



Harrisburg City Council Agenda
December 09, 2025
6:30 PM
(Followed by the HRA Board Meeting)

Mayor: Robert Duncan
Council President: Mike Caughey
Councilors: Kimberly Downey, Randy Klemm, Charlotte Thomas,
Cindy Knox, and Dana Henry
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. *The City Hall Council Chambers are handicapped accessible. Persons with disabilities wishing accommodations, including assisted listening devices, sign language assistance or interpreter services are requested to contact the City Recorder, 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 does not apply to an emergency meeting as per ORS 192.630(5).*
3. *If you wish to testify, and are unable to attend, please contact the City Recorder to be placed on a Conference Call list during the meeting.*
4. *The City of Harrisburg does not discriminate against individuals with disabilities and is an equal opportunity provider.*
5. *For more information regarding items of discussion on this agenda, or to be added to our email distribution list please contact City Recorder Lori Ross, at 541-995-6655 or at lross@ci.harrisburg.or.us.*

CALL TO ORDER AND ROLL CALL by Mayor, Robert Duncan

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

NEW BUSINESS

1. THE MATTER OF APPOINTING KENT WULLENWABER AND SUSAN JACKSON TO THE PLANNING COMMISSION FOR TERMS ENDING DECEMBER 31, 2029

STAFF REPORT:

Exhibit A: Redacted-Application for Kent Wullenwaber

Exhibit B: Redacted-Application for Susan Jackson

ACTION: MOTION TO APPOINT KENT WULLENWABER AND SUSAN JACKSON TO THE PLANNING COMMISSION FOR TERMS ENDING DECEMBER 31, 2029

2. THE MATTER OF SELECTING AN ENGINEERING FIRM OR PROPOSER TO COMPLETE A STORM WATER MASTER PLAN FOR THE CITY OF HARRISBURG

STAFF REPORT:

Exhibit A: An Intent to Award from the City Engineer

(Presented at the Meeting)

ACTION: MOTION TO APPROVE THE RECOMMENDED INTENT TO AWARD STORM WATER MASTER PLAN RFP

3. THE MATTER OF APPROVING AN IGA WITH THE OREGON PARKS AND RECREATION DEPARTMENT FOR THE RECREATIONAL TRAILS PROGRAM (RTP) GRANT AGREEMENT

STAFF REPORT:

Exhibit A: RTP Grant Agreement

ACTION: MOTION TO APPROVE THE IGA, AND TO AUTHORIZE the MAYOR TO SIGN THE RTP GRANT AGREEMENT

4. THE MATTER OF AUTHORIZING AMENDMENT NO. 1 TO THE SPECIAL PUBLIC WORKS FUND INTERIM CONTRACT, OTHERWISE KNOWN AS WATER SYSTEM IMPROVEMENT PROJECT NUMBER B25004

STAFF REPORT:

Exhibit A: Amendment No. 01 to Project No. B25004

Exhibit B: Original Interim Finance Contract B25004

ACTION: MOTION TO AUTHORIZE THE MAYOR TO SIGN AMENDMENT NO. 1 TO PROJECT B25004

5. THE MATTER OF BUDGET FORECAST DISCUSSIONS

STAFF REPORT:

Exhibit A: LCSO Contract for FY 2025-2028

ACTION: DISCUSSION ONLY

6. THE MATTER OF REVIEWING THE STRATEGIC PLAN

STAFF REPORT:

Exhibit A: The Strategic Plan is available on the City website or by clicking the link below.

[2025-2030 Strategic Plan](#)

ACTION: INFORMATION ONLY

CONSENT LIST: Consent list materials are included in the Council Packet. Approval of items on the consent list will be enacted in one motion. Any member of the public, or City Council, can ask for an item to be removed from the consent list for discussion during the 'Other' segment.

7. THE MATTER OF APPROVING THE CONSENT LIST

STAFF REPORT:

Exhibit A: City Council Minutes for November 12, 2025

Exhibit B: Payment Approval Report for November 2025

Exhibit C: Municipal Court Collections Report for November 2025

Exhibit D: Municipal Court Citation Report for November 2025

Exhibit E: Code Enforcement Report for November 2025

ACTION: MOTION TO APPROVE THE CONSENT LIST

A motion to approve the consent list will approve the following:

City Council Minutes for November 12, 2025

The Payment Approval Report for November 2025

VERBAL REPORT: Discussions below should be limited to five minutes of conversation per topic. Topics of interest that require more than five minutes of conversation should be moved to a future meeting where possible.

- Holiday Schedule
- Patsy Githens

AN EXECUTIVE SESSION WILL NOW BE OPENED UNDER ORS 192.660(2)(H) TO CONSULT WITH COUNSEL CONCERNING THE LEGAL RIGHTS AND DUTIES OF A PUBLIC BODY WITH REGARD TO CURRENT LITIGATION OR LITIGATION LIKELY TO BE FILED

- 8. THE MATTER OF HOLDING AN EXECUTIVE SESSION UNDER ORS 192.660(2)(H) TO CONSULT WITH COUNSEL CONCERNING THE LEGAL RIGHTS AND DUTIES OF A PUBLIC BODY WITH REGARD TO CURRENT LITIGATION OR LITIGATION LIKELY TO BE FILED**

STAFF REPORT:

Exhibits: None

ACTION: TBD – AT THE END OF DISCUSSION, THE EXECUTIVE SESSION WILL CONCLUDE AND CITY COUNCIL MUST RETURN TO A PUBLIC SESSION. ANY MOTIONS MUST BE MADE IN A PUBLIC SESSION

AN EXECUTIVE SESSION WILL NOW BE OPENED UNDER ORS 192.660(2)(H) TO CONSULT WITH COUNSEL CONCERNING THE LEGAL RIGHTS AND DUTIES OF A PUBLIC BODY WITH REGARD TO CURRENT LITIGATION OR LITIGATION LIKELY TO BE FILED

- 9. THE MATTER OF HOLDING AN EXECUTIVE SESSION UNDER ORS 192.660(2)(H) TO CONSULT WITH COUNSEL CONCERNING THE LEGAL RIGHTS AND DUTIES OF A PUBLIC BODY WITH REGARD TO CURRENT LITIGATION OR LITIGATION LIKELY TO BE FILED**

STAFF REPORT:

Exhibits: None

ACTION: TBD – AT THE END OF DISCUSSION, THE EXECUTIVE SESSION WILL CONCLUDE AND CITY COUNCIL MUST RETURN TO A PUBLIC SESSION. ANY MOTIONS MUST BE MADE IN A PUBLIC SESSION

OTHER ITEMS

ADJOURN

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

**THE MATTER OF APPOINTING KENT WULLENWABER AND SUSAN JACKSON
TO THE PLANNING COMMISSION FOR TERMS ENDING DECEMBER 31, 2029**

STAFF REPORT:

Exhibit A: Redacted-Application for Kent Wullenwaber

Exhibit B: Redacted-Application for Susan Jackson

**ACTION: MOTION TO APPOINT KENT WULLENWABER AND SUSAN
JACKSON TO THE PLANNING COMMISSION FOR TERMS ENDING DECEMBER
31, 2029**

THIS AGENDA BILL IS DESTINED FOR: Regular Agenda- December 9, 2025

BUDGET IMPACT		
COST	BUDGETED?	SOURCE OF FUNDS
N/A	N/A	N/A

STAFF RECOMMENDATION:

Staff recommends the City Council re-appoint Kent Wullenwaber and Susan Jackson to the Planning Commission.

BACKGROUND INFORMATION:

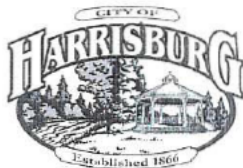
This year the Planning Commission has two terms expiring on December 31, 2025, and those positions are currently held by Kent Wullenwaber and Susan Jackson. Staff is very pleased that both Kent and Susan have graciously offered their services once again to serve for another four-year term ending December 31, 2029. The City received no other applications.

The City has two positions that will expire at the end of 2026 which are currently held by Chair-Person Todd Culver and Commissioner Kurt Kayner.

REVIEW AND APPROVAL:

Lori Ross 12/02/2025

Lori Ross Date
City Recorder



City of Harrisburg
120 Smith Street
Harrisburg, OR 97446
Phone (541) 995-6655
www.ci.harrisburg.or.us

BOARD & COMMITTEE APPLICATION FORM

Planning Commission, Budget Committee, and Library Board

Name:

Address:

Phone Number:

Email:

Are you a Harrisburg resident? Yes ☒ No ☐

Employment:

In which position are you interested?*

Tell us why you would like to be included on the Board or Committee of your choice and what you will contribute:

Please list any schooling, hobbies, prior experience or any other information that would indicate how you would contribute to the Board or Committee.

Please list a personal/professional reference that we may contact:

Name: Jim [REDACTED]

Address: [REDACTED] Street Harrisburg Oregon 97446

Phone Number: 5 [REDACTED]

Relation to you: Friend

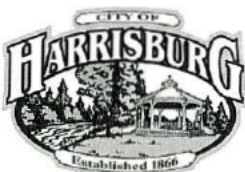
By providing your signature below, you acknowledge that you are the applicant for the committee position and authorize the City to contact your references.

