

### HRA Board Meeting Agenda July 22, 2025 6:30 PM

Chairperson: Robert Duncan Vice Chairperson: Mike Caughey

Members: Kimberly Downey, Randy Klemm, Charlotte Thomas, Cindy Knox,

Dana Henry and Youth Advisor Nolan Malpass

Meeting Location: Harrisburg Municipal Center Located at 354 Smith St

### **PUBLIC NOTICES:**

- 1. This meeting is open to the public and will be tape-recorded.
- 2. Copies of the Staff Reports or other written documents relating to each item on the agenda are on file in the office of the City Recorder and are available for public inspection.
- 3. The City Hall Council Chambers are handicapped accessible. Persons with disabilities wishing accommodations, including assisted listening devices and sign language assistance are requested to contact City Hall at 541-995-6655, at least 48 hours prior to the meeting date. If a meeting is held with less than 48 hours' notice, reasonable effort shall be made to have an interpreter present. The requirement for an interpreter does not apply to an emergency meeting. ORS 192.630(5)
- 4. Persons contacting the City for information requiring accessibility for deaf, hard of hearing, or speech-impaired persons, can use TTY 711; call 1-800-735-1232, or for Spanish voice TTY, call 1-800-735-3896.
- 5. The City of Harrisburg does not discriminate against individuals with disabilities, and is an equal opportunity provider.
- 6. For information regarding items of discussion on this agenda, please contact City Recorder, Lori Ross, at 541-995-6655

### CALL TO ORDER AND ROLL CALL BY CHAIR PERSON ROBERT DUNCAN

**CONCERNED CITIZEN(S) IN THE AUDIENCE.** (Please limit presentation to two minutes per issue.)

### **APPROVAL OF MINUTES**

1. MOTION TO APPROVE THE HRA BOARD MINUTES FROM JUNE 10, 2025.

### **NEW BUSINESS**

2. THE MATTER OF AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN A DEVELOPMENT AGREEMENT WITH PATRICK AND DONNELL FREEMAN, OWNERS, IN RELATION TO A \$30,702.50 PROPERTY IMPROVEMENT GRANT APPROVED FOR THE VFW QUONSET HUT LOCATED AT 160 SMITH ST.

### **STAFF REPORT:**

Exhibit A: Property Improvement Grant Agreement

ACTION: MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO SIGN A DEVELOPMENT AGREEMENT WITH PATRICK AND DONNELL FREEMAN, OWNERS OF THE FORMER VFW QUONSET HUT LOCATED AT 160 SMITH ST.

3. THE MATTER OF AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN A DEVELOPMENT AGREEMENT WITH HEIDI KROPF, OWNER, IN RELATION TO A \$19,297.50 PROPERTY IMPROVEMENT GRANT APPROVED FOR PROPERTY LOCATED AT 234 S. 3RD ST.

### **STAFF REPORT:**

Exhibit A: Property Improvement Grant Agreement

ACTION: MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO SIGN A DEVELOPMENT AGREEMENT WITH HEIDI KROPF FOR PROPERTY LOCATED AT 234 S. 3RD ST.

#### **OTHER**

### **ADJOURN**



## HRA Board Meeting Minutes June 10, 2025

Chairperson: Robert Duncan, Presiding Vice Chairperson: Mike Caughey, Present

Members: Kimberly Downey, Randy Klemm, Charlotte Thomas, and Dana

Henry

Members Absent: Cindy Knox and Youth Advisor Nolan Malpass

Staff Present: City Administrator Michele Eldridge and Finance Director/Deputy City

Recorder Cathy Nelson

Meeting Location: Harrisburg Municipal Center Located at 354 Smith St

**CALL TO ORDER AND ROLL CALL BY CHAIRPERSON ROBERT DUNCAN** at the hour of 8:54pm

**CONCERNED CITIZEN(S) IN THE AUDIENCE:** All in attendance were there for items on the agenda.

THE MATTER OF REVIEWING THE REQUEST FOR A PROPERTY IMPROVEMENT GRANT FOR HEIDI KROPF, DBA GLORY, LLC; PROPERTY OWNER FOR 234 S. 3<sup>RD</sup> ST. (NW CORNER OF MACY & 3<sup>rd</sup> ST.):

