.00	
Total WRIGHT'S TIRE & AUTO:					74.00	.00	
Grand Totals:					55,747.54	.00	

Dated: _____

Mayor: _____

City Administrator: _____

Report Criteria:

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



RECEIVED

JAN - 5 2026

CITY OF CONDON

Account Summary

Billing Cycle		12/22/25
Days In Billing Cycle		31
Previous Balance		\$2,122.14
Purchases	+	150.00
Cash	+	0.00
Special	+	\$0.00
Balance Transfers	+	\$0.00
Credits	-	\$0.00
Payments	-	\$2,122.14
Other Charges	+	\$0.00
Finance Charges	+	0.00

NEW BALANCE \$150.00

Credit Summary

Total Credit Line	\$15,000.00
Available Credit Line	\$14,850.00
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

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	\$150.00
MINIMUM PAYMENT	\$150.00
PAYMENT DUE DATE	01/16/2026

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.

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
12/12/25	12/12/25	6010	1 5346121733000020	PAYMENT - THANK YOU	\$2,122.14 -
12/19/25	12/21/25	9399	24493985353177139047323	CITY COUNTY INSURANCE SE 503-763-3825 OR	\$75.00 A140
12/19/25	12/21/25	9399	24493985353177139047349	CITY COUNTY INSURANCE SE 503-763-3825 OR	\$75.00 A140

CIS - Isley conference
CIS - Wilkins conference

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

8491

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
12/22/25	\$150.00	\$150.00	01/16/2026

\$ 150.00

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



Account Number: #### #### #### 8491

Closing Date: 12/22/25

Credit Limit: \$15,000.00 Available Credit: \$14,850.00

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	\$ 150.00

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

JAN - 5 2026

CITY OF CONDON

Account Summary

Billing Cycle		12/22/25
Days In Billing Cycle		31
Previous Balance		\$1,783.25
Purchases	+	2,674.16
Cash	+	0.00
Special	+	\$0.00
Balance Transfers	+	\$0.00
Credits	-	\$0.00
Payments	-	\$1,783.25
Other Charges	+	\$0.00
Finance Charges	+	0.00

NEW BALANCE \$2,674.16

Credit Summary

Total Credit Line	\$15,000.00
Available Credit Line	\$12,325.00
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	\$2,674.16
MINIMUM PAYMENT	\$2674.16
PAYMENT DUE DATE	01/16/2026

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
11/22/25	11/23/25	5942	24692165326104861517135	AMAZON MKTPL*B085M86T0 Light timer Amzn.com/bill WA outdoor five christmas lights	\$25.98 ATD
11/25/25	11/26/25	5942	24692165329108548223519	AMAZON MKTPL*B23XX7Q52 calendar Amzn.com/bill WA	\$18.32 W270 \$9.16
11/26/25	11/26/25	5964	24692165330108835930807	ULINE *SHIP SUPPLIES striping paint machine 800-295-5510 WI + yellow paint	\$413.05 ST 231
11/26/25	11/27/25	5300	24692165330109543763415	WWW COSTCO COM Christmas Party 800-955-2292 WA supplies	\$166.90 AW00

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
12/22/25	\$2,674.16	\$2674.16	01/16/2026

\$ 2674.16

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: 12/22/25
Credit Limit: \$15,000.00 Available Credit: \$12,325.00

703

Cardholder Account Summary Continued

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
12/03/25	12/05/25	5814	24055245338570491316006	ARBYS 6745 TROUTDALE OR <i>work trip lunch</i>	\$13.89 <i>67300</i>
12/04/25	12/05/25	5942	24692165338107313658353	AMAZON MKTPL*B126H9QZ2 PW <i>Sharpies</i>	\$19.99
				Amzn.com/bill WA 5270 \$10- <i>W270 \$9.99</i>	
12/05/25	12/07/25	5942	24692165339108619553446	Amazon.com*B195O8HU1 PW <i>Large Sharpies</i>	\$37.98
				Amzn.com/bill WA W270 \$18.99 <i>5270 \$18.99</i>	
12/10/25	12/11/25	8734	24692165344103770036912	IN *BUTTERFIELD ONSITE DR <i>Hearing Test</i>	\$45.00
				503-9976773 OR <i>W280 \$22.50</i>	
12/11/25	12/12/25	5814	24431065346342097986021	PANDA EXPRESS #3264 <i>work trip lunch</i>	\$13.30
				HERMISTON OR <i>W270 \$6.65 5270 \$6.65</i>	
12/11/25	12/12/25	5999	24231685346579015148914	HARBOR FREIGHT TOOLS 750 <i>Tools + gloves</i>	\$140.40
				HERMISTON OR <i>W270 \$70.20 5270 \$70.20</i>	
12/12/25	12/12/25	6010	1 5346121733000010	PAYMENT - THANK YOU	\$1,783.25 -
12/11/25	12/14/25	5200	24943015346010188810345	THE HOME DEPOT #4031 <i>Dome LED</i>	\$29.97 <i>A40</i>
				HERMISTON OR <i>W260 \$21.49</i>	
12/13/25	12/14/25	5942	24692165347106812041078	AMAZON MKTPL*R19L56NJ3 <i>Bar Light</i>	\$42.99
				Amzn.com/bill WA <i>5310 \$21.50</i>	
12/18/25	12/19/25	5999	24231685353586863760716	HARBOR FREIGHT TOOLS 750 <i>shop tools</i>	\$886.94
				HERMISTON OR <i>W270 \$443.47 5270 \$443.47</i>	
12/18/25	12/21/25	5812	24013395353003946343791	MIDWAY BAR & GRILL <i>work trip lunch</i>	\$21.45 <i>W270 \$10.73</i>
				HERMISTON OR <i>5270 \$10.72</i>	
12/18/25	12/21/25	5200	24692165353102711167685	THE HOME DEPOT 4031 <i>Shop Shelves</i>	\$798.00
				HERMISTON OR <i>W270 \$399 5270 \$399.</i>	

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	\$ 2,674.16

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:

- 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
CITY/COUNTY INSURANCE							
173	CITY/COUNTY INSURANCE	PO-CON-I2025	Property/Liability/Auto 2025-26	10/23/2025	265.12	.00	
173	CITY/COUNTY INSURANCE	PO-CON-I2025	Property/Liability/Auto 2025-26	10/23/2025	265.12	.00	
173	CITY/COUNTY INSURANCE	PO-CON-I2025	Property/Liability/Auto 2025-26	10/23/2025	265.11	.00	
Total CITY/COUNTY INSURANCE:					795.35	.00	
GILLIAM COUNTY SHERIFF							
276	GILLIAM COUNTY SHERIFF	DEC 2025	6 months Police Contract	12/29/2025	10,500.00	.00	
Total GILLIAM COUNTY SHERIFF:					10,500.00	.00	
Grand Totals:					11,295.35	.00	

Dated: _____

Mayor: _____

City Administrator: _____



128 S Main St.
PO Box 445
Condon, OR 97823
P: 541-384-2711
F: 541-384-2700

**CITY OF CONDON
WORK SESSION AGENDA
SWIMMING POOL COMMITTEE
Thursday, January 22, 2026, 5:00 PM
CONDON CITY HALL**

1. CALL THE MEETING TO ORDER

Present: City Staff Interim Administrator Gibb Wilkins, Interim City Recorder Jessica Isley, Pool Committee Members Mayor Dustan Hall, Councilor Mike Durfey, Molly Fatland and Steve Shaffer (via Zoom).

The meeting was called to order at 5:05pm by Mayor Hall.