Kent Wullenwaber

Date: 11/25/20

*Please be aware that candidates for City Council and Planning Commission are subject to State Ethic Law Requirements. For further information on ethics laws and what the requirements are, please ask for Lori Ross, City Recorder.

**Please submit completed applications to PO Box 378, Harrisburg, Oregon 97446 or in person at 354 Smith St or by emailing to loross@ci.harrisburg.or.us.



City of Harrisburg
120 Smith Street
Harrisburg, OR 97446
Phone (541) 995-6655
www.ci.harrisburg.or.us

BOARD & COMMITTEE APPLICATION FORM

Planning Commission, Budget Committee, and Library Board

Name: Susan Jackson

Address: 402 P.O. Box Harrisburg

Phone Number: 541-9

Email: [redacted]@yahoo.com

Are you a Harrisburg resident? Yes ☒ No ☐

Employment: Harrisburg School District

In which position are you interested?*

Planning Commission

Tell us why you would like to be included on the Board or Committee of your choice and what you will contribute:

I have enjoyed the past term on the Planning Commission and have learned a lot. I have an interest in our community affairs and would like to be a part of planning our area's future.

Please list any schooling, hobbies, prior experience or any other information that would indicate how you would contribute to the Board or Committee.

I worked for a drafting service and have experience in reading blue prints, maps & site plans. Aside from past personal dealings with City codes, the term I just completed on the Planning Commission has taught me a lot.

Please list a personal/professional reference that we may contact:

Name: Kim K [REDACTED]
Address: [REDACTED], Harrisburg
Phone Number: 541- [REDACTED]
Relation to you: Friend

By providing your signature below, you acknowledge that you are the applicant for the committee position and authorize the City to contact your references.

Suzanne A. Jackson

Date: 10-15-2025

*Please be aware that candidates for City Council and Planning Commission are subject to State Ethic Law Requirements. For further information on ethics laws and what the requirements are, please ask for Lori Ross, City Recorder.

**Please submit completed applications to PO Box 378, Harrisburg, Oregon 97446 or in person at 354 Smith St or by emailing to lross@ci.harrisburg.or.us.

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

**THE MATTER OF SELECTING AN ENGINEERING FIRM OR PROPOSER TO
COMPLETE A STORM WATER MASTER PLAN FOR THE CITY OF HARRISBURG**

STAFF REPORT:

Exhibit A: An Intent to Award, from the City Engineer will be presented at the meeting.

**ACTION: MOTION TO APPROVE THE RECOMMENDED INTENT TO AWARD
STORM WATER MASTER PLAN RFP**

THIS AGENDA BILL IS DESTINED FOR: Agenda – December 9, 2025

BUDGET IMPACT		
COST	BUDGETED?	SOURCE OF FUNDS
\$200,000+ Est	\$300,000	Stormwater Capital Improvement

STAFF RECOMMENDATION:

Staff recommends Council Approve *Intent to Award as recommended by the City Engineer*

BACKGROUND INFORMATION:

As required by the State of Oregon and the DEQ TMDL, Master Plans cannot be more than 20 years old to use System Development Charges on Capital Improvement Projects. The City intends to select one licensed professional engineering firm (Proposer or Engineer) who responded to an RFP (Request for Proposals), published by the City on October 10, 2025.

The Project will include:

- (a) Assessment of the current system
- (b) Statutory requirements
- (c) A 20 year Capital Improvement Plan for stormwater utilities; and other potential components outlined in the bid.

The objective of requesting proposals is for the City to contract with a firm that can offer services at the highest quality and the best value to the City. An Intent to Award, from the city engineer, will be presented at the meeting.

REVIEW AND APPROVAL:

Chuck Scholz 12/02/2025
Chuck Scholz, PW Director Date

Agenda Bill

Harrisburg City Council

Harrisburg, Oregon

THE MATTER OF APPROVING AN IGA WITH THE OREGON PARKS AND RECREATION DEPARTMENT FOR THE RECREATIONAL TRAILS PROGRAM (RTP) GRANT AGREEMENT

STAFF REPORT:

Exhibit A: RTP Grant Agreement

ACTION: MOTION TO APPROVE THE IGA, AND TO AUTHORIZE THE MAYOR TO SIGN THE RTP GRANT AGREEMENT

THIS AGENDA BILL IS DESTINED FOR: Agenda – December 9, 2025

BUDGET IMPACT		
COST	BUDGETED?	SOURCE OF FUNDS
\$196,367.47	Yes	OPRD/RTP Grant \$149,667.47 City of Harrisburg \$46,700 (Parks SDC's, plus PW Labor)

STAFF RECOMMENDATION:

Staff recommends the City Council Approve the IGA and to Authorize the Mayor to sign the document

BACKGROUND INFORMATION:

The City applied for and was awarded the RTP grant that was applied for in FY 2023-2024. Development in Eagle Park is complex, and the RTP grant funds wouldn't be provided to the City until it had received approval from Linn County for the Conditional Use Permit, Greenway Development Permit, Flood Development & Hazard Mitigation Permits, and also required completing the Wetlands Study, and Cultural Survey. Now that all of those requirements have been met, the City is finally being provided with the Recreational Trails Program Grant Agreement, shown in **Exhibit A**.

The agreement is with the Oregon Parks and Recreation District, who is responsible for the administration of this program. However, the funding comes from the Federal Highway Administration (FHWA) Recreational Trails Program. As such, Staff, including our City Attorney, had to review the substantial federal contract document, which started with Attachment C.

The pages of the document up to page 8, are in relation to the OPRD Agreement. On Page 2 of the document, in Section iv, the Federal Award Date will be filled in by OPRD after the FHWA Board, and the OPRD Board approve the release of the funds. Page 8 of the IGA Document comprises the project scope and budget and matches what was provided in the grant request.

All Federal Contracts that provide Federal-Aid Construction are required to have the contract details shown in Attachment C, D, E & F. Many sections of these attachments will not be applicable to our project, as it is not a federal highway, nor is it located in the Appalachian region. Because this is a Federally funded project, the contractors who provide the labor for this project will be held to strict standards. The City Administrator and Public Works Director will fully review this project, but it will most likely fall under the competitive sealed bidding process, as the trails come to a total of \$164,481 at this time.

The IGA will be provided to the RTP Representative, who will then ask for the funds to be released. The City will then be provided with a copy for our records, and it's presumed, we will have an order to proceed by the end of the month, or sometime in January. All development is held up until heavy vehicles can drive through the access areas of the park without sinking; that will likely be in late March or April. The RTP Grant allows for an additional 1.84 miles of trail to be added to Eagle Park, along with 2 trail heads in the northern park area, and a trail head/parking lot in the middle area of all 3 lots. Wayfinding signs will be at each trail head location, with schematics of the conceptual plan, showing the locations of trails.

REVIEW AND APPROVAL:

Michele Eldridge

Michele Eldridge 12.02.25
City Administrator

Oregon Parks and Recreation Department

Recreational Trails Program Grant Agreement

THIS AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its Oregon Parks and Recreation Department, hereinafter referred to as "OPRD" or the "State" and the **City of Harrisburg**, hereinafter referred to as the "Grantee". Together, State and Grantee are hereinafter referred to as the "Parties" or individually as a party.

OPRD Grant Number: RT23-016

Project Title: Harrisburg Eagle Park Trail Project

Project Description: Construction of approximately 1.84 miles of trails and three trailheads at Eagle Park in the City of Harrisburg. The Project is further described in the Project Scope and Budget included as Attachment B.

Grant Funds / Maximum Reimbursement: \$149,667.47 (76.22%)

Grantee Match Participation: \$46,700.00 (23.78%)

Total Project Cost: \$196,367.47

Grant Payments / Reimbursements: Grant Funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the original Project Scope and Budget included as Attachment B. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at [oprdgrants.org](https://www.oregon.gov/oprd/GRA/Pages/GRA-rtp.aspx). The request for reimbursement shall include documentation of all project expenses including, when applicable, documentation confirming project invoices have been paid. The request must also include documentation for all match expenses, as eligible under and in compliance with the rules, policies, and guidelines for the Recreational Trails Program, which may be found at <https://www.oregon.gov/oprd/GRA/Pages/GRA-rtp.aspx>. Grantee may request reimbursement as often as monthly for expenses incurred to date. Grantee must request reimbursement at least every six months. Grantee may request advance payments, which OPRD, in its sole discretion, may provide.

State Fiscal Year-End Request for Reimbursement: Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to June 30, of each state fiscal year. The State Fiscal Year-End Reimbursement Request must be submitted to OPRD by August 15th of each year, 45 days after June 30.

Reimbursement Terms and Matching Funds: The total project cost is estimated at **\$196,367.47**. Subject to and in accordance with the terms and conditions of this Agreement, OPRD shall provide Grant Funds to Grantee for the project in an amount not to exceed **\$149,667.47** or **76.22** percent of the total eligible project costs, whichever is less, for eligible costs. Grantee shall provide Match Funds for the Project in an amount not less than **23.78** percent of the total eligible Project Costs.