Eldridge gave a brief background about the applicant and property. Kropf is applying for the remaining \$19,207.50 for a HRA Property Improvement Grant for FY 2024-2025. The estimated cost of the entire project is \$55,000. The property is not historical. The applicant is planning on improving the facade of the front of the building, which will only be used for storage. This application meets all criteria and requirements of reducing blight for this grant. Staff recommends approval.

 Klemm motioned to Approve the Request for the Available Funds of \$19,297.50 for Heidi Kropf, DBA Glory, LLC; for Property Located at 234 S.
 3<sup>rd</sup> St. and was seconded by Henry. The motion passed unanimously by a vote of 6-0. (Yes: Caughey, Thomas, Downey, Klemm, and Henry. No: None.)

	With no further business,	the HRA Board Meetin	g adjourned at the hour	of 9:14pm
--	---------------------------	----------------------	-------------------------	-----------

Chairperson	City Recorder

# Agenda Bill Harrisburg Redevelopment Agency

Harrisburg, Oregon

THE MATTER OF AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN A DEVELOPMENT AGREEMENT WITH PATRICK AND DONNELL FREEMAN, OWNERS, IN RELATION TO A \$30,702.50 PROPERTY IMPROVEMENT GRANT APPROVED FOR THE VFW QUONSET HUT LOCATED AT 160 SMITH ST.

STAFF REPORT:

Exhibit A: Property Improvement Grant Agreement

ACTION MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO SIGN A DEVELOPMENT AGREEMENT WITH PATRICK AND DONNELL FREEMAN, OWNERS OF THE FORMER VFW QUONSET HUT LOCATED AT 160 SMITH ST.

THIS AGENDA BILL IS DESTINED FOR: Regular Agenda – July 22, 2025

BUDGET IMPACT		
COST	BUDGETED?	SOURCE OF FUNDS
\$30,702.50	YES	HRA – 2025/2026 fiscal year

### STAFF RECOMMENDATION:

Staff recommends approval of the attached agreement

### **BACKGROUND INFORMATION:**

At the meeting held on January 9, 2025, the HRA Board approved a Property Improvement Grant for the Freemans, owners of the former VFW Quonset Hut, located at 160 Smith St. The Freemans have been working through the land use requirements for the project, and have permission now for a change of use from an institutional use to commercial. Unfortunately, the request to add a dwelling on the ground level was denied by the Planning Commission.

The project approved is a reimbursement grant for \$30,702.50. The work includes repair of the roof covering, siding, and replacement of windows and doors. The application met all of the eligibility standards required by the HRA Property Improvement Grant Program, and therefore was approved with no changes. The agreement shown in **Exhibit A** is the standard document for the HRA in relation to Property Improvement Grants.

**REVIEW AND APPROVAL:** 

Michele Eldridge, Executive Director Date

### **Property Improvement Grant Agreement**

This Property Improvement Grant Agreement, hereinafter referred to as the "Agreement", dated this day of \_\_\_\_\_ July, 2025, is made and entered into by and between the HARRISBURG REDEVELOPMENT AGENCY, an urban renewal agency of the City of Harrisburg, Oregon, hereinafter referred to as "HRA," and Patrick & Donnell Freeman, property owners, hereinafter referred to as 'OWNERS'. This Agreement is entered into following an application by the OWNERS for a property improvement grant under the City of Harrisburg's Resolution No. HRA-54, and approval of that application by the HRA Board.

HRA agrees to pay to the OWNERS a sum not to exceed Thirty Thous and Seven Hundred and Two and .50/100 (\$30,702.50) Dollars as a property improvement grant (the "Grant"), subject to the terms and conditions set forth in this Agreement. OWNERS agree to abide by the terms of this Agreement and to refund the money in the event of breach of this Agreement.