2. DISCUSS

2.1. Discuss the OPSIS report and future options

Discussion about price: \$11 million total, \$3.2 for a bathhouse. Might be able to reduce costs elsewhere. Steve says that he felt the price was extremely high. Molly asked about the bathhouse and if it needed to be that big or have that many stalls, but she didn't think that we needed something that large. Steve thinks it might have been relative to the pool size, but it might be based on requirements. Site prep work costs more than building the pool. Gibb states that public works can do some of the work for site prep. Building in phases. Mike asks the cost to rebuild the old pool and it was \$1.8 million. Mike says that the cost of the new pool is not feasible, and we are never going to find \$12 million and that the conversation needs to be on repairing the old pool. Mike wants 3 companies to come in and give estimates to repair the leak of the old pool. The leak is under the pool deck and to fix the leak the pool deck is going to be dug up. Mike brought up asking for a bond and doesn't think that there will be support for it if the pool isn't located where it is now. Steve mentioned that the county has the funds and this is not something that will be highly supported from the north end. The city is going to have to relinquish some funds as well. Bond discussion means that it might only be limited to the city of Condon residents, but Gibb will check on that. The school will give the pool to the city if the city wants it. Mike wants to see what the cost is for a "switchback", take out the bleachers, and see what can be done on that side. Then the tennis courts were mentioned, and they do belong to the school. Mike thinks that we need to get the numbers for fixing the pool. Mike thinks that we also need to start having town halls on the pool and let people know that this might be the last year of having a pool. Mike says that he is willing to call around to find out which companies have built other pools. Heppner pool was mentioned. Steve mentioned surveys and thinks those will be beneficial. Gibb mentioned community engagement. The consensus is to push community outreach and to find companies to get bids for fixing the leak in the current pool and to discuss with the school if they would like to give us additional property like the pool and the tennis courts and find out where our price point is. Steve thinks that the \$1.8 million to fix the pool, an estimated price from 2 years ago, is low.

3. OTHER

None.

4. ADJOURN

Adjourned at 5:47pm.



This AGREEMENT, made this ____ day of February 2026, 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 has need of engineering and/or related professional services from time to time for various work tasks or projects. The Owner hereby designates the Consultant as “Engineer of Record for the City of Condon, Oregon.” The Owner may utilize the Consultant to provide services as may be needed by authorizing individual Work Orders that will be extensions of this Agreement for General Services, subject to all of the provisions contained herein. The scope of work (SOW) and cost of services for each specific request will be described in each Work Order outlining the Consultant’s services. The Consultant, acting as an independent consulting firm, agrees to provide the necessary engineering and/or related professional services, hereinafter referred to as Services, under the terms and conditions as outlined herein and as may be further detailed and described in the respective Work Orders.

WITNESSETH:

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

SECTION A - ENGINEERING SERVICES

WORK ORDERS

The Owner will request the Consultant provide Services whenever the Owner wishes to engage the Consultant. A Work Order (see general format attached to this Agreement as Exhibit “A”) will be prepared that describes the scope of services to be provided by the Consultant, any special contractual agreements that are applicable to the Work Order, and the method of compensation for the Services to be performed. The Consultant will provide the Services outlined in the Work Order after the Work Order has been approved and authorized by both the Owner and the Consultant’s representatives. Work Orders will be prepared for each specific project or work task to be performed for the Owner.

SERVICES

When requested by the Owner in a Work Order, the Consultant will provide Services of the general type and scope outlined in Exhibit “B.”

SECTION B - COMPENSATION FOR SERVICES

The Owner will compensate the Consultant for the various Services to be provided on either a lump sum basis or on a time and materials basis as the Owner and Consultant agree. The method(s) of compensation will be defined in each Work Order and as described herein.

1. Lump Sum Basis

The Owner will compensate the Consultant on a lump sum fee basis for the tasks defined and at the dollar amounts stated in the respective Work Orders. If, during the course of the work, the scope of the work should substantially change, the Owner and the Consultant will amend the Work Order to cover the revised scope and lump sum fee for Services.

2. Time and Materials Basis

The Owner will compensate the Consultant on a time and materials basis for the tasks defined in the respective Work Orders. The time and materials fee referred to in this Agreement 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.

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.

3. Payment

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 itemized 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.

Past due amounts owed will include a service fee charge of 12 percent annual interest beginning the 30th day after the date of billing.

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 Services to be provided, including objectives and constraints, 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 a 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 the Consultant to enter upon public and private property as required for the Consultant to perform Services under this Agreement.
6. The Owner will provide, as may be required for a project:
 - a. Accounting, bond and financial advisory, and insurance counseling services;
 - b. Legal services with regard to issues pertaining to a 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 a project and such reviews, approvals, and consents from others as may be necessary for completion of each phase of a project.
8. The Owner will pay for any agency plan review fees, advertisements for bids, building or other permits, licenses, etc., as may be required by local, state, or federal authorities. Unless otherwise noted in a Work Order, the Owner will secure the necessary land easements, ROW, and construction permits needed for improvements.
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 a 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 a project 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 - TERM OF AGREEMENT

The term of this Agreement will be for three years, to be extended automatically for succeeding three-year periods indefinitely, unless either the Consultant or Owner deliver written notice to the other not less than 30 days before the three-year anniversary date of the commencement of the term of this Agreement requesting renegotiation or termination of this Agreement. Notwithstanding the content of any other term or provision of this Agreement, this Agreement may be terminated at any time by either the Consultant or Owner by delivery of written notice to the other at least 30 days prior to the date of termination.

SECTION E - 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 a 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 a project. The Consultant grants the Owner a limited license to use the documents for construction and maintenance of a 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 a project unless completed by the Consultant, or for use or reuse by the Owner or others on extensions of a 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 a 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:	\$15,000,000
2) Each Occurrence (Bodily Injury and Property Damage):	\$5,000,000

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 a 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 a project by either party to any other entity without the prior written consent of the other party;
 - 3. Suspension of a 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 a 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 a 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 a 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 a 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 [CFR]) 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 a 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 a 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:

City of Condon, Oregon

By _____

Type Name _____

Title _____

Consultant:

Anderson Perry & Associates, Inc.

By Chas Hutchins

Type Name Chas Hutchins, P.E.

Title President

EXHIBIT "A"

Work Order - City of Condon, Oregon and Anderson Perry & Associates, Inc.
Project Title

Work Order No. _____
Date: _____

Job No. _____

I. SCOPE OF SERVICES

In accordance with the Agreement for General Services dated _____, the Owner hereby authorizes the Consultant to perform the following professional engineering services:

II. SPECIAL CONDITIONS

Special conditions related to this Work Order are as follows:

III. BASIS OF PAYMENT

- Time and Materials Basis
- Lump Sum Basis = (Lump Sum Amount: \$ _____)
- Other as described hereafter:

IV. AUTHORIZATION OF WORK ORDER

Owner: **City of Condon, Oregon**

By: _____

Type Name: _____

Title: _____

Acceptance by Consultant: **Anderson Perry & Associates, Inc.**

By: _____

Type Name: _____

Title: _____

EXHIBIT "B"

The Consultant may provide Services to the Owner as may be requested by the Owner. Any Services performed must be authorized by an approved Work Order. A general list of Services that could be provided is summarized hereafter. This list is not all-inclusive but is intended to provide a summary of Services that could be provided.

A. General City Engineering Services.

- Assistance to the Owner in working with regulatory agencies (i.e., permits, negotiations, compliance issues, etc.).
- Assistance with funding applications and other applications as required for project funding acquisition.
- Assistance with water rights work.
- Assistance with planning issues, plat reviews, tentative partitions, etc.
- Preparation and maintenance of City utility maps, street maps, zoning maps, etc.
- General surveying services for property boundaries, street and right-of-way surveys, right-of-way vacations, etc., as required.
- General review of construction of public facilities performed by non-City personnel.
- Assistance with developing recommendations and alternatives for infrastructure systems' operation and maintenance.
- Preparation of environmental review records, impact statements, and other information as may be requested from outside agencies or bodies.
- Attendance at City Council meetings to assist the Council as needed.
- Advice to the City regarding impacts of new and/or proposed state and federal regulations, etc.
- Other services as may be required.