Progress Reports: After OPRD issues the Notice to Proceed, Grantee shall report to OPRD regarding the status and progress of the project on a quarterly basis, as follows:

For the period beginning January 1, ending March 31:	report is due April 30
For the period beginning April 1, ending June 30:	report is due July 31
For the period beginning July 1, ending September 30:	report is due October 31
For the period beginning October 1, ending December 31:	report is due January 31

Progress Reports shall be submitted using OPRD's online grant management system accessible at [oprdgrants.org](https://www.oregon.gov/oprd/GRA/Pages/GRA-rtp.aspx).

Agreement Period: The effective date of this Agreement is the date on which it is fully executed by the Parties unless noted otherwise on the Notice to Proceed letter. Unless otherwise terminated or extended, the Project shall be completed ("Project Completion Date") by **December 31, 2027**. This Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee. No grant funds shall be available for any expenditures incurred after the Project Completion Date.

Retention: OPRD shall disburse up to 75 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the remaining Grant Funds owing to Grantee under this Agreement, if any, upon approval by OPRD of the completed Project, the final progress report, and the final reimbursement request.

Final Report: Grantee must submit a final progress report, a final reimbursement request and digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date. OPRD may, at its sole discretion, conduct appropriate inspections of the Project within a reasonable time following submission of the Final Report. Grantee shall assist OPRD and cooperate fully to the satisfaction of OPRD with all inspections that OPRD conducts.

Publicity: Grantee shall make every effort to acknowledge and publicize OPRD's participation and assistance with the Project. Grantee agrees to place a sign(s) at the Project location acknowledging program support. Grantee also agrees to maintain the signs throughout the useful life of the Project.

Agreement Documents: Included as part of this Agreement are:

- Attachment A: Standard Terms and Conditions
- Attachment B: Project Scope and Budget
- Attachment C: Form FHWA-1273
- Attachment D: Federal Requirements
- Attachment E: Insurance Requirements
- Attachment F: Inadvertent Discovery Plan for Cultural Resources

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment D, Attachment C, Attachment E, Attachment F, and Attachment B.

Contractor or Sub-Recipient Determination: In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OPRD's determination is that:

☒ Recipient is a sub-recipient; OR ☐ Recipient is a contractor

Federal Award Identification information required by 2 CFR 200.332(a)(1):

- (i) Subrecipient Name: **City of Harrisburg**
- (ii) Subrecipient Unique Entity Identifier (UEI): **JVB3LDBNJJS6**
- (iii) Federal Award Identification Number (FAIN): **41RT23016**
- (iv) Federal Award Date:
- (v) Sub-Award Period of Performance Start and End Date: **Date of execution – December 31, 2027**
- (vi) Total Amount of Federal Funds Obligated by this Agreement: **\$149,667.47**
- (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: **\$149,667.47**
- (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: **\$149,667.47**
- (ix) Federal Award Project Description: **Construction of new, multi-use trails in Eagle Park; some of which that will be built to ADA standards. Project includes 3 trailheads, parking, signage, and views of wildlife, ponds & Willamette River.**
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - a. Name of Federal awarding agency: **U.S. Department of Transportation Federal Highway Administration**
 - b. Name of pass-through entity: **Oregon Parks and Recreation Department**
 - c. Contact information for awarding official of the pass-through entity: **Lisa Sumption, Director, (503)986-0660**
- (xi) CFDA Number and Name: **20.219, Recreational Trails Program**
- (xii) Is Award Research and Development (R&D): **No**
- (xiii) Indirect cost rate for the Federal Award: **0%**

Contact Information: A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator
Michele Eldridge
City of Harrisburg
120 Smith St
Harrisburg, OR 97446
541-995-2200
meldridge@ci.harrisburg.or.us

Grantee Billing Contact
Michele Eldridge
City of Harrisburg
120 Smith St
Harrisburg, OR 97446
541-995-2200
meldridge@ci.harrisburg.or.us

OPRD Contact
Jodi Bellefeuille, RTP Coordinator
Oregon Parks & Rec. Dept.
725 Summer ST NE STE C
Salem, OR 97301
503-856-6316
jodi.bellefeuille@oprd.oregon.gov

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

GRANTEE

By: _____
Signature

Printed Name

Title

Date

**STATE OF OREGON
Acting By and Through Its
OREGON PARKS AND RECREATION DEPT.**

By: _____
Deputy Director of Field & Community Services

Date

APPROVAL RECOMMENDED

By: _____
Michele Scalise, Manager, Grants & Community Programs

Date

By: _____
Jodi Bellefeuille, RTP Grant Coordinator

Date

Attachment A – Standard Terms and Conditions

Oregon Parks and Recreation Department Recreational Trails Program Grant Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, Title 23 U.S.C Section 206, Federal Highway Administration (FHWA) Recreational Trails Program Guidance, FHWA Form-1273 (Attachment C), OPRD's Recreational Trails Program Grant Manual (as updated), OPRD's Grant Reporting and Reimbursement Instructions (as updated), 2 CFR Part 200, and federal, state, and local program guidelines. This section shall survive termination or expiration of this Agreement.
2. **Insurance; and Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that it and each of its subgrantee(s), contractor(s), and subcontractor(s) complies with the insurance requirements provided in Attachment E.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the Parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved. The Grantee agrees to allow OPRD, Oregon Secretary of State auditors, the United States Department of Transportation, the Federal Highway Administration and any of their duly authorized representatives access to all records related to this Agreement for audit and inspection and monitoring of services. Such access will be during normal business hours, or by appointment. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements. This section shall survive termination or expiration of this Agreement.
5. **Equipment:** Equipment is defined as tangible personal property having a useful life of more than one year and per-unit acquisition cost of \$5,000 or more. Equipment pre-approved to be purchased with Recreational Trails Program Grant funds, if any, must be used as described in the Project Agreement throughout the Equipment's useful life and in accordance with 2 CFR 200.313. The Grantee will maintain Equipment records in compliance with 2 CFR 200.313(d)(1). Within 90 days of purchase the Equipment records must be submitted to OPRD using the "RTP Equipment Record Form", available on the OPRD website. The Grantee will take physical inventory of the Equipment at least every two years and submit the updated Equipment records to OPRD until the Equipment value is below \$5,000 or the Equipment is disposed of. The Grantee will not sell or dispose of the Equipment without prior approval from OPRD and the Federal Highway Administration. This section shall survive termination or expiration of this Agreement.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written preapproval by OPRD. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 25 years after the date the Project is

completed. If the Project is located on land leased from a private or public entity, other than the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed, unless the lessor under the lease agrees that, in the event the lease is terminated for any reason, the land shall continue to be dedicated and used as described in the Project Application for a period of at least 25 years after the date the Project is completed. This section shall survive termination or expiration of this Agreement.

7. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of State, the Secretary of State, or their designees to perform site reviews of the Project, and to inspect all Equipment, real property, facilities, and other property purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.
8. **Public Access:** The Grantee shall allow open and unencumbered public access to the completed Project to all persons without regard to race, color, religious or political beliefs, sex, national origin or place of primary residence. This section shall survive termination or expiration of this Agreement.
9. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all

claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

10. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.
11. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
12. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State. This section shall survive termination or expiration of this Agreement.
13. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
14. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. This section shall survive termination or expiration of this Agreement.
15. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties relating to the Project. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
16. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between

the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.

17. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
18. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

RTP Grant Agreement – Attachment B
Project Scope and Budget
RT23-016, Harrisburg Eagle Park Trail Project

Project Scope:

Construct approximately 1.84 miles of natural surface trails at Eagle Park in the City of Harrisburg, develop three trailheads that include accessible parking stalls, and install signage at trailheads and along trails.

Budget Summary:

Grant Funds/Maximum Reimbursement	\$149,667.47 (76.22%)
Grantee Match Participation	\$46,700.00 (23.78%)
Total Project Cost	\$196,367.47

Project Budget:

Expense Item	Cost or Valuation
Trail construction – contracted labor	\$164,481.00
Parking lot and trailhead access construction – contracted labor	\$16,186.47
In-kind labor	\$5,900.00
Signage and supplies	\$9,800.00
Total Project Cost	\$196,367.47

Source of Match:

Source	Amount
City of Harrisburg: budgeted funds	\$40,800.00
City of Harrisburg: in-kind labor	\$5,900.00
Total Match	\$46,700.00

ATTACHMENT C
Federal Form FHWA-1273

3.