The sum set forth above shall be used exclusively for building improvements; namely, exterior improvements, including siding, doors, and windows for property located at 160 Smith St., Harrisburg, OR 97446, more particularly described as 15S04Wl6AA, Tax Lot 05900, owned by Patrick & Donnell Freeman, also known as the "PROJECT", in accordance with the pre-approved plans submitted with the OWNERS application ( "PLANS") for the Grant.

Construction on this PROJECT may begin only after this Agreement is approved and signed. If OWNERS commence the PROJECT before this Agreement is signed, this Agreement shall be void, and the OWNERS must complete the PROJECT at their own expense or locate funding elsewhere. Any materials purchased or work performed on the PROJECT prior to the agreement being signed will not be eligible for reimbursement. The OWNERS acknowledge that they are required to adhere to THE Harrisburg Municipal Code in relation to any construction or demolition while working on the PROJECT.

The Grant will be paid to the OWNERS by HRA only after the PROJECT is complete. The final amount to be disbursed will be dependent on the receipts for paid materials and labor submitted to HRA by the OWNERS.

The PROJECT must be completed within twelve (12) months of the date of this Agreement. Upon completion of the PROJECT, HRA staff must be contacted for a site inspection. HRA staff will then inspect the Property to determine compliance with the PLANS. If the inspection finds that the PROJECT complies with all applicable laws, standards and conditions and with the PLANS, the PROJECT will be eligible for reimbursement. If the conditions of this paragraph, or of the Harrisburg Municipal Code are not met, HRA shall not be obligated to issue the Grant to the OWNERS.

Reimbursable costs include materials and labor (for licensed, contracted work only). Receipts must be provided to HRA for reimbursement. Proof of payment for all receipts must be provided (e.g., cancelled checks).

Page 1-PROPERTY IMPROVEMENT GRANT AGREEMENT Harrisburg Redevelopment Agency/Patrick & Donnell Freeman

Funds will be disbursed to the OWNERS within 30 days of the receipt of a full invoice from the OWNERS, setting forth the total reimbursement amount to be paid, with all receipts and proof of payment attached.

The OWNERS acknowledge that the grant requires the OWNERS to match the amount of the grant on a dollar-for-dollar basis, up to a maximum of \$30,702.50. The OWNERS acknowledge that the cost of the PROJECT may exceed the maximum amount of the Grant and the equivalent matching funds. OWNERS agree that any costs it incurs above and beyond the amount of the Grant shall be the sole responsibility of the OWNERS and shall not be the responsibility of HRA or any person or entity affiliated with HRA.

No funds provided to the OWNERS by HRA under this Agreement, or by HRA under any other Agreement or arrangement, shall be deemed by either HRA or the OWNERS to be eligible for consideration or use as a matching cash contribution for any other funding not anticipated within the scope or time frame of this Agreement.

OWNERS shall indemnify, protect, defend, and hold HRA, its officers, agents, employees and assigns, harmless against any actions, claim for injury or damage and all loss, liability, cost or expense, including court costs and attorney's fees, arising out of or resulting directly or indirectly from the performance of this Agreement, except, to the extent not prohibited by ORS 30.140, for that resulting from the sole negligence of HRA. Nothing in this Agreement should be interpreted as imposing any liability on HRA beyond the limits of the Oregon Tort Claims Act.