B. Planning Studies, Technical Evaluations, Water/Sewer Rate Studies, and Feasibility Studies.

C. Design Engineering Services including Conceptual Designs, Cost Estimates, Site Mapping, and Final Bidding and Contract Documents.

D. Construction Engineering Services such as Construction Contract Administration, Engineering Review of Construction Work, Staking, and Materials Testing.

E. General Consultation for Water, Wastewater, and Stormwater Systems.

F. General Consultation for Street and Transportation Systems.



2026 HOURLY FEE SCHEDULE

Effective January 1, 2026

PROFESSIONAL TECHNICAL STAFF

TECHNICIANS

Technician I.....	\$ 80.00
Technician II	\$ 90.00
Technician III.....	\$ 95.00
Technician IV	\$100.00
Technician V.....	\$105.00
Technician VI.....	\$110.00
Technician VII.....	\$115.00
Technician VIII.....	\$120.00
Senior Technician I	\$125.00
Senior Technician II.....	\$130.00
Senior Technician III.....	\$135.00
Senior Technician IV	\$140.00
Senior Technician V	\$145.00
Senior Technician VI	\$150.00
Senior Technician VII	\$155.00
Senior Technician VIII.....	\$160.00
Senior Technician IX.....	\$165.00
Senior Technician X	\$170.00
Senior Technician XI.....	\$175.00
Senior Technician XII.....	\$180.00
Senior Technician XIII.....	\$190.00
Senior Technician XIV	\$200.00
Senior Technician XV	\$210.00
Senior Technician XVI	\$220.00

ENGINEERING

Engineering Technician I	\$120.00
Engineering Technician II	\$125.00
Engineering Technician III	\$130.00
Engineering Technician IV	\$135.00
Engineering Technician V	\$140.00
Engineering Technician VI.....	\$145.00
Engineering Technician VII.....	\$155.00
Project Engineer I	\$150.00
Project Engineer II	\$155.00
Project Engineer III	\$160.00
Project Engineer IV.....	\$165.00
Project Engineer V.....	\$175.00
Project Engineer VI.....	\$180.00
Project Engineer VII.....	\$185.00
Project Engineer VIII.....	\$195.00
Senior Engineer I	\$200.00
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.....	\$230.00
Senior Engineer VIII	\$235.00
Senior Engineer IX.....	\$245.00
Senior Engineer X.....	\$250.00
Senior Engineer XI.....	\$255.00
Senior Engineer XII	\$260.00

PROJECT REPRESENTATIVES

Project Representative I	\$110.00
Project Representative II	\$115.00
Project Representative III	\$120.00
Project Representative IV	\$125.00

SURVEYORS

Survey Technician I	\$ 85.00
Survey Technician II	\$ 95.00
Survey Technician III	\$105.00
Survey Technician IV	\$115.00
Survey Crew Chief I	\$125.00
Survey Crew Chief II	\$130.00
Survey Crew Chief III	\$140.00
Survey Crew Chief IV	\$150.00
Professional Land Surveyor I	\$160.00
Professional Land Surveyor II	\$180.00
Professional Land Surveyor III	\$190.00
Professional Land Surveyor IV	\$195.00
Professional Land Surveyor V	\$210.00
Professional Land Surveyor VI	\$215.00

EQUIPMENT AND OTHER

GPS Total Station	\$ 50.00	Resource Grade GPS	\$ 30.00	GIS RTK GPS/GNSS Unit	\$ 40.00
Robotic Survey Station	\$ 40.00	Electrofischer.....	\$ 35.00	Procure Project Management	
Total Station	\$ 35.00	Unmanned Aircraft System		Software (\$/Month/\$1M	
Scanning Total Station	\$ 50.00	(UAS/Drone)	\$ 60.00	Construction Project Cost).....	\$110.00
ATV (4-hour minimum)	\$ 40.00				

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.

C:\Users\jgrove\Anderson Perry\Technical Editing - Docs\Fee Schedules\2026\2026 Hourly Fee Schedule.docx

AUDIT CONTRACT

THIS CONTRACT, made this 16th day of January 2026, in accordance with the requirements of Oregon Revised Statutes 297.405 through 297.555 between ACCUITY, LLC, Certified Public Accountants of Albany, Oregon and the CITY OF CONDON, Gilliam County, Oregon, provides as follows:

It hereby is agreed that ACCUITY, LLC shall conduct an audit of the accounts and fiscal affairs of the CITY OF CONDON, Gilliam County, Oregon for each of the fiscal years ending June 30, 2026, 2027, and 2028 in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and the Minimum Standards for Audits of Oregon Municipal Corporations as prescribed by law. Each audit shall be undertaken in order to express an opinion on the financial statements of the CITY OF CONDON, Gilliam County, Oregon, and to determine if the CITY OF CONDON, Gilliam County, Oregon has complied substantially with appropriate legal provisions.

ACCUITY, LLC agrees that the services they have contracted to perform under this contract shall be rendered by them or under their personal supervision and that the work will be faithfully performed with care and diligence.

It is understood and agreed that, should unusual conditions arise or be encountered during the course of the audit whereby the services of ACCUITY, LLC are necessary beyond the extent of the work contemplated, notification of such unusual conditions shall be delivered to the CITY OF CONDON, Gilliam County, Oregon, who shall instruct ACCUITY, LLC concerning such additional services.

The audit shall be started as soon after this contract is executed as is agreeable to the parties hereto and shall be completed and a written report thereon delivered within a reasonable time, but not later than December 31 after the close of each annual period covered by this contract. Adequate copies of such report shall be delivered to the CITY OF CONDON, Gilliam County, Oregon, and its form and content shall be in accordance with and not less than that required by the Minimum Standards for Audits of Oregon Municipal Corporations. If, through no fault of ACCUITY, LLC, necessary information is not made available in a timely manner, the time limitations herein referenced shall be extended as agreed upon by both parties.

It is understood and agreed that the CITY OF CONDON, Gilliam County, Oregon is responsible for such financial statements as may be necessary to fully disclose and fairly present the results of operations for each period under audit and the financial condition at the end of each period. Should such financial statements not be prepared and presented within a reasonable period of time, it is understood that ACCUITY, LLC shall draft them for the CITY OF CONDON, Gilliam County, Oregon. The cost of preparing such financial statements shall be included in the fee for conducting the audit as set forth below.

It is understood that this contract is renewable annually for years ending June 30, 2029 and thereafter at the option of the city council with fees to be established by mutual agreement.

It is understood and agreed that either party may cancel this contract by giving notice in writing to the other party at least ninety (90) days prior to July 1 of any year or by mutual agreement at any other time. ACCUITY, LLC will be entitled to receive compensation under this contract for all time expended and reimbursement for all out-of-pocket expenses incurred through the date of termination.

In consideration of the faithful performance of the conditions, covenants, and undertakings herein set forth, the CITY OF CONDON, Gilliam County, Oregon, hereby agrees to pay ACCUITY, LLC the sum of \$22,500 annually for the years ending June 30, 2026, 2027, and 2028. the CITY OF CONDON, Gilliam County, Oregon hereby affirms that proper provision for the payment of such fee has been or will be duly made and that funds for the payment thereof are or will be made legally available. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

If any of the above sections or clauses are held to be invalid for any reason, or are declared to be null and void, all other sections and clauses of this contract shall remain valid, will not be nullified, and are hereby further affirmed.

Venue of all matters arising from this agreement, this engagement, and subsequent engagements shall reside in Albany, Linn County, Oregon. Any dispute, controversy, or claim arising out of this agreement shall be settled by binding arbitration under the arbitration rules of the Linn County Circuit Court. There shall be one arbitrator selected from the Circuit Court Panel of Arbitrators and the proceeding shall follow the Oregon Rules of Civil Procedure. The arbitrator shall have the authority to award any remedy or relief that an Oregon court could order or grant including, without limitation, specific performance of any obligation created under this agreement, the issuance of an injunction, or the imposition of sanctions for abuse or frustration of the arbitration process, except that the arbitrator shall not have authority to award punitive damages or any other amount for the purpose of imposing a penalty as opposed to compensating for actual damages suffered or losses incurred. With respect to any action relating to this agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorney's fees, paralegal fees, expert fees, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection with such action as determined by the arbitrator.