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ATTACHMENT D

Federal Requirements

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation 23 USC 206 and ORS 390.980 which makes funds available for the purposes of the Oregon Recreation Trails System Act. Without limiting the generality of the preceding sentence, Grantee shall, in its performance of its obligations under this Agreement and implementation of the Project, comply with the following laws and regulations:
 - 23 U.S.C. 206 Recreational Trails Program
 - 23 U.S.C. 104 (h), Recreational Trails Program Apportionments
 - 23 U.S.C. 106, Project Approval and Oversight
 - 23 U.S.C. 114, Convict Labor
 - FHWA Recreational Trails Program Guidance: located at https://www.fhwa.dot.gov/environment/recreational_trails/guidance/rtp9908_toc.cfm
 - 40 U.S.C 3141-3148, The Davis-Bacon & Related Acts
 - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
 - 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, *as supplemented by* 2 CFR Part 1201 for Awards by the U.S. Department of Transportation
 - 2 CFR 1201
 - 23 CFR 1.36, Compliance with other Federal Laws and Regulations
 - 23 CFR 771, Environmental Requirements
 - 23 CFR 635.410 Buy America, as further described below
 - 41 U.S.C. § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
2. **Required Contract Provisions for Federal-Aid Construction Contracts:** Form FHWA-1273 must be physically incorporated in each construction contract funded with Grant Funds provided under this Agreement. The contractor (or subcontractor) must insert Form FHWA-1273 in each subcontract and further require its inclusion in all lower tier subcontracts. See Attachment C: Form FHWA-1273.
3. **Buy America – as of August 16, 2023, this section only applies if the total federal financial assistance included in the Total Project Cost, including RTP funds, is \$500,000 or more:** 23 CFR 635.410 is applicable to steel, iron and manufactured goods used in a “federal-aid highway construction project” including the Project funded under this Agreement. Based on the definitions of “construction” in 23 U.S.C. 101 and “project”, the Buy America provisions apply to steel and iron permanently incorporated in a project funded by RTP when the total value of these materials exceeds \$2,500. Documentation of Buy America compliance is required to be obtained and retained with the Grantee’s grant records.
4. **Build America, Buy America Act – as of August 16, 2023, this section only applies if the total federal financial assistance included in the Total Project Cost, including RTP funds, is \$500,000 or more:** As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in

the United States, unless subject to an approved waiver. The requirements of this section must be included in all contracts, subcontracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- a. unless subject to the \$2,500 threshold described in item 3, all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - b. unless subject to FHWA's General Applicability Waiver of Buy America Requirements for Manufactured Products, all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 - c. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.
5. **Audit Clause:** Subrecipients receiving federal awards in excess of \$750,000 in the Subrecipient's fiscal year are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Subrecipient, if subject to this requirement, shall, upon request, at Subrecipient's own expense submit to Agency a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to Agency the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Subrecipient responsible for the financial management of funds received under this Agreement.
6. **Debarment and Suspension.** Recipient certifies that it is not listed, and shall not permit any person or entity to be a subcontractor if the person or entity is listed, on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

ATTACHMENT E

Insurance Requirements

GENERAL.

Grantee shall require in its first tier contracts (for the performance of work on the Project) with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the contract commences, and ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Oregon Parks and Recreation Department ("OPRD"). Grantee shall not authorize work to begin under contracts until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the contracts permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Grantee permit work under a contract when Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a contract in which the Grantee is a party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OPRD. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following coverage amounts:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance must include the State of Oregon, OPRD, its officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, either "tail" coverage or continuous "claims made" liability coverage must be maintained, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the contract, for a minimum of 24 months following

the later of : (i) the contractor's completion and Grantee's acceptance of all services required under the subagreement or, (ii) the expiration of all warranty periods provided under the contract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OPRD may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If OPRD approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Grantee before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

ATTACHMENT F

ARCHAEOLOGICAL INADVERTENT DISCOVERY PLAN (IDP)

Archaeological materials are the physical remains of the activities of people in the past. This IDP must be followed should any archaeological sites, objects, or human remains be found. Archaeological materials are protected under Federal and State laws and their disturbance can result in criminal penalties.

This document pertains to the work of the Grantee, including any and all individuals, organizations, contractors, or companies associated with the Project.

WHAT MAY BE ENCOUNTERED

Archaeological material may be found during any ground-disturbing activity. If encountered, all excavation and work in the area **MUST STOP**. Archaeological objects vary and can include evidence or remnants of historic-era and pre-contact activities by humans. Archaeological objects can include but are not limited to:

- **Stone flakes, arrowheads, stone tools, bone or wooden tools, baskets, beads.**
- Historic building materials such as **nails, glass, metal** such as cans, barrel rings, farm implements, **ceramics, bottles, marbles, beads.**
- Layers of **discolored earth** resulting from hearth fire
- Structural remains such as **foundations**
- **Shell Middens** (mounds)
- **Human skeletal remains** and/or **bone fragments** which may be whole or fragmented.

If in doubt call it in.

DISCOVERY PROCEDURES: WHAT TO DO IF SOMETHING IS FOUND

1. Stop ALL work in the vicinity of the find
2. Secure and protect area of inadvertent discovery with 30 meter/100 foot buffer—work may continue outside of this buffer
3. Notify Project Manager and Grantee
4. Project Manager will need to contact a professional archaeologist to assess the find.
5. If archaeologist determines the find is an archaeological site or object, contact SHPO. If it is determined to *not* be archaeological, work may continue.

HUMAN REMAINS PROCEDURES

1. If it is believed the find may be human remains, stop ALL work.
2. Secure and protect area of inadvertent discovery with 30 meter/100 foot buffer, then work may continue outside of this buffer with caution.
3. Cover remains from view and protect them from damage or exposure, restrict access, and leave in place until directed otherwise. **Do not take photographs. Do not speak to the media.**
4. Notify:
 - Project Manager
 - Grantee

- Contracted Archaeologist (if applicable)
 - Oregon State Police - **DO NOT CALL 911** 503-378-3720
 - SHPO (State Historic Preservation Office) 503-986-0690
 - LCIS (Legislative Commission on Indian Services) 503-986-1067
 - Appropriate Native American Tribes (as provided by LCIS)
5. If the site is determined not to be a crime scene by the Oregon State Police, do not move anything! The remains should continue to be *secured in place* along with any associated funerary objects, and protected from weather, water runoff, and shielded from view.
6. Do not resume any work in the buffered area until a plan is developed and carried out between the State Police, SHPO, LCIS, and appropriate Native American Tribes, and you are directed that work may proceed.

CONFIDENTIALITY

The Grantee and employees shall make best efforts, in accordance with federal and state law, to ensure that its personnel and contractors keep the discovery confidential. The media, or any third-party member or members of the public are not to be contacted or have information regarding the discovery, and any public or media inquiry is to be reported to Grantee. Prior to any release, the responsible agencies and Tribes shall concur on the amount of information, if any, to be released to the public.

To protect fragile, vulnerable, or threatened sites, the National Historic Preservation Act, as amended (Section 304 [16 U.S.C. 470s-3]), and Oregon State law (ORS 192.501(11)) establishes that the location of archaeological sites, both on land and underwater, shall be confidential.

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

THE MATTER OF AUTHORIZING AMENDMENT NO. 1 TO THE SPECIAL PUBLIC WORKS FUND INTERIM CONTRACT, OTHERWISE KNOWN AS WATER SYSTEM IMPROVEMENT PROJECT NUMBER B25004

STAFF REPORT:

Exhibit A: Amendment No. 01 to Project No. B25004

Exhibit B: Original Interim Finance Contract B25004

ACTION: MOTION TO AUTHORIZE THE MAYOR TO SIGN AMENDMENT NO. 1 TO PROJECT B25004

THIS AGENDA BILL IS DESTINED FOR: Agenda – Dec 9, 2025

BUDGET IMPACT		
COST	BUDGETED?	SOURCE OF FUNDS
N/A	Yes/No	N/A

STAFF RECOMMENDATION:

Staff recommends the City Council authorize the Mayor to sign Amendment No. 1 to the Interim Financing Contract

BACKGROUND INFORMATION:

During the meeting held on July 22nd, the City Council approved the Contract for the Special Public Works Fund interim financing loan of \$3.5 million to complete the Water Bond Project. We had limited time to assemble the loan documents and therefore didn't feel we could include Well No. 9 due to not having a final cost projection. We had decided at that time that we would pay for that portion of the project directly from City funds. We can now include Well No. 9 in the loan funding due to unanticipated savings from fewer than expected change orders.

As such, we spoke with our project coordinator, who supplied an amendment document, (**Exhibit A**) that adds Well No. 9 to the list of water system improvements that may be covered by the loan. **Exhibit B** is the original document that was approved in July. On page 17, Council will find 'the *Project Description in Exhibit C*. The amendment is a simple fix, that will now allow the City to ask for reimbursement of expenses from the construction of Well No. 9, and thereby free up expenses for other important projects.

REVIEW AND APPROVAL:



Michele Eldridge, City Administrator 12.02.25

SPECIAL PUBLIC WORKS FUND DEVELOPMENT PROJECT
INTERIM FINANCING CONTRACT

Amendment Number 01

Project Name: Water System Improvements

Project Number: B25004

This amendment is made and entered into by and between the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and the City of Harrisburg (“Recipient”), and amends the Financing Contract between Recipient and OBDD, Project Number B25004, dated 30 July 2025, (“Contract”) for the above-named Project. Capitalized terms not defined in this amendment have the meanings assigned to them by the Contract.

Recital: The purpose of this amendment is to revise the Project Description.