From the date the PROJECT is commenced until the date of its completion, OWNERS shall obtain and maintain Commercial General Liability Insurance including personal injury, bodily injury and property damage with limits as may be provided by Excess or Umbrella policy: \$2,000,000 Per Occurrence/\$2,000,000 General Aggregate/\$2,000,000 Products and Completed Operations Aggregate. OWNERS agree to have and maintain the policies, endorsements, certificates, and/or binders required under this paragraph. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

Should the above-described insurance policy be subject to cancellation or termination prior to the completion of the Project, OWNERS shall notify HRA in writing by certified mail, return receipt requested, 30 days prior to the cancellation or termination date of such policy. OWNERS shall furnish acceptable insurance certificates to HRA, with original endorsements signed by a person authorized by that insurer to bind coverage on its behalf. If additional insured status (or subrogation waiver) is requested, each line of insurance shall be marked in the appropriate box on the insurance certificate to indicate the policy endorsement ensuring that HRA is an Additional Insured (and/or Subrogation is Waived) subject to the terms and conditions and/or respective to the work under this Agreement. OWNERS shall be financially responsible for all pertinent deductibles, self-insured retention and/or self-insurance. All such deductibles, retention, or self-insurance must be declared to, and approved by HRA.

Any documents or notices required or permitted to be given to HRA or to OWNERS shall be sent by  $\mathbf{1}^{\mathsf{St}}$  class mail. The notice or document shall be deemed to be given on the next business day following its deposit in the United States mail.

Notices or documents to **HRA** shall be sent to:

Harrisburg Redevelopment Agency PO Box 378 Harrisburg, OR 97446

Notices or documents to OWNERS shall be sent to:

Patrick & Donnell Freeman PO Box 588 Harrisburg, OR 97446

Notices and documents may also be hand-delivered to HRA or to OWNERS at their addresses listed above. HRA and OWNERS may also by mutual agreement choose notification by e-mail, and in the event they so choose, notice shall be deemed given upon HRA's or OWNERS e-mail response indicating receipt of an e-mail from the other. Each party agrees to notify the other of a change of address by certified mail, return receipt requested, or by hand-delivery within 10 days of any such change.

OWNERS are independent pursuant to this Agreement and shall not, in any way, be an affiliate, subsidiary, officers, agents or employees of HRA. OWNERS agree that HRA shall not be liable or responsible for any benefits, including, but not limited to, worker's compensation, disability insurance, retirement benefits, life insurance, unemployment insurance, health insurance or any other benefits which OWNERS may be required by law or contract to provide to its employees, officers, agents, or contractors. OWNERS agree that they shall not sue or file a claim, petition, or application therefore against HRA, its officers, employees, agents, representatives, or sureties with respect to such benefits. OWNERS shall not have any authority to bind HRA, or to make any representations or warranties to accept service of process, to receive notice, or to perform any act or thing on behalf of HRA except as authorized in writing by HRA. OWNERS represent that they are authorized to execute this Agreement on behalf of OWNERS and to bind OWNERS hereto.

If any action or proceeding is brought by either party against the other under this Agreement, the prevailing party shall be entitled to be reimbursed by the losing party for its reasonable attorney's fees and costs in that action or proceeding or upon appeal.

This Agreement is for the exclusive benefits of OWNERS and HRA. Any attempt to assign, transfer, or pledge this Agreement by either party without the prior, written consent of the other party is void and unenforceable against the non-consenting party.

This Agreement is to be governed by, and construed in accordance with, the laws of the State of Oregon. Any disputes about the terms of this Agreement will be brought before the Linn County Circuit Court.

Page 3-PROPERTY IMPROVEMENT GRANT AGREEMENT Harrisburg Redevelopment Agency/Patrick & Donnell Freeman Waiver of any breach of any provision of this Agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement. If any portion of this Agreement is held to be invalid under any applicable statute or rule of law, then such portion only shall be deemed invalid.

OWNERS shall have sole responsibility to comply with all applicable federal and state laws, rules and regulations concerning environmental issues in carrying out activities funded under this Agreement. If any acts or omissions of OWNERS should lead to liability or government enforcement action against HRA, OWNERS shall be required to defend such action and to indemnify HRA for all costs incurred including without limitation any costs of required response actions and attorney fees. HRA will not assume responsibility for compliance with federal or state environmental requirements relating to OWNERS construction activities under this Agreement but will cooperate to the extent practical and consistent with its codes and policies.