ACCUITY, LLC



GLEN O. KEARNS, CPA

January 16, 2026

DATE

CITY OF CONDON

DUSTAN HALL, MAYOR

DATE

Goals & Priorities
Council Retreat – January 23, 2026
Approved by City Council February 5, 2026

WATER

Current Projects – Ongoing- up to two years

- PW crew will work on projects within the city’s Master Plan:
 - Ward Street – Oregon Street
- Review water rates
- Plan for Phase III of the telemetry system upgrade
- Cell tower revenue will be diverted to its own line item in Fund 020 for a reserve for transmission line.
- Monitor transmission line potential problem areas that were noted in the line’s evaluation three years ago.
- Water conservation program – continue to investigate programs and possible grant funds for residents.

Two-Ten Year Projects

- Refurbish wet well at City Farm with either a liner or epoxy material.
- Public Works crew is evaluating and assessing the trouble spots in the system and work on projects in the Public Works Master Plan as needed.
- Continue to evaluate Master Plan to determine when an amendment is needed

SEWER

Ongoing – Two Years

- Public Works crew is evaluating and assessing the trouble spots in the system and work on projects in the Public Works Master Plan as needed
- Develop a plan for manhole replace or installation and place the goal of one manhole per fiscal year.

Five + Year Project

- Develop “sludge plan” for lagoons with Anderson, Perry & Associates (Will do this plan if needed)

STREETS/SIDEWALKS

Current – Two year

- Map paving priorities for 10 years by working with Public Works Committee –
- Improve Court and Bayard in partner with Gilliam County Road department.

- Continue to apply for street and sidewalk grants as applicable. This includes Safe Routes to School grants.

Two-Ten Year Projects

- Streets – Complete repairs and replacement as water and wastewater project are completed.
- Continue sidewalk replacement/repair project with council prioritizing projects.
- Investigate cost-share program for sidewalk replacement or installation for residents that coincide with the city’s sidewalk standards. Budget \$20,000 for a program that is first come first serve that provides city approved sidewalks. Start a marketing campaign to let residents know this exists in the 2026-27 budget cycle.

TRANSFER STATION/RECYCLE DEPOT

Current Projects - Ongoing

- Continue to investigate recycling options. Working with current partners – Waste Connections and Rick Watkins
- Look at fencing in the rest of the recycling center.

GOLF

One-Two Year Projects.

- Working on a tree master plan.
- Repair fencing along the perimeter. Fencing was put at a low priority.

PARK

Current Project - Ongoing

- Tree planting plans to eventually replace elms.

POOL

Current Project – Ongoing

- Put in place a two-year work plan to operate the Condon Community Pool that includes a lease with Condon School District and work with Gilliam County on funding.
- Secure long-term operational funding from Gilliam County & information on bond for building new pool.
- Working with Pool Committee to get a plan to operate it at the current location for the next 2 years. Develop a communication strategy to determine interest in continuing pool operations and to build a new pool at another site.
- Plans for a new pool and timeline based on Pool Committee’s response in next year

FACILITIES

One-Two Year Projects

- **Memorial Hall**
 - Update the layout of kitchen
 - Continue maintenance of floors
- **City Hall**
 - Research new flooring, insulation, new front window and other maintenance issues in the main part of City Hall.
- **Ward Street Shop**
 - Leased to Soils and Water Conservation District
- **Condon Grade School**
 - Work with Port of Arlington, Condon Grade School Committee, Gilliam County on development of this facility.

VEHICLES

Current – Ongoing

- Replace 1 ton at golf course with a dump bed vehicle that can be used in winter for sanding and plowing
- Replace 10-yard dump truck with a 5-yard dump truck

PUBLIC SAFETY

Current Project - Ongoing

- Review contract with Gilliam County Sheriff Office, Gilliam County Fire Services and South Gilliam County Rural Fire Protection District

ECONOMIC DEVELOPMENT

Current Project – Ongoing

- Fiber/Broadband – Dark Fiber Lease
 - Update the Broadband Utilization Plan with community partners
- Housing project –
 - Affordable workforce housing similar to “company town” and attempt to find technical support to do an innovative housing project for local employees.
 - Fairway Housing project – Get funding to put in infrastructure.
 - Continue to investigate local, state and federal programs to continue to develop buildable lots with community partners.

- Public Art – Bronze statues of Nobel Prize Winners from Condon; artwork on the point at the park (fly fisherman, farmer); other areas of Main Street. Investigate grants for public art at local, state and federal level.
- Investigate charging stations for electric vehicles and partner with local entities.

“WISH LIST”

Projects

- Water Conservation incentives – cost share on low flow toilets, showerheads, etc.
- Work with Port of Arlington, Gilliam County, Oregon Department of Aviation for installing fuel sales at Linus Pauling Field
- Dog park and pickleball courts.
- A decision on Old Grade School
- More public art



Oregon

Tina Kotek, Governor

Department of Environmental Quality

Eastern Region The Dalles Office

400 East Scenic Drive, Suite 307

The Dalles, OR 97058

(541) 298-7255

FAX (541) 298-7330

TTY 711

January 13, 2026

Kathryn Greiner
City of Condon
PO Box 445
Condon, OR 97823

RE: Solid Waste Disposal Permit Renewal
Condon Transfer Station
S.W. Permit No. 415
Gilliam County

Dear Ms. Greiner:

The thirty (30) day comment period for the review of the draft Solid Waste Disposal Site Permit document has ended. No comments were received. The enclosed permit explains in detail the requirements you will need to adhere to during the permit period. You are urged to carefully read the permit and comply with the conditions. The permit will remain in effect for a period of ten (10) years, with an expiration date of January 13, 2036.

The enclosed permit is effective the date it was signed. If you are dissatisfied with the conditions or limitations of the permit, you have 20 days from the date it was issued to contest the permit or parts of the permit by requesting a hearing. The request for a hearing must be in writing and state the grounds for the request.

If you have any question or comments about the permits, please contact Justin DeMaagd in our The Dalles, Eastern Region office at 971-263-1103.

Sincerely,

Ron Doughten

Ron Doughten, Manager
Eastern Region
Materials Management Program

Encl: Final Permit



SOLID WASTE DISPOSAL SITE PERMIT: Transfer Station

Oregon Department of Environmental Quality
400 E. Scenic Drive, Suite 307
The Dalles, OR 97058-3434
541-298-7255
ERPermit.Coordin@deq.oregon.gov

Issued as authorized by ORS 459.245 and in accordance with the provisions of [Oregon Revised Statutes Chapter 459, 459A, Oregon Administrative Rules 340 Divisions 90, 93, 95, 96 and 97](#) and subject to the Land Use Compatibility Statement referenced below.

Permittee:

City of Condon
PO Box 445
Condon, OR 97823
(541) 384-2711

Facility name and location:

Condon Transfer Station
18324 Brown Lane
Condon, OR 97823
Section 3, Township 4S, Range 21E, W.M

Property Owner:

City of Condon
PO Box 445
Condon, OR 97823
(541) 384-2711

Operator:

City of Condon
Public Works Department
128 South Main Street
Condon, OR 97823
(541) 384-2711

ISSUED IN RESPONSE TO:

- A solid waste disposal site permit renewal application received May 24, 2024, and
- A Land Use Compatibility Statement from Gilliam County Planning Department and dated June 7, 1990.

The determination to issue this permit is based on findings and technical information included in the solid waste disposal site permit application and permit record.