The parties agree to: Amend Exhibit C – Project Description of the Contract as follows (deletion in ~~strike through~~; addition in double underline):

Recipient will, with the assistance of a professional engineer licensed in Oregon, design and construct the following water system improvements:

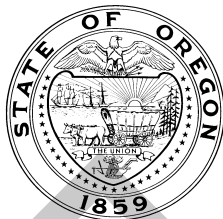
- A. North and south water tanks;
- B. North and south water treatment buildings, including all elements required for full functionality of the filtration systems housed therein, such as electrical work; infrastructure piping; plumbing; and mechanical system installation; and
- C. Well #9

OBDD will have no obligation under this amendment, unless within 60 days after receipt, Recipient delivers to OBDD the following items, each in form and substance satisfactory to OBDD and its Counsel:

- (i) this amendment duly executed by an authorized officer of Recipient; and
- (ii) such other certificates, documents, opinions and information as OBDD may reasonably require.

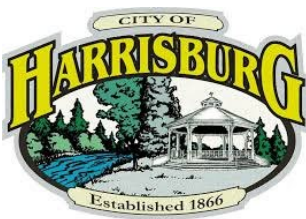
SIGNATURE PAGE FOLLOWS

Except as specifically provided above, this amendment does not modify the Contract, and the Contract shall remain in full force and effect during the term thereof. This amendment is effective on the date it is fully executed and approved as required by applicable law.



STATE OF OREGON

acting by and through its
Oregon Infrastructure Finance Authority of the
Oregon Business Development Department



CITY OF HARRISBURG

By: _____
Chris Cummings, Deputy Director

By: _____
The Honorable, Robert Duncan, Mayor

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

SPECIAL PUBLIC WORKS FUND DEVELOPMENT PROJECT
INTERIM FINANCING CONTRACT

Project Name: Water System Improvements

Project Number: B25004

This interim financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("OBDD"), and the City of Harrisburg ("Recipient") for financing of the project referred to above and described in Exhibit C ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

This Contract less any Exhibits	
Exhibit A	General Definitions
Exhibit B	Loan Security
Exhibit C	Project Description
Exhibit D	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$8,206,130.

"Interest Rate" means 3.37% per annum.

"Loan Amount" means \$3,500,000.

"Maturity Date" means the earlier of 3 years plus 90 days after the date of this Contract, or the receipt of Refunding Proceeds by either party.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 36 months after the date of this Contract.

SECTION 2 - FINANCIAL ASSISTANCE

OBDD shall provide Recipient, and Recipient shall accept from OBDD as financing for the Project a non-revolving loan (the "Loan") in an aggregate principal amount not to exceed the Loan Amount.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract cannot exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").

- B. Financing Availability. OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Payment to Contractors. OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.

SECTION 4 - LOAN PAYMENT; PREPAYMENT

- A. Promise to Pay. Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. Interest is computed by counting the actual days occurring in a 360-day year.
- Recipient authorizes OBDD to calculate interest accrued under the Loan, including as necessary to determine the loan amortization schedule, a loan prepayment, or a loan payoff amount. Absent manifest error, such calculations will be conclusive.
- C. Loan Payment. The entire outstanding balance of the Loan, including all accrued unpaid interest, is due and payable in full on the Maturity Date.
- D. Loan Prepayments.
- (1) Mandatory Prepayment. The Refunding Proceeds shall be applied to repay the outstanding balance of the Contract. Further, Recipient shall prepay all or part of the outstanding balance of the Loan as may be required by this Contract.
 - (2) Optional Prepayment. Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.
- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to

interest and principal on the scheduled repayment date, rather than on the day such payment is received.

SECTION 5 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.
 - (3) An opinion of Recipient's Counsel.
 - (4) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Special Public Works Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) Recipient has delivered to OBDD (in form and substance satisfactory to OBDD) an estimated schedule of Disbursement Requests, including anticipated number, submission dates and amounts.
 - (5) OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (6) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.

- B. Costs of the Project. Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.
- C. Costs Paid for by Others. Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project, whether from OBDD or from another State of Oregon agency or any third party.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
- (1) Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.
- E. No Events of Default.
- (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
 - (2) Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be

bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. Governmental Consent. Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.
- B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, and the Project and the operation of the System of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) Prevailing Wage Requirements.
 - (a) Recipient shall comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state "PWR"). This includes but is not limited to imposing an obligation that when PWR applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries ("BOLI") under ORS 279C.815.
 - (b) When the federal Davis-Bacon Act applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*).
 - (c) Notwithstanding (3)(a) and (3)(b) above, when both PWR and the federal Davis-Bacon Act apply to the Project, contractors and subcontractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in (3)(a) or (3)(b) above.

- (d) When PWR applies, Recipient and its contractors and subcontractors shall not contract with any contractor on BOLI's current List of Contractors Ineligible to Receive Public Works Contracts.
 - (e) When PWR applies, Recipient shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI's rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Recipient contractually agrees to pay applicable prevailing wage fees for the Project rather than OBDD, the public agency providing Financing Proceeds under this Contract.
 - (f) Pursuant to ORS 279C.817, Recipient and any contractors or subcontractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies).
- (3) OAR 123-042-0165 (5) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. Recipient shall:

- (1) Provide OBDD with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process, at least ten (10) days before advertising for bids.
- (2) Provide a copy of the bid tabulation, notice of award, and contract to OBDD within ten (10) days after selecting a construction contractor.
- (3) Permit OBDD to conduct inspection of the Project at any time.
- (4) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (5) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
- (6) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.

D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient.

E. Operation and Maintenance of the Project. Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.

F. Insurance, Damage. Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from asserting a defense against any party other than OBDD,

including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.

- G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit D, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient's obligations under the Financing Documents and payment of OBDD's costs related to such assumption. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by OBDD.
- H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied to prepay the outstanding balance of the Loan in accordance with section 4.D.(1).
- I. Financial Records. Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- J. Inspections; Information. Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- K. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project, or the Financing Proceeds until the date that is three years following the later of the final maturity or earlier retirement of all of the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) or such longer period as may be required by other provisions of this Contract or applicable law. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- L. Economic Benefit Data. OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.

- M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, veteran-owned businesses and emerging small businesses...” OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz>.
- N. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- O. Notice of Default. Recipient shall give OBDD prompt written notice of any Default as soon as Recipient becomes aware of its existence or reasonably believes a Default is likely.
- P. (1) Contributory Liability and Contractor Indemnification—Tort Claims.
- (a) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third-Party Tort Claim”) against a party to this Contract (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third-Party Tort Claim. Either party is entitled to participate in the defense of a Third-Party Tort Claim, and to defend a Third-Party Tort Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party’s liability to the other in regards to the Third-Party Tort Claim.
- If the parties are jointly liable (or would be if joined in the Third-Party Tort Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.
- (b) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Contractor Tort Claims”). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful

acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Contractor Tort Claims. This Section shall survive termination of this Contract.

(2) Indemnity; Release—Claims Other Than Torts.

- (a) Except for Third-Party Tort Claims and Contractor Tort Claims as provided in Section 8(P)(1) above, to the extent authorized by law, Recipient shall defend, indemnify, save and hold harmless and release the State, OBDD, and their officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including but not limited to costs, expenses, and reasonable attorneys' fees incurred (collectively, "Non-Tort Claims"), related to any actual or alleged act or omission by Recipient, or its officers, employees, contractors, or agents in connection with this Contract, or the Project, PWR or Davis-Bacon Act requirements, including without limitation, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by BOLI, the U.S. Department of Labor, the Internal Revenue Service, Treasury and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction arising from the Project or the actions or omissions of Recipient, or its officers, employees, contractors, or agents.
- (b) Notwithstanding the foregoing, neither Recipient nor any attorney engaged by Recipient may defend any Non-Tort Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Recipient settle any Non-Tort Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Recipient will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a waiver by the State of Oregon, OBDD, of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon. If attorney fees are awarded to Recipient, such attorney fees shall not exceed the rate charged to OBDD by its attorneys.

- Q. Further Assurances. Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.

SECTION 9 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Recipient fails to make any Loan payment when due.
- B. Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.

- C. Any false or misleading representation is made by or on behalf of Recipient in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project.
- D. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
- (2) Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
- (3) Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
- (4) Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
- (5) Recipient takes any action for the purpose of effecting any of the above.
- E. Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
 - (1) Terminating OBDD's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
 - (2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
 - (3) Barring Recipient from receiving future awards.
 - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449.
 - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
 - (6) Terminating the Contract.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, to pay interest

due on the Loan; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.

- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
 - (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:
- (1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) The liability of OBDD under this Contract is contingent upon the availability of moneys in the Special Public Works Fund for use in the project, and in no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

- D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Deputy Director
Oregon Business Development Department
775 Summer Street NE Suite 310
Salem, OR 97301-1280

If to Recipient: City Administrator
City of Harrisburg
120 Smith Street
PO Box 378
Harrisburg, OR 97446

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys. Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

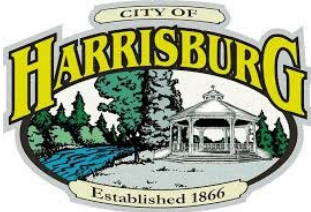
- J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

SIGNATURES TO FOLLOW BELOW

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Business Development Department



CITY OF HARRISBURG

By: _____
Chris Cummings, Deputy Director

By: _____
The Honorable, Robert Duncan, Mayor

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ David Berryman as per email dated 1 July 2025
David Berryman, Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.410 through 285B.482, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 13 June 2025.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD’s financing of the Project.