The parties agree not to discriminate on the basis of race, religion, religious observance, citizenship status, gender identity or expression, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, or source or level of income in the performance of this Agreement.

This Agreement supersedes any prior or contemporaneous oral or written agreements or understandings entered into by the parties. No modification of this Agreement shall be valid unless set forth in writing and signed and dated by both of the parties to this Agreement.

The parties hereto have caused this Agreement to be executed by an officer, manager or other person duly authorized to do so by order of its officers, members and/or managers, as applicable, effective on the date set forth above.

HARRISBURG REDEVELOPMENT AGENCY By:	<b>OWNERS</b> By:
Executive Director HRA	OWNER – Patrick Freeman
ATTEST:	OWNER – Donnell Freeman  DATE:
City Recorder	

# Agenda Bill Harrisburg Redevelopment Agency

Harrisburg, Oregon

THE MATTER OF AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN A DEVELOPMENT AGREEMENT WITH HEIDI KROPF, OWNER, IN RELATION TO A \$19,297.50 PROPERTY IMPROVEMENT GRANT APPROVED FOR PROPERTY LOCATED AT 234 S. 3<sup>RD</sup> ST.

STAFF REPORT:

Exhibit A: Property Improvement Grant Agreement

ACTION: MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO SIGN A DEVELOPMENT AGREEMENT WITH HEIDI KROPF FOR PROPERTY LOCATED AT 234 S. 3<sup>RD</sup> ST.

THIS AGENDA BILL IS DESTINED FOR: Regular Agenda – July 22, 2025

BUDGET IMPACT		
COST	BUDGETED?	SOURCE OF FUNDS
\$19,297.50	YES	HRA – 2025/2026 fiscal year

### **STAFF RECOMMENDATION:**

Staff recommends approval of the attached agreement

### **BACKGROUND INFORMATION:**

At the meeting held on June 10, 2025, the HRA Board approved a Property Improvement Grant for Heidi Kropf, owner of property located at 234 S. 3<sup>rd</sup> St.

The project approved is a reimbursement grant for \$19,297.50. The work includes roof replacement, enclosure of the southeast end of the building, new siding and a new man door on the SW corner of the building, plus new garage doors and enclosure to the storage area. This improvement definitely improves blight along 3<sup>rd</sup> St. The application met all of the eligibility standards required by the HRA Property Improvement Grant Program, and therefore was approved with no changes. The agreement shown in **Exhibit A** is the standard document for the HRA in relation to Property Improvement Grants.

**REVIEW AND APPROVAL:** 

Wichile Eldridge 07.17.25

Michele Eldridge, Executive Director

Date

### **Property Improvement Grant Agreement**

This Property Improvement Grant Agreement, hereinafter referred to as the "Agreement", dated this day of \_\_\_\_\_ July, 2025, is made and entered into by and between the HARRISBURG REDEVELOPMENT AGENCY, an urban renewal agency of the City of Harrisburg, Oregon, hereinafter referred to as "HRA," and Heidi Kropf, property owner, hereinafter referred to as 'OWNER'. This Agreement is entered into following an application by the OWNER for a property improvement grant under the City of Harrisburg's Resolution No. HRA-54, and approval of that application by the HRA Board.

HRA agrees to pay to the OWNER a sum not to exceed Nineteen Thousand Two Hundred Ninety-Seven and .50/100 (\$19,297.50) Dollars as a property improvement grant (the "Grant"), subject to the terms and conditions set forth in this Agreement. OWNER agree to abide by the terms of this Agreement and to refund the money in the event of breach of this Agreement.

The sum set forth above shall be used exclusively for building demolition and improvements; namely, removal of exterior storage areas, and additional exterior work, including exterior cladding, installation of period correct garage doors, and man door for property located at 234 S. 3<sup>rd</sup> St., Harrisburg, OR 97446, more particularly described as 15S04WI6AA, Tax Lot 08600, owned by Heidi Kropf, also known as the "PROJECT", in accordance with the pre-approved plans submitted with the OWNER application ("PLANS") for the Grant.