ISSUED BY THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY

Ron Doughten

Ron Doughten, Manager
Materials Management Program
Eastern Region

01/13/2026

Date

Permitted Activities

Until this permit expires or is modified or revoked, the permittee is authorized to establish, operate and maintain a solid waste disposal site in conformance with the requirements, limitations and conditions set forth in this document, including all attachments.

Table of Contents

Section	Topic	Page
ALLOWABLE ACTIVITIES		3
1	Waste Receipt and Disposal Authorizations	3
2	Prohibitions	3
3	Recycling	4
OPERATIONS AND DESIGN		5
4	Operations Plan	5
5	Site Design and Construction	6
6	Site Operations	7
7	Special Conditions	Error! Bookmark not defined.
GENERAL CONDITIONS		10
8	Financial Assurance	Error! Bookmark not defined.
9	Recordkeeping, Reporting and Fee Payment	10
10	Permit Modification	11
11	Administration	12

ALLOWABLE ACTIVITIES

1 Waste Receipt and Disposal Authorizations

1.1 Waste authorized for receipt

This permit authorizes the permittee to accept solid waste, as defined in [ORS 459.005](#), for transfer, except waste specifically prohibited in Section 2 (Prohibitions) at the disposal site named Condon Transfer Station (facility).

A DEQ-approved Special Waste Management Plan is required for acceptance of certain waste that requires special management due to the threat posed to human health or the environment. The following special wastes have received approval from DEQ:

None

1.2 Waste tire management

This permit authorizes the permittee to accept waste tires, as defined under OAR 340-093-0030, for storage and removal.

Reference: [OAR 340-096-0210](#)

1.3 Authorization to receive other waste

The permittee must not accept any waste excluded from the above authorization at the facility without first submitting the necessary information to DEQ for review and obtaining DEQ approval in writing.

Reference: [OAR 340-095-0020](#)

1.4 Authorization of activities

The permittee must conduct all facility activities in accordance with the provisions of this permit until permit termination. Once approved by DEQ, any permit-required plans become part of the permit by reference.

Reference: [OAR 340-093-0110](#) and [OAR 340-093-0113](#)

1.5 Duration of authorization

The authorization for the permittee to accept solid waste will end at the time of site closure or if the permit expires and DEQ has not received a timely permit renewal application. After that time, no solid waste may be accepted without written authorization by DEQ.

Reference: [OAR 340-093-0115](#)

2 Prohibitions

2.1 Prohibited waste

The permittee is not authorized to accept the following waste unless otherwise approved in writing by DEQ:

- Hazardous waste – Reference: [40 CFR 258.20\(b\)](#), [OAR 340-101](#) and [OAR 340-093-0040](#);
- Liquid waste – Reference: [40 CFR 258.28](#);
- Radioactive waste – The disposal of any materials that meet the definition of radioactive waste established in Oregon Administrative Rule [345 Division 50](#), enforced by the Oregon Department of Energy is prohibited except as provided for at [ORS 469.525](#). Other legal prohibitions may apply.

- PCB or PCB Items regulated for disposal under [40 CFR 761.60\(a\)](#) through (c), 40 CFR 761.61, 40 CFR 761.63, 40 CFR 761.64, or [OAR 340-110-0060](#).

2.2 Special Waste

The permittee is prohibited from accepting certain waste materials that, because of their nature, pose potential hazards to human health or the environment and require careful handling at transfer facilities without first obtaining a Special Waste Management Plan approval in writing from DEQ. This waste includes, but is not limited to:

- Infectious Wastes as defined in [ORS 459.386](#);
- Asbestos-containing materials as defined in [OAR 340-248-0010](#).
- Sewage sludge and grit;
- Septage;
- Covered Electronic Devices (CEDs) as defined in [ORS 459A.305](#);
- Industrial solid waste and other materials that may be hazardous or difficult to manage by virtue of their character or large volume, unless special provisions for such disposal are otherwise approved by DEQ.

Reference: [OAR 340-093-0190](#) and [OAR 340-095-0020](#)

2.3 Waste banned from disposal

The permittee may collect the following waste for storage, management, and recycling only; the permittee must not knowingly accept or mix this waste with solid waste or transfer it to a landfill for disposal:

- Discarded or abandoned vehicles;
- Large home or industrial appliances;
- Used oil;
- Whole Tires;
- Lead-acid batteries;
- Computer monitors having a viewable area greater than four inches diagonally;
- Televisions having a viewable area greater than four inches diagonally;
- Desktop computers;
- Portable computers;
- Source separated recyclable material as defined in [OAR 340-090-0010](#).

Reference: [ORS 459.247](#), [OAR 340-093-0040](#), [ORS 459A.080](#), and [OAR 340-090-0090](#)

3 Recycling

3.1 Place for Collecting Recyclable materials

The permittee must ensure a place for receiving source separated recyclable materials as identified in OAR 340-090-0630 (2) is provided for every person whose solid waste enters the facility.

The place for collecting source separated recyclable materials must be located at the facility or at another location that is more convenient to the population served by the facility.

The place for receiving source separated recyclable materials must be available to every person whose solid waste enters the facility. All properly prepared, source separated recyclable materials must be reused or recycled, except for used oil and wood waste which may be collected and burned for energy recovery. The permittee cannot dispose of any source-separated recyclable material, as defined under [ORS 459.005 \(20\)](#).

Reference: [OAR 340-093-0160](#) and [OAR 340-090-0630](#)

3.2 Recyclable material use

All properly prepared, source separated recyclable materials must be reused or recycled, except for used oil and wood waste which may be collected and burned for energy recovery. The permittee cannot dispose of any source separated recyclable material, as defined under [ORS 459.005\(19\)](#).

Reference: [OAR 340-090-0090](#)

3.3 Recycling information

The permittee must provide, or have available upon request, recycling information for facility users that includes the following:

- The location of the recycling depot at the disposal site or another location;
- The hours of operation of the recycling depot;
- Instructions for correct preparation of accepted source separated recyclable material;
- The material accepted for recycling;
- Reasons why people should recycle.

Reference: [OAR 340-093-0160](#) and [OAR 340-090-0030](#)

3.4 Recycling information signs

A sign must be prominently displayed which indicates:

- The availability of recycling at the facility;
- The materials accepted at the recycling depot;
- The hours of operation of the recycling depot (if different from facility hours).

OPERATIONS AND DESIGN

4 Operations Plan

4.1 Plan compliance

The permittee must conduct all operations at the facility in accordance with the approved Operations Plan, including any DEQ-approved amendments. The DEQ-approved Operations Plan is incorporated into the permit by reference.

Reference: [ORS 459.205\(1\)](#), [ORS 459.235\(1\)](#), [OAR 340-093-0140](#), [OAR 340-095-0020](#), and [OAR 340-096-0040](#)

4.2 Plan content

The Operations Plan must describe the method of operation of the facility in accordance with all regulatory and permit requirements.

Reference: [ORS 459.235](#) and [OAR 340-096-0040](#)

4.3 Plan maintenance

Prior to commencing any change in operations, the permittee must submit revisions of the Operations Plan to DEQ for review and approval. Additionally, the permittee must revise the Operations Plan as necessary so that it reflects current facility conditions and procedures.

4.4 Special Waste Management Plan

After consultation with DEQ, and prior to accepting wastes listed in Section 2.2, the permittee must submit a SWMP for DEQ review and approval. DEQ-approved SWMPs will be incorporated into the approved

Operations Plan. The SWMP must address procedures for receipt, handling, storage, spill clean-up and transport for reuse, recovery or disposal at an appropriately permitted facility.