“Financing Proceeds” means the proceeds of the Loan.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

“Refunding Proceeds” means the proceeds of any subsequent short- or long-term financing, whether resulting from the sale of tax-exempt bonds or otherwise, issued to refund the Loan or to finance the Project.

“System” means Recipient’s drinking water system, which includes the Project or components of the Project, as it may be modified or expanded from time to time.

EXHIBIT B – LOAN SECURITY

- A. Full Faith and Credit Pledge. Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. All amounts due under this Contract are payable from all legally available funds of Recipient.
- B. Refunding Proceeds. The outstanding principal of and accrued, but unpaid, interest on the Loan shall be payable from any Refunding Proceeds. Recipient hereby grants to OBDD a security interest in and irrevocably pledges the Refunding Proceeds to pay all of the obligations owed by Recipient to OBDD under this Contract. The Refunding Proceeds pledged and hereafter received by Recipient will be immediately subject to the lien of this pledge without physical delivery or further act, and the lien of this pledge will be superior to all other claims and liens to the fullest extent permitted by ORS 287A.310. Recipient represents and warrants that this pledge of Refunding Proceeds complies with, and is valid and binding from the effective date of this Contract as described in, ORS 287A.310.
- B. Pledge of Net Revenues of the System
- (1) All payment obligations under this Contract and the other Financing Documents are payable from the revenues of Recipient's System after payment of operation and maintenance costs of the System ("Net Revenues"). Recipient irrevocably pledges and grants to OBDD a security interest in the Net Revenues to pay all of its obligations under this Contract and the other Financing Documents. The Net Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery, filing or any other act, and the lien of this pledge is superior to and has priority over all other claims and liens, except as provided in subsections 2 and 3 of this section B, to the fullest extent permitted by ORS 287A.310. Recipient represents and warrants that this pledge of Net Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310. The lien of the pledge made under this subsection 1 is hereinafter referred to as the "OBDD Lien".
 - (2) Recipient shall not incur, without the prior written consent of OBDD, any obligation payable from or secured by a lien on and pledge of the Net Revenues that is on parity or superior to the OBDD Lien.
 - (3) Notwithstanding the requirements of subsection 2 of this section B, loans previously made and loans made in the future by OBDD to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with the OBDD Lien; provided that nothing in this paragraph will adversely affect the priority of any of OBDD's liens on such Net Revenues in relation to the lien(s) of any third party(ies).

EXHIBIT C - PROJECT DESCRIPTION

Recipient will, with the assistance of a professional engineer licensed in Oregon, design and construct the following water system improvements:

- A. north and south water tanks;
- B. north and south water treatment buildings, including all elements required for full functionality of the filtration systems housed therein, such as electrical work; infrastructure piping; plumbing; and mechanical system installation.

EXHIBIT D - PROJECT BUDGET

Line Item Activity	OBDD Funds	Estimated Other / Matching Funds
Design/Engineering	\$0	\$1,496,130
Construction	\$3,500,000	\$2,210,000
Construction Contingency	\$0	\$500,000
Legal Fees	\$0	\$300,000
Permitting and Regulatory Fees	\$0	\$200,000
Total	\$3,500,000	\$4,706,130

Agenda Bill

Harrisburg City Council

Harrisburg, Oregon

THE MATTER OF BUDGET FORECAST DISCUSSIONS

STAFF REPORT:

Exhibit A: LCSO Contract for FY 2025-2028

ACTION: DISCUSSION ONLY

THIS AGENDA BILL IS DESTINED FOR: Agenda – December 9, 2025

BUDGET IMPACT		
COST	BUDGETED?	SOURCE OF FUNDS
N/A	Yes/No	N/A

STAFF RECOMMENDATION:

Staff recommends that the City Council ask questions if needed

BACKGROUND INFORMATION:

As the City Council approved the LCSO Contract for the next three years back in August of this year, Staff noted that any changes to the contract would need to be made by December of each year. City Staff would need to forecast and determine the General Fund Budget by the December Council meeting.

As such, Staff (City Administrator & Finance Director) reviewed the General Fund, and forecast the changes we anticipated for the next fiscal year. This process includes forecasting employee wages, benefits, franchise & court revenues, professional services & fees, insurance, utilities, government services, and more. We are happy to say that for now, we do anticipate being able to maintain the amount of hours agreed upon in the LCSO Contract. Unless something comes up, that will provide us with the 3300 hours we currently have on an annual basis, at 275 hours a month. The contract this year costs the City \$305,646. In 2026-2027, that increases to \$320,925.

Because we continue to see a lot of unrest in the nation, and on a regional basis, Staff felt it important to try to maintain the current hours that we have. The Coburg contract is reviewed in March or April, and can be adjusted as needed, based on their cost of living wage increases, and other changes the City might be working through. That time frame is more flexible for us to work with.

Sergeant Frambes has been doing a great job over the last few months, despite being somewhat short staffed. They've been able to add some focus patrols, and intensified the parking citations in town lately. There will be 4 deputies working during the Christmas Light Parade, and 2 Coburg Police employees to help cover the truck route, and other areas of concern.

REVIEW AND APPROVAL:



Michele Eldridge 12.02.25
City Administrator

INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF HARRISBURG AND LINN COUNTY SHERIFF'S OFFICE

PARTIES TO THE AGREEMENT

This agreement is made and entered into this 1st day of July, 2025, by and between the City of Harrisburg, a municipal corporation of the State of Oregon, hereinafter called CITY, and Linn County, Oregon, a political subdivision, of the State of Oregon, and the Sheriff of Linn County, hereinafter called COUNTY.

PURPOSE

The CITY is desirous of contracting with COUNTY for the performance of the hereinafter described law enforcement functions within its boundaries by the COUNTY, through the Sheriff thereof. The COUNTY is agreeable, with approval of the Sheriff, to rendering such services on the terms and conditions hereinafter set forth herein. This agreement is authorized and provided for by the provisions of ORS 190.010 and ORS 206.345.

IN CONSIDERATION OF THE MUTUAL CONVENANTS CONTAINED HEREIN, THE PARTIES AGREE TO THE FOLLOWING TERMS, PROVISIONS AND CONDITIONS:

1. **Payment by CITY.** CITY shall pay COUNTY in cash equivalent the annual sum set forth below (other cities listed for information only):

CITY	HRS	CONTRACT AMOUNT		
		2025-2026	2026-2027	2027-2028
Brownsville	2400	\$222,288	\$233,400	\$245,064
Halsey	864	\$80,023	\$84,024	\$88,223
Harrisburg	3300	\$305,646	\$320,925	\$336,963
Millersburg	1836	\$170,050	\$178,551	\$187,473
Scio	864	\$80,023	\$84,024	\$88,223

Said amounts shall be paid in quarterly installments during the course of each fiscal year, July 1st through June 30th.

2. **Service to be Performed by COUNTY.** COUNTY shall perform the services described on EXHIBIT A, which by this reference is incorporated into this agreement herein.
3. **Term.** The term of this agreement shall run concurrent to the term of the COUNTY Collective Bargaining Agreement and shall be from July 1, 2025 through and including June 30, 2028. However, the service of the COUNTY shall continue to be performed and the authority granted to the COUNTY to enforce the ordinances of

the CITY shall continue until thirty days after notice is given by either party that such services or authority is discontinued. By December 31st of each year, the CITY and COUNTY shall review the terms of the agreement and determine if any amendments are desired. In order for any modification to be effective, any amendment, modification or otherwise shall be in writing and approved by all parties.

4. **Indemnification.** To the fullest extent permitted by law, and in accordance with the Oregon Constitution and the Oregon Tort Claims Act, each party to this Agreement shall indemnify, defend, save, and hold harmless the other party and its officers, employees and agents from and against all claims, actions, liabilities, damages, losses, or expenses, arising from:

- I. Injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of the party, its officers, employees or agents; or
- II. Failure or refusal of one party to perform or fulfill its responsibilities under this Contract or any law, through no fault of the other party. The obligations or rights under this section may not be delegated or assigned without the express consent of the other party.

The terms of this provision are neither intended to nor shall they create a right for any third party. The obligations contained in this section shall survive the termination of this Agreement.

5. **COUNTY** shall be exclusively responsible for all its employees, for providing their wages, benefits, insurance, taxes and all the like whether required by federal, state or local law or any Collective Bargaining Agreement, including but not limited to workers compensation and contributions to Public Employees Retirement System (PERS).
6. **Entire Agreement.** This Agreement signed by all parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agent and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.
7. **Venue.** Resolution of any disputes arising out of the performance of this contract shall be maintained in the Circuit Court of Linn County.

IN WITNESS WHEREOF, the CITY by resolution duly adopted by its respective City Council cause this agreement to be signed by its Mayor and attested by the City Recorder, and the COUNTY by order of its County Commission and attested by the Clerk and the said COUNTY, and subscribed by the Sheriff of Linn County, all on the day and year first above written.