Construction on this PROJECT may begin only after this Agreement is approved and signed. If OWNER commence the PROJECT before this Agreement is signed, this Agreement shall be void, and the OWNER must complete the PROJECT at their own expense or locate funding elsewhere. Any materials purchased or work performed on the PROJECT prior to the agreement being signed will not be eligible for reimbursement. The OWNER acknowledge that they are required to adhere to the Harrisburg Municipal Code in relation to any construction or demolition while working on the PROJECT.

The Grant will be paid to the OWNER by HRA only after the PROJECT is complete. The final amount to be disbursed will be dependent on the receipts for paid materials and labor submitted to HRA by the OWNER.

The PROJECT must be completed within twelve (12) months of the date of this Agreement. Upon completion of the PROJECT, HRA staff must be contacted for a site inspection. HRA staff will then inspect the Property to determine compliance with the PLANS. If the inspection finds that the PROJECT complies with all applicable laws, standards and conditions and with the PLANS, the PROJECT will be eligible for reimbursement. If the conditions of this paragraph, or of the Harrisburg Municipal Code are not met, HRA shall not be obligated to issue the Grant to the OWNER.

Reimbursable costs include materials and labor (for licensed, contracted work only). Receipts must be provided to HRA for reimbursement. Proof of payment for all Page 1-PROPERTY IMPROVEMENT GRANT AGREEMENT

Harrisburg Redevelopment Agency/ Heidi Kropf

receipts must be provided (e.g., cancelled checks).

Funds will be disbursed to the OWNER within 30 days of the receipt of a full invoice from the OWNER, setting forth the total reimbursement amount to be paid, with all receipts and proof of payment attached.

The OWNER acknowledges that the grant requires the OWNER to match the amount of the grant on a dollar-for-dollar basis, up to a maximum of \$30,702.50. The OWNER acknowledges that the cost of the PROJECT may exceed the maximum amount of the Grant and the equivalent matching funds. OWNER agrees that any costs PROJECT incurs above and beyond the amount of the Grant shall be the sole responsibility of the OWNER and shall not be the responsibility of HRA or any person or entity affiliated with HRA.

No funds provided to the OWNER by HRA under this Agreement, or by HRA under any other Agreement or arrangement, shall be deemed by either HRA or the OWNER to be eligible for consideration or use as a matching cash contribution for any other funding not anticipated within the scope or time frame of this Agreement.

OWNER shall indemnify, protect, defend, and hold HRA, its officers, agents, employees and assigns, harmless against any actions, claim for injury or damage and all loss, liability, cost or expense, including court costs and attorney's fees, arising out of or resulting directly or indirectly from the performance of this Agreement, except, to the extent not prohibited by ORS 30.140, for that resulting from the sole negligence of HRA. Nothing in this Agreement should be interpreted as imposing any liability on HRA beyond the limits of the Oregon Tort Claims Act.

From the date the PROJECT is commenced until the date of its completion, OWNER shall obtain and maintain Commercial General Liability Insurance including personal injury, bodily injury and property damage with limits as may be provided by Excess or Umbrella policy: \$2,000,000 Per Occurrence/\$2,000,000 General Aggregate/\$2,000,000 Products and Completed Operations Aggregate. OWNER agree to have and maintain the policies, endorsements, certificates, and/or binders required under this paragraph. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

Should the above-described insurance policy be subject to cancellation or termination prior to the completion of the Project, OWNER shall notify HRA in writing by certified mail, return receipt requested, 30 days prior to the cancellation or termination date of such policy. OWNER shall furnish acceptable insurance certificates to HRA, with original endorsements signed by a person authorized by that insurer to bind coverage on its behalf. If additional insured status (or subrogation waiver) is requested, each line of insurance shall be marked in the appropriate box on the insurance certificate to indicate the policy endorsement ensuring that HRA is an Additional Insured (and/or Subrogation is Waived) subject to the terms and conditions and/or respective to the work under this Agreement. OWNER shall be financially responsible for all pertinent deductibles, self-insured retention and/or self-insurance. All such deductibles, retention, or self-insurance must be declared to, and approved by HRA.