Reference: [OAR 340-093-0190](#)

5 Site Design and Construction

5.1 Facility design and Construction Plan

The facility, including any modifications or additions, must be designed and constructed in accordance with plans and specifications approved by DEQ and any amendments approved in writing by DEQ. The permittee must consult with DEQ prior to any site modification. DEQ may require the permittee to prepare and submit a modified Facility Design and Construction Plan, stamped by a registered professional engineer. If a new Plan is required, the permittee must receive written approval of the modified Facility Design and Construction Plan from DEQ prior to commencing construction.

Reference: [ORS 459.235](#), [OAR 340-093-0140](#), and [OAR 340-096-0040](#)

5.2 Construction requirements

The permittee must perform construction in accordance with DEQ-approved plans and specifications, including all conditions of approval by DEQ. Any significant amendments to those plans and specifications must be approved prior to construction in writing by DEQ.

Reference: [OAR 340-093-0140](#)

5.3 Construction documents

Prior to initiating construction, the permittee must submit and receive written DEQ approval of complete construction documents for the project to be constructed. The construction documents submitted must include a Construction Quality Assurance plan describing the measures that will be taken to monitor and ensure that the quality of materials and the work performed complies with project specifications and contract requirements.

Reference: [OAR 340-093-0150](#)

5.4 Construction Certification Report submittal

DEQ may require, upon completion of major or critical construction at the facility, that the permittee submit to DEQ a final project report signed by the project engineer or manager as appropriate. The report must certify that construction has been completed in accordance with the approved plans including any approved amendments thereto.

Reference: [OAR 340-093-0150](#)

5.5 Approval to use

The permittee cannot accept waste in newly constructed facilities or areas until DEQ has approved the Construction Certification Report. If DEQ does not respond in writing to the Construction Certification Report within 30 days of its receipt, the permittee may accept waste at the facility in the newly constructed facilities or areas.

Reference: [OAR 340-093-0150](#)

6 Site Operations

6.1 General site operations

The permittee must at all times maintain and properly operate all waste collection and disposal facilities to prevent discharges, health hazards, and nuisance conditions and in accordance with the provisions of this permit.

6.2 Waste removal

The permittee must remove all waste from the facility at least as often as necessary to prevent malodors, unsightliness, and attraction of vectors or other environmental concerns.

Reference: [OAR 340-093-0210](#) and [OAR 340-096-0040](#)

6.3 Containers

The permittee must clean all containers on-site, as needed, to maintain a sanitary operating environment and to prevent malodors, unsightliness and attraction of vectors.

Reference: [OAR 340-093-0210](#) and [OAR 340-096-0040](#)

6.4 Equipment

The permittee must have readily available equipment of adequate size and design to properly operate the facility at all times and maintain compliance with all permit conditions.

6.5 Roads

The permittee must construct and maintain all weather roads from the public highways or roads, to and within the facility. The roads must be constructed and maintained to prevent traffic congestion, traffic hazards, dust, mud, track out and noise pollution.

Reference: [OAR 340-096-0040](#)

6.6 Vehicles and truck covers

All vehicles and equipment operated by the permittee and using public roads, must be constructed, maintained and operated so as to prevent leaking, shifting or spilling of loads while in transit. The permittee must notify all incoming waste haulers that trucks containing loads must be covered or suitably cross-tied to prevent any load loss during shipment.

Reference: [OAR 340-093-0220](#).

6.7 Litter control

The permittee must minimize litter and collect it quickly and effectively such that the entire facility and adjacent lands are maintained virtually free of litter at all times. The permittee must retrieve and properly dispose of any debris from the facility as soon as possible the same operational day.

Reference: [OAR 340-096-0040](#)

6.8 Air quality

The permittee must control dust and malodors resulting from facility construction, operation and other facility activities.

Reference: [OAR 340-096-0040](#)

6.9 Drainage

The permittee must divert surface and stormwater drainage around or away from waste handling and storage areas. The permittee must maintain surface water diversion ditches or structures in a serviceable condition and free of obstructions and debris at all times.

Reference: [OAR 340-096-0040](#)

6.10 Wastewater prevention and management

The permittee must operate the facility in a manner that minimizes wastewater production to the maximum extent practicable; including providing roofs and covers over operating and recycling collection areas. The permittee must collect, remove and manage wastewater in a manner approved by DEQ to prevent malodors, public health hazards and discharge to public waters. Any wastewater or stormwater discharges must be conducted in accordance with applicable Water Pollution Control Facility and/or National Pollution Discharge Elimination System permits.

Reference: [OAR 340-093-0210](#)

6.11 Unloading area

The permittee must clearly identify the area(s) for unloading of solid waste by signs, fences, barriers or other devices.

Reference: [OAR 340-095-0020](#)

6.12 Public access

The permittee must control public access to the facility, as necessary, to prevent unauthorized entry and dumping.

Reference: [OAR 340-096-0040](#)

6.13 Legal control of property

The permittee must maintain legal control of the property, including maintaining a current permit and contract, or agreement that allows the operation of the facility if the property is not owned by the permittee.

Reference: [OAR 340-093-0050](#) and [OAR 340-093-0070](#)

6.14 Fire protection

Fire protection must be provided in accordance with operations plans approved in writing by DEQ and in compliance with pertinent state and local fire regulations. The permittee must make arrangements with the local fire control agency to ensure the fire control services will be provided immediately when needed. Fires must be immediately and thoroughly extinguished and reported to DEQ through Your DEQ Online and by telephone at 541-298-7255 within 24 hours.

Reference: [OAR 340-096-0040](#)

6.15 Signs

The permittee must post signs at the facility, which are clearly visible and legible, providing the following information:

- Facility name;
- Emergency telephone number;
- Days and hours of operation;
- Authorized and prohibited wastes;
- Solid waste disposal site permit number;
- Operator's address.

6.16 Vector Control

The permittee must provide rodent, insect, bird, and other vector control measures, as necessary, to prevent vector harborage.

Reference: [OAR 340-096-0040](#)

6.17 Complaints

The permittee must investigate and attempt to resolve all complaints it receives regarding facility operations by doing the following:

- Contact the complainant within 24 hours to discuss the problem;
- Keep a record of the complaint, name and contact information (when possible), date complaint was received, date of facility response, description of facility response;
- Immediately initiate procedures at the facility, when possible, to resolve the problem identified by the complainant;
- For odor, litter or dust complaints, the permittee must report to DEQ as soon as complaints are received from five different businesses and/or individuals within one week, or if an odor event lasts longer than 24 hours without resolution or mitigation.

6.18 Permit display

The permittee must display this permit, or a photocopy of it, where operating personnel can readily refer to it.

7 Special Conditions

7.1 Operations Review and Submittal

The permittee must review and submit any necessary updates to the facility Operations Plan to DEQ for approval within one hundred twenty (120) days of permit renewal. Upon written approval by DEQ, this updated plan will be incorporated into this permit by reference

7.2 Open Burning

When there is no feasible or practicable alternative disposal method, the permittee is authorized to conduct controlled, open burning, as defined by [OAR 340-264-0030](#), of yard debris, land clearing debris (stumps and brush) and clean, untreated, unpainted wood waste (timbers and lumber) in accordance with all applicable rules under OAR 340-264 (Open Burning). Each open burning event conducted by the permittee at the facility must be conducted:

- in the performance of the permittee's official duties as a public agency;
- in a designated DEQ-approved area at the facility; and
- with an attendant present while burning is underway.

At least 24 hours prior to each open burning event, the permittee must:

- Submit a notification to DEQ using a Your DEQ Online Solid Waste Program form.
Your DEQ Online login: <https://ordeq-edms-public.govonlinesaas.com>
- Contact the Eastern Region The Dalles Office Solid Waste Program at 541-298-7255
- Contact the Eastern Region The Dalles Office Air Quality Program at 541-298-7255

On each day that the facility is open, all materials not authorized by this condition present in the burn pile must be removed from the burn pile for proper disposal.

Open burning conducted under this authorization is still subject to the requirements and prohibitions of local jurisdictions and the State Fire Marshall.