CITY OF Harrisburg

LINN COUNTY, a political
subdivision of the State of
Oregon

By: [Signature] 9/15/25
Mayor Date

By: [Signature] 10-10-2025
Chair Date

ATTEST:

[Signature]
City Recorder

[Signature] 10-10-2025
Commissioner Date

[Signature] 10-10-2025
Commissioner Date

APPROVED AS TO FORM:

[Signature]
Linn County Attorney

[Signature] 10-10-2025
Sheriff Date

EXHIBIT A

1. The COUNTY agrees to provide law enforcement services within the corporate limits of the CITY, to the extent and in the manner hereinafter set forth. The law enforcement services shall encompass duties and functions of the type within the jurisdiction of and customarily rendered by the COUNTY, pursuant to the statutes of the State of Oregon, and those duties associated with the enforcement and compliance with the Ordinances duly authorized and enacted by the CITY. Such services shall include the enforcement of State statutes and municipal Ordinances of the CITY.
2. CITY grants to COUNTY full municipal police authority.
3. The rendition of such service, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of the personnel so employed, shall remain with the COUNTY.
4. For the purpose of performing all functions of this agreement, COUNTY shall furnish and supply all necessary labor, supervision, equipment, radio communication facilities and supplies necessary to render said services.
5. COUNTY shall set the rate for services, per the table below:

Hourly Rate		
2025-2026	2026-2027	2027-2028
\$92.62 / hour	\$97.25 / hour	\$102.11 / hour

6. COUNTY shall provide a minimum amount of hours per month to be dedicated in the CITY as listed below:

CITY	MONTHLY CONTRACTED HOURS		
	2025-2026	2026-2027	2027-2028
Harrisburg	275	275	275

- a. The Contracted Cities acknowledge that law enforcement agencies throughout the state are struggling to maintain certain staffing levels, and that COUNTY could experience problems with meeting minimum contractual hours; and,
- b. That this provision shall not apply to any shortfall in hours based upon catastrophic acts of nature, riot, war, or any other major event that is reasonably beyond the COUNTY's ability to anticipate or control.
- c. COUNTY acknowledges and agrees that any shortfall to minimum monthly contracted hours that are dedicated to each CITY shall be

made up within the next two consecutive months following. If COUNTY is unable to provide the minimum monthly contracted hours for three months in a row, then the CITY shall have the right to pay the COUNTY based on the actual hours worked according to the rate for services shown in Exhibit A.

7. Annual contract increases to the CITY shall be directly related to the COUNTY Collective Bargaining Agreement and related to the percentage of increase in the total cost of COUNTY personnel, to include COLA's, fringe benefits, payroll costs and other COUNTY related expenses. CITY agrees to the hourly rate increases in paragraph five (5) of Exhibit A, based on the minimum hours provided by COUNTY in paragraph six (6) of Exhibit A for each fiscal year.
8. CITY shall have the ability to request and receive targeted services and enhanced patrol, e.g. traffic, and municipal code enforcement.
9. COUNTY acknowledges and agrees that all municipal and criminal offenses within the CITY'S corporate limits, whether initiated by citation, complaint, affidavit, warrant, order, or other instrument shall be prosecuted in the Linn County Circuit Court, Justice Court, or applicable CITY court, as directed by the CITY. Offenses include but are not limited to, CITY Municipal Code Offenses, Violations, and Crimes, and all applicable provisions of the Oregon Criminal Code.
10. COUNTY acknowledges and agrees that all traffic offenses within the CITY'S corporate limits, whether initiated by citation, complaints, affidavit, warrant, order, or other instrument, with the exception of felonies, shall be prosecuted in the Linn County Circuit Court, Justice Court, or applicable CITY court, as directed by the CITY. Offenses include, but are not limited to, all applicable provisions of the Oregon Motor Vehicle Code.
11. The COUNTY agrees to assign deputies to work the following CITY events during the organized festivities as requested by the CITY:

CITY	SPECIAL EVENT	# DEPUTIES	# TOTAL HOURS
Harrisburg	Old Fashioned 4 th of July	4	36
Harrisburg	Christmas Light Parade	2	4

The COUNTY and CITY agree the cost of the special events is incorporated into the Annual Contract Cost in paragraph 1 of this agreement.

12. The COUNTY agrees to provide a monthly report of all law enforcement activities within the corporate limits of the CITY. The monthly report shall demonstrate compliance with paragraphs 6-9. COUNTY will make a reasonable attempt to assign a liaison with the rank of Sergeant or higher to attend designated individual CITY Council meetings.

13. COUNTY and CITY, including all contracted cities, shall implement a quarterly joint meeting with the Sheriff or Undersheriff to ensure relationships are adequate to jointly achieve the goals of each party. Meetings will be attended by CITY designee including but not limited to the Mayor, Councilor or high-ranking CITY official such as a City Administrator/Manager/Recorder. All joint meetings shall be held at the COUNTY. The location of such meeting will be determined by the COUNTY, with a time and date agreed upon by the contracted cities.
14. CITY, where applicable, will provide the COUNTY with a substation as an in-kind contribution.

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

THE MATTER OF REVIEWING THE STRATEGIC PLAN

STAFF REPORT:

Exhibit A: The Strategic Plan is available on the City website.

ACTION: **FYI**

THIS AGENDA BILL IS DESTINED FOR: Agenda – December 9, 2025

BUDGET IMPACT		
COST	BUDGETED?	SOURCE OF FUNDS
N/A	Yes/No	N/A

STAFF RECOMMENDATION:

Staff recommends Council start reviewing the Strategic Plan

BACKGROUND INFORMATION:

It's time to start considering what kind of goals the City Council would like to add to the Strategic Plan. We will likely start this process at the 2nd meeting in January. Please use the New Year to start thinking about what projects the City should be working on over the next five years. We will be working on the 2026-2031 Strategic Plan. The 2025-2030 plan is located at www.ci.harrisburg.or.us/administration/page/citys-strategic-plan.

REVIEW AND APPROVAL:



Michele Eldridge 12.02.25
City Administrator

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

7.

THE MATTER OF APPROVING THE CONSENT LIST

STAFF REPORT:

Exhibit A: City Council Minutes for November 12, 2025

Exhibit B: Payment Approval Report for November 2025

Exhibit C: Municipal Court Collections Report for November 2025

Exhibit D: Municipal Court Citation Report for November 2025

Exhibit E: Code Enforcement Report for November 2025

ACTION: MOTION TO APPROVE THE CONSENT LIST

A motion to approve the consent list will approve the following:

- 1. City Council Minutes for November 12, 2025**
- 2. The Payment Approval Report for November 2025**

THIS AGENDA BILL IS DESTINED FOR: Consent Agenda –December 9, 2025

STAFF RECOMMENDATION:

Staff recommends the City Council approve the consent list.

Building Permits:

November 2025: Submitted: 8

Issued: 9

New Homes: Issued: 0

Residential Valuation: \$.00

Commercial Valuation: \$70,000.00

2025 YTD Valuation: \$5,064,133.96

Please note valuation is not added to the City's property tax base until the fall period following when the permit is finalized. As such, the typical timeframe for most construction to show up on our tax base is the following year in November. The valuation figure includes new home values, the value of commercial or industrial construction, and the value of extensive remodels.

Business Licenses Issued:

- Harrisburg Happy Hearts Childcare is a Home Occupational Business located at 1063 Applegate Pl. Owner is Leslie Calderon.

Harrisburg Municipal Court:

- The Collection Report (**EXHIBIT C**) for the month of November 2025 is \$7,849.21 which includes \$527.71 from collections.
- The Citation Report (**EXHIBIT D**) shows there were 36 citations issued in the month of November 2025 for a total of 47 offenses. There were two defendants charged with Theft III one charged with Criminal Trespass II and five charged with Failure to Appear on a Criminal

Citations. LCSO also issued seven parking violations for Prohibited Parking HMC 10.05.150. Currently this is a \$50 fine. Effective December 13, 2025 this violation is subject to penalties outlined in HMC 1.05.10 including being charged as a misdemeanor with a maximum fine of \$2,500 imposed.

Monthly Code Enforcement: Exhibit E shows the monthly code enforcement action taken during the month of November 2025.

Committee Minutes: *Please note all committee/board minutes are approved by the individual committee, and not by the City Council consent agenda approval.*

Harrisburg and HRA Budget Committee: Chairperson Dana Henry
The Harrisburg and HRA Budget Committee last met on May 12, 2025. Those minutes are not yet available.
Next Scheduled Meeting: TBD

Library Board: Chairperson Alexandria Bennett
The Library Board last met on November 4, 2025. Those minutes are not yet available.
Next Scheduled Meeting: January 6, 2026

Personnel Committee: Chairperson Kimberly Downey
The Personnel Committee last met on March 13, 2025. Those minutes are not yet available.
Next Scheduled Meeting: TBD

Planning Commission: Chairperson Todd Culver
The Planning Commission meetings scheduled for October and November were cancelled.
Next Scheduled Meeting: December 16, 2025

REVIEW AND APPROVAL:

<i>Lori Ross</i>	12/02/2025
Lori Ross	Date
City Recorder	

This document is supplemented by agenda packet materials, meeting materials distributed and audio recordings of the meeting and may be reviewed upon request to the City Recorder.