Any documents or notices required or permitted to be given to HRA or to OWNER shall be sent by 1<sup>St</sup> class mail. The notice or document shall be deemed to be given on the next business day following its deposit in the United States mail.

Notices or documents to **HRA** shall be sent to:

Harrisburg Redevelopment Agency PO Box 378 Harrisburg, OR 97446

Notices or documents to **OWNER** shall be sent to:

Patrick & Donnell Freeman PO Box 588 Harrisburg, OR 97446

Notices and documents may also be hand-delivered to HRA or to OWNER at their addresses listed above. HRA and OWNER may also by mutual agreement choose notification by e-mail, and in the event they so choose, notice shall be deemed given upon HRA's or OWNER e-mail response indicating receipt of an e-mail from the other. Each party agrees to notify the other of a change of address by certified mail, return receipt requested, or by hand-delivery within 10 days of any such change.

OWNER is independent pursuant to this Agreement and shall not, in any way, be an affiliate, subsidiary, officers, agents or employee of HRA. OWNER agrees that HRA shall not be liable or responsible for any benefits, including, but not limited to, worker's compensation, disability insurance, retirement benefits, life insurance, unemployment insurance, health insurance or any other benefits which OWNER may be required by law or contract to provide to its employees, officers, agents, or contractors. OWNER agrees that they shall not sue or file a claim, petition, or application therefore against HRA, its officers, employees, agents, representatives, or sureties with respect to such benefits. OWNER shall not have any authority to bind HRA, or to make any representations or warranties to accept service of process, to receive notice, or to perform any act or thing on behalf of HRA except as authorized in writing by HRA. OWNER represents that they are authorized to execute this Agreement on behalf of OWNER and to bind OWNER hereto.

If any action or proceeding is brought by either party against the other under this Agreement, the prevailing party shall be entitled to be reimbursed by the losing party for its reasonable attorney's fees and costs in that action or proceeding or upon appeal.

This Agreement is for the exclusive benefits of OWNER and HRA. Any attempt to assign, transfer, or pledge this Agreement by either party without the prior, written consent of the other party is void and unenforceable against the non-consenting party.

This Agreement is to be governed by, and construed in accordance with, the laws of the State of Oregon. Any disputes about the terms of this Agreement will be brought before the Linn County Circuit Court.

Page 3-PROPERTY IMPROVEMENT GRANT AGREEMENT Harrisburg Redevelopment Agency/ Heidi Kropf Waiver of any breach of any provision of this Agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement. If any portion of this Agreement is held to be invalid under any applicable statute or rule of law, then such portion only shall be deemed invalid.

OWNER shall have sole responsibility to comply with all applicable federal and state laws, rules and regulations concerning environmental issues in carrying out activities funded under this Agreement. If any acts or omissions of OWNER should lead to liability or government enforcement action against HRA, OWNER shall be required to defend such action and to indemnify HRA for all costs incurred including without limitation any costs of required response actions and attorney fees. HRA will not assume responsibility for compliance with federal or state environmental requirements relating to OWNER construction activities under this Agreement but will cooperate to the extent practical and consistent with its codes and policies.

The parties agree not to discriminate on the basis of race, religion, religious observance, citizenship status, gender identity or expression, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, or source or level of income in the performance of this Agreement.

This Agreement supersedes any prior or contemporaneous oral or written agreements or understandings entered into by the parties. No modification of this Agreement shall be valid unless set forth in writing and signed and dated by both of the parties to this Agreement.

The parties hereto have caused this Agreement to be executed by an officer, manager or other person duly authorized to do so by order of its officers, members and/or managers, as applicable, effective on the date set forth above.

By:	<b>OWNER</b> By:
Executive Director HRA	OWNER – Heidi Kropf
ATTEST:	DATE:
City Recorder	