Reference: [OAR 340 Division 264](#)

GENERAL CONDITIONS

8 Recordkeeping, Reporting and Fee Payment

8.1 Records

The permittee must keep copies of all records and reports for a minimum of five years from date initially placed in the facility operating record.

Reference: [OAR 340-096-0040](#) and [OAR 340-095-0020](#)

8.2 Access to records

Upon request, the permittee must make all records and reports related to the permitted facility available to DEQ.

Reference: [OAR 340-096-0040](#) and [OAR 340-093-0050](#)

8.3 Disposal and recycling data collection

- Solid waste disposal - The permittee must collect information on a monthly basis on the number of tons or cubic yards of solid waste received from compactor, drop box and private vehicles. Data collected will represent a calendar year.
- Recycling - The permittee must collect information about the amount of each material recovered for composting, recycling or other beneficial purpose each quarter for each year.

8.4 Data reporting

- Solid waste disposal – Information collected on solid waste accepted for transfer to a disposal site must be recorded annually on the DEQ form titled: Solid Waste Transfer Report. This completed form must be submitted to DEQ at the address on the form each year.
- Material recovery/ recycling – Recovery/ recycling information collected must be submitted to the address on the survey form provided by DEQ each year for the prior calendar year.

Reference: [OAR 340-090-0100](#)

8.5 Non-compliance reporting

In the event the permittee violates any condition of this permit or of DEQ's rules or statute, the permittee must immediately take action to correct the violation and notify DEQ within 24 hours electronically through Your DEQ Online and by sending an email to DEQER.SolidWastePermitCoordinator@deq.oregon.gov. Additional notification may be made by telephone: 541-298-7255.

8.6 Oil and Hazardous Material Spill Response and Reporting

The permittee must immediately clean up any spill of oil or hazardous material as required by OAR 340-142-0060. If the spill is of a reportable quantity the permittee must immediately report the spill to the Oregon Emergency Response System at 1-800-452-0311 and DEQ.

Reportable quantities include:

- Any amount of oil spilled to waters of the state;
- Oil spills on land in excess of 42 gallons;
- 200 pounds (25 gallons) of pesticide residue;

Hazardous materials that are equal to, or greater than, the quantity listed in the [40 CFR Part 302](#) (List of Hazardous Substances and Reportable Quantities), and amendments adopted before July 1, 2002. For a complete list of hazardous materials required to be reported, please refer to [OAR 340-142-0050](#).

8.7 Fee payment

The permittee must pay the solid waste permit compliance fee each year this permit is in effect. DEQ will send an invoice to the permittee indicating the amount of the fee and the due date for fee payment. Fees are based on the tons of solid waste received and transferred for disposal.

Reference: [OAR 340-097-0110](#) and [OAR 340-097-0120](#)

9 Permit Modification

9.1 Modification

At any time during the life of the permit, DEQ or the permittee may propose changes to the permit.

Reference: [OAR 340-093-0070](#) and [OAR 340-093-0113](#)

9.2 Modification and revocation by DEQ

DEQ may, at any time before the expiration date, modify, suspend or revoke this permit in whole or in part in accordance with [ORS 459.255](#) for reasons including, but not limited to the following:

- Violation of any terms or conditions of this permit or any applicable statute, rule, standard or order of the Environmental Quality Commission;
- Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts;
- A significant change in the quantity or character of solid waste received or in the operation of the facility.

Reference: [OAR 340-093-0113](#) and [OAR 340-093-0115](#)

9.3 Modification by permittee

The permittee must apply for a modification to this permit if a significant change in facility operations is planned, there is a deviation from activities described in this permit, or there is a sale or exchange of the facility. The permittee cannot implement any change in operations that requires a permit modification prior to receiving approval from DEQ.

Reference: [OAR 340-093-0070](#)

9.4 Change in name or address

The permittee must report to DEQ in writing any name or address change of the owner or operator of the facility or property **within 10 days** of the change.

9.5 Transfer, sale or exchange of permit or facility

The property owner or person in control of the premises must submit a permit modification application to DEQ if a transfer, sale, or exchange of the activity or facility occurs.

Reference: [OAR 340-093-0070](#)

9.6 Public participation

Significant changes in the permit may be subject to the issuance of a public notice as set forth in DEQ rules for public notification.

Reference: [OAR 340-093-0100](#)

10 Administration

10.1 Definitions

Unless otherwise specified, all terms are as defined in [OAR 340-090-0010](#) and [OAR 340-093-0030](#).

10.2 Submittals

All submittals required under this permit must be submitted as directed by DEQ.

Unless otherwise specified, all submittals and notifications to DEQ under this permit must be submitted electronically using Your DEQ Online.

Your DEQ Online login page: <https://www.oregon.gov/deq/permits/pages/your-deq-online.aspx>

10.3 Permit term

The effective date of this permit is the date this document is signed by DEQ. The expiration date of the permit is indicated at the top right of this document. The authorization to accept solid waste at the facility will end when this permit expires, is terminated, or revoked. After that time, the permittee cannot accept solid waste at the facility.

Reference: [OAR 340-093-0070](#) and [OAR 340-093-0115](#)

10.4 Permit renewal

The permittee must submit an application for permit renewal if the permittee intends to continue operation beyond the expiration date of this permit. A complete solid waste disposal site permit renewal application must be submitted to DEQ **at least 180 days** before the existing permit expires.

Reference: [OAR 340-093-0070](#) and [OAR 340-093-0115](#)

10.5 Permittee initiated termination of permit

After facility closure, the permittee must request, in writing, to DEQ that the permit be terminated. Permittee must demonstrate to DEQ that the facility no longer requires a permit under [OAR 340-093-0050](#) before DEQ will terminate the permit.

Reference: [OAR 340-093-0050](#) and [OAR 340-093-0115](#)

10.6 Property rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights.

10.7 DEQ liability

DEQ, its officers, agents or employees do not sustain any liability because of the issuance of this permit or because of the construction, maintenance, or operation of facilities pursuant to this permit.

10.8 Documents superseded

This document is the primary solid waste permit for the facility, superseding all other solid waste disposal site permits issued for this facility by DEQ.

Reference: [OAR 340-093-0115](#)

10.9 Binding nature

Conditions of this permit are binding upon the permittee. The permittee is liable for all acts and omissions of the permittee's contractors and agents.

Reference: [OAR 340-093-0050](#)

10.10 Access to facility

The permittee must allow representatives of DEQ access to the facility at all reasonable times, for the purpose of:

- Performing inspections;
- Surveys;
- Collecting samples;
- Obtaining data;
- Reviewing records;
- Carrying out other necessary functions related to this permit.

Reference: [OAR 340-093-0050](#)

10.11 Other compliance

Issuance of this permit does not relieve the permittee from the responsibility to comply with any other applicable federal, state or local laws or regulations.

10.12 Penalties

Violation of any condition of this permit or any incorporated plan may subject the permittee to civil penalties for each day of each violation.

END PERMIT CONDITIONS

All references and links are provided as a courtesy and are not intended as a complete list of legal authorities. Contact DEQ if an updated link is necessary.

PERMIT EVALUATION REPORT

To: Ron Doughten, Manager
DEQ Materials Management Program
Eastern Region

Date: December 4, 2025

From: Justin DeMaagd
DEQ Solid Waste Program
Eastern Region

Subject: Permit Evaluation Report
Condon Transfer Station Permit
DEQ SW Disposal Site Permit No. 415
Gilliam County

INTRODUCTION

DEQ received a renewal application for Solid Waste Disposal Site Permit No. 415 for the Condon Transfer Station on May 24, 2024, from the City of Condon. The permit was last renewed in 2015 and expires on May 15, 2025. Since a timely permit renewal application was received by DEQ, the current permit remains in effect until DEQ issues a renewed permit. The permit renewal application does not propose any changes to the operation of the Transfer Station.



LOCATION

The Condon Transfer Station is located approximately two miles outside the city limits of Condon within Gilliam County at 18324 Brown Lane Condon, OR 97823 Section 3, Township 4S, Range 21E, W.M.

LAND USE APPROVAL STATUS

On file is a signed Land Use Compatibility Statement dated June 7, 1990, from Gilliam County Planning Department.

ACCESS

The facility is accessible from Brown Rd. by turning south onto an access road.

ACCESS CONTROL

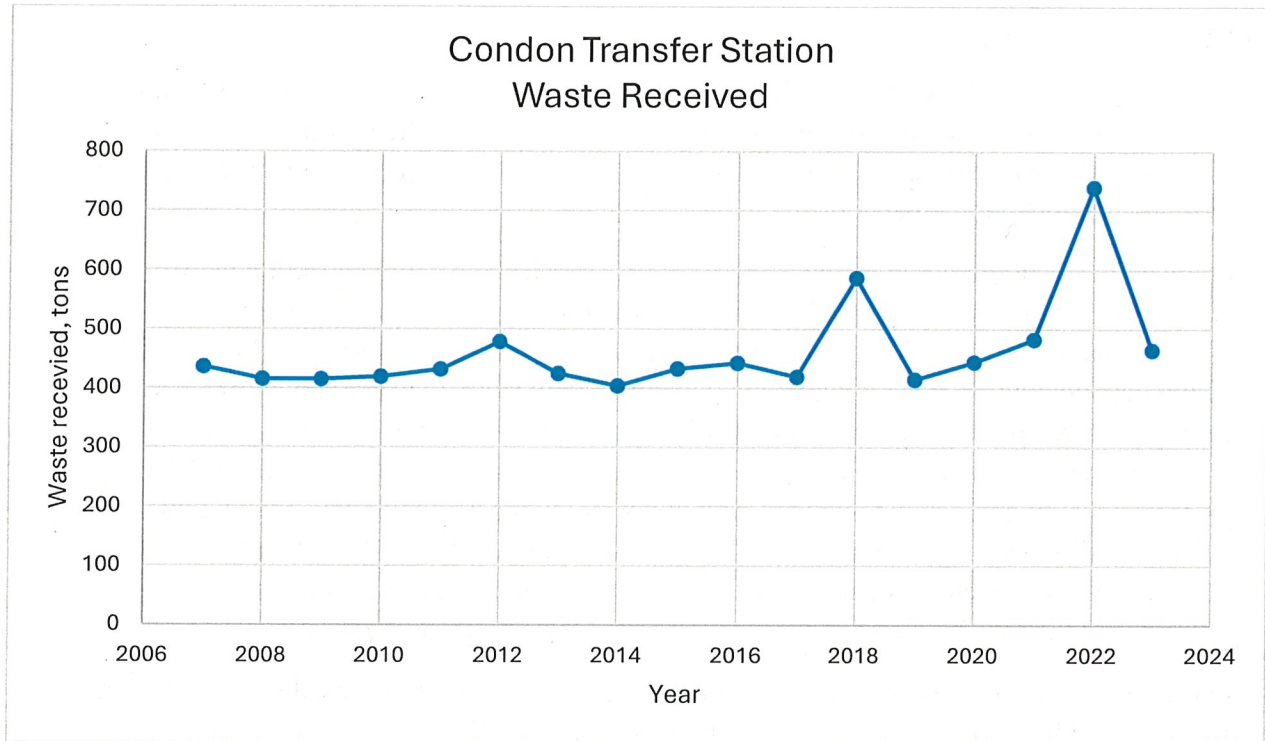
Access to the facility is controlled by a chain link fence around the perimeter of the transfer station. There are two gates for entrance, and both are locked to prevent unauthorized access to the site when it is closed.

FACILITY OPERATION

The current operations plan for the Condon Transfer Station is on file with DEQ. The current Operations Plan was submitted as requirement of the renewal permit, issued on May 15, 2015. The requirement was enacted by DEQ guided by OAR 340-096-0040(4), Operations of Transfer Stations and Material Recovery Facilities. An updated plan was submitted by Kathryn Greiner, City Administrator for the City of Condon, on September 19, 2007. The Department approved the Operations Plan, on file, on October 8, 2008.

A summary of the current Condon Transfer Station Operations Plan is as follows. The Condon Transfer Station is open to the public Saturdays and Wednesdays for two hours. Saturday hours are from 10:00 AM – 12:00 PM year-round. On Wednesday, operating hours are from 4:00 PM – 6:00 PM in summer and 2:00 PM – 4:00 PM in winter. A city employee attends during operating hours, and special arrangements can be made for off-hours debris drop-offs.

The facility has two 20-yard drop boxes at the tipping ramp, clearly marked for customer guidance. The transfer station accepts municipal solid waste, scrap metal, appliances, yard debris, paint, and covered electronic devices (CEDs). Prohibited materials are removed by the attendant. Items like paints, appliances, metals, and yard debris are stored separately. A smaller 10-yard drop box is available to collect smaller scrap metal. Full solid waste drop boxes are hauled to Columbia Ridge Landfill, while Nu-Life Metals collects the scrap metal for recycling and Chemical Waste Management handles paint.



ENVIRONMENTAL CONCERNS

Generally, transfer stations have limited environmental concerns because solid waste and recyclables are only temporarily stored on site rather than incinerated or buried. However, transfer stations that are not operated correctly can have issues with wind-blown litter, vectors such as birds and insects, odors, and stormwater coming into contact with solid waste.

Litter control is performed by site personnel.

The nearest surface water is the Hay Creek located about 3.9 miles northwest of the transfer station. The transfer station does not have a DEQ stormwater permit.

COMPLIANCE HISTORY

There have not been any violations since the permit was renewed in 2015. Past inspections show no corrective actions have been necessary since the permit renewal in 2015.

PERMIT DISCUSSIONS

The proposed Solid Waste Disposal Site Permit for the Condon Transfer Station will cover a ten-year period from the date the permit is issued. The permit allows the permittee to operate and maintain a solid waste transfer station in conformance with the requirements, limitations and conditions set forth in the permit.

Condition 1.2. The permit authorizes the Condon Transfer Station to accept up to 100 waste tires, as defined under OAR 340-093-0030; however, the current Operations Plan does not clearly indicate whether the facility actively accepts waste tires for storage and removal. DEQ is seeking clarification on this matter. If the permittee confirms that waste tire acceptance is an ongoing practice, the Operations Plan must be updated to reflect this, including an acknowledgment that the facility accepts up to 100 waste tires, and compliance with ORS 459.715(2). If the facility is deemed to accepting more than 100 but fewer than 2,000 waste tires, the facility must operate under standards provided in OAR 340-096-230(3). If the facility is not currently engaged in waste tire collection or management, this permit condition will be removed, and the facility may not accept waste tires for storage or disposal.

Condition 3.1. In the previous permit, the permittee was required to provide a place for the collection of a limited number of recyclable materials, specifically ferrous scrap metal, non-ferrous scrap metal, and used motor oil. Changes to DEQ statutes and rules resulting from the Plastic Pollution and Recycling Modernization Act, or RMA, changed this requirement. As of July 1, 2025, the permittee is required to provide a place for the collection of all materials currently on the Local Government Recycling Acceptance List under OAR 340-090-0630(2).

Condition 7.1. The permittee must review and submit the necessary updates to the facility Operations Plan within 120 days of permit renewal.

Condition 7.2. The permittee must ensure the Site Operations Plan clearly indicates that the facility is conducting open burning under a specific exemption outlined in OAR 340-264-0040(3), and that no alternative disposal methods are feasible or practicable. This updated language is in response to a comment received from the City of Condon. Feasible or practicable alternative disposal methods will be determined at DEQ's discretion.

RECOMMENDATION

DEQ recommends that the Solid Waste Disposal Site permit renewal for the Condon Transfer Station be released for public comment.