Harrisburg City Council Minutes November 12, 2025

Mayor: Robert Duncan, Presiding
 Council President: Mike Caughey, Present
 Councilors Present: Kimberly Downey, Randy Klemm, Charlotte Thomas, and Dana Henry
 Councilors Absent: Cindy Knox (Excused)
 Staff Present: City Administrator Michele Eldridge, Finance Director/Deputy City Recorder Cathy Nelson and City Recorder/Municipal Court Administrator Lori Ross
 Meeting Location: Harrisburg Municipal Center Located at 354 Smith St

The Pledge of Allegiance was led by Mayor Robert Duncan.

CALL TO ORDER AND ROLL CALL by Mayor Robert Duncan at the hour of 6:32pm.

CONCERNED CITIZEN(S) IN THE AUDIENCE: Angelita Sanchez of Sweet Home, informed Council she will be running for State Representative for District II, unopposed. She added that she is a City Council member for Sweet Home and currently works for State Representative Cedric Hayden.

THE MATTER OF APPROVING ORDINANCE NO. 1013, "AN ORDINANCE AMENDING HARRISBURG MUNICIPAL CODE 10.05": Eldridge informed Council that this amendment removes a contradicting portion of the code in relation to penalties for HMC 10.05. HMC 10.05.155 has been eliminated and HMC 10.05.030 amended to clarify the penalties for each type of violation. No comments or concerns.

- Thomas **motioned to approve Ordinance No. 1013, "AN ORDINANCE AMENDING HARRISBURG MUNICIPAL CODE 10.05"** and was **seconded** by Downey. **The motion passed unanimously by a vote of 5-0.** (Yes: Thomas, Downey, Caughey, Klemm, and Henry. No: None.)

November 12, 2025

THE MATTER OF APPROVING RESOLUTION NO. 1312 TO INCREASE RATES FOR SOLID

WASTE SERVICES PROVIDED BY REPUBLIC SERVICES: Eldridge informed Council this is the formal adoption of the rate increase for Republic Services which was discussed at the last meeting. Thomas thanked Council President Caughey again for advocating for residents in 2023 which allowed only a 7.5% rate increase at that time, instead of 9%.

- Henry **motioned to approve Resolution No. 1312, “A RESOLUTION APPROVING A 2.4% RATE INCREASE FOR SOLID WASTE MANAGEMENT SERVICES PROVIDED BY REPUBLIC SERVICES” and was seconded by** Caughey. **The motion passed unanimously by a vote of 5-0.** (Yes: Henry, Caughey, Downey, Klemm and Thomas. No: None.)

THE MATTER OF MIDDLE HOUSING STATUTES THAT APPLY TO THE CITY OF

HARRISBURG: Eldridge informed Council that due to Harrisburg being considered a medium size city, by the Housing Accountability and Production Offices (HAPO) when it comes to housing, we would need to amend our code when it comes to duplexes. Report highlights include:

- The minimum lot square footage will go from 9,000 ft² to 6,000 ft² in an R-1 Zone.
- A single family detached town home won't be allowed to have a density waiver that a duplex has.
- There are new sections of the code needing reviewed in the near future. Revisions will go to the Planning Commission first then to Council for final approval.
- Eldridge informed Council that Hayden Homes will not be utilizing the duplex code but will be requesting a zone change for nine homes from R-1 to R-2.
- Thomas dislikes this as it doesn't account for parking. Thomas asked if we need to change the code. Eldridge replied that we aren't required to as the State Statues would apply in this situation.
- Natalie Jennings with OWRSP (Oregon Water Rights Solution Planning) recommended contacting our City Engineer to look for possible ways of getting out of this requirement.
- Downey and Henry agree with Thomas about not changing the code.
- Klemm wants the Planning Commission to take into consideration, Council's concerns with this ORS.
- Gordon Moritz, of Sommerville Lp, asked if the existing sewer line will accommodate Hayden Homes. Eldridge replied yes and added that the builder has not submitted the final plat yet. Once submitted, notifications will go out to residents in the area.
- *The consensus of Council is to not change the code in relation to duplexes.*

THE MATTER OF APPROVING THE 1ST QUARTER 2025/2026 EXPENSE REPORT: Nelson pointed out a misrepresentation in her report on page 24, noting that she was referring to Franchise Fees and not Intergovernmental Revenue being lower than 25%. She added this is due to most funds being received in February. Nelson further commented that property taxes are at 1% due to revenue typically being received in November. No comments or concerns.

- Thomas **motioned to approve the 1st Quarter 2025/2026 Expense Report and was seconded by** Caughey. **The motion passed unanimously by a vote of 5-0.** (Yes: Thomas, Caughey, Downey, Klemm and Henry. No: None.)

THE MATTER OF APPROVING THE CONSENT LIST: No comments or concerns.

- Caughey **motioned to approve the consent list and was seconded by** Downey. **The motion passed unanimously by a vote of 5-0.** (Yes: Caughey, Downey,

November 12, 2025

Klemm, Thomas and Henry. No: None.) A motion to approve the consent list approved the following:

- **City Council Minutes for August 26, 2025 & October 14, 2025**
- **The Payment Approval Report for October 2025**

CITY ADMINISTRATOR VERBAL REPORT:

- The Christmas Parade is on December 6th. Santa will once again be at the Pavilion where cookies, candy and hot drinks will be available. Eldridge stated the chamber is still looking for volunteers and pointed out there might be an afternoon build a bear event as well.
- Eldridge reminded Council of Black Friday and the importance of shopping local adding the she and the REAL intern will be visiting local business tomorrow to verify hours and to provide shopping bags and Shop Small Saturday signs to display.
- Dan Mills has contacted Eldridge about starting a Food Truck Pod on 3rd and Schooling, which will be coming to the Planning Commission in the future. Mills has shown interest in the CED (Community Economic & Development) Grant which is available for commercial properties not located in the HRA District.
- SMAC (Small Municipalities Advocacy Coalition) will be hiring an Administrator in the future. Eldridge added that SMAC will also be hiring a new Lobbyist.
- Life Bible's Engineer is currently working on a permit for a temporary solution to the river erosion. The City Engineer will also be reviewing. If the City wants to do something similar, we will need to be asking the County to declare the erosion an emergency to make it an easier process.
- Eldridge informed Council the sweeper is currently broken and in the repair shop. Staff is looking into having this be a contracted service in the future.
- Eldridge reminded Council to start using the City provided cell phones to contact staff for official City business.
- BNSF will be coming to Council in December or January once our Engineer has received and reviewed information from BNSF including a Project Development and Construction Guideline. Eldridge added the letter going out residents on 4th St is almost finished and will also be presented to Council for review prior to being mailed.
- Eldridge wanted to thank all Veterans in attendance including Chairperson Caughey and Councilor Klemm.

OTHER ITEMS:

- Nelson informed Council the short term interest rate dropped from 4.6% to 4.5%. She noted that she budgeted for 4.4%
- Nelson reminded Council of the Library Holiday Bazaar taking place November 14th and 15th which includes 22 vendors.

With no further business, the City Council Meeting adjourned at the hour 7:17pm.

Mayor

City Recorder

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
1206						
1206	Analytical Lab & Consultants	178465	Water Testing	10/24/2025	272.00	51-65-4200
1206	Analytical Lab & Consultants	178466	Water Testing	10/24/2025	652.00	52-65-4200
1206	Analytical Lab & Consultants	178467	Water Testing	10/24/2025	326.00	52-65-4200
1206	Analytical Lab & Consultants	178661	Water Testing	10/30/2025	326.00	52-65-4200
1206	Analytical Lab & Consultants	178790	Water Testing	10/31/2025	326.00	52-65-4200
Total 1206:					1,902.00	
1212						
1212	Bob Dickman Tire Center	74000818559	Repair Service	10/28/2025	545.96	11-45-3000
Total 1212:					545.96	
3693						
3693	Branch Engineering Inc	23830	Engineering Services	10/30/2025	911.10	11-42-2100
3693	Branch Engineering Inc	23831	Engineering Services	10/30/2025	145.00	10-41-4000
3693	Branch Engineering Inc	23832	Engineering Services	10/30/2025	22,735.05	51-78-8015
3693	Branch Engineering Inc	23833	Engineering Services	10/30/2025	560.00	61-70-7000
3693	Branch Engineering Inc	23834	Engineering Services	10/30/2025	7,965.00	51-71-2100
3693	Branch Engineering Inc	23835	Engineering Services	10/30/2025	1,168.60	25-70-8000
3693	Branch Engineering Inc	23836	Engineering Services	10/30/2025	1,042.50	11-42-2100
Total 3693:					34,527.25	
3773						
3773	CenturyLink	OCT 2025	Phone Bill	10/28/2025	17.10	10-69-3500
3773	CenturyLink	OCT 2025	Phone Bill	10/28/2025	41.95	52-65-3500
3773	CenturyLink	OCT 2025	Phone Bill	10/28/2025	45.60	52-65-3500
3773	CenturyLink	OCT 2025	Phone Bill	10/28/2025	41.06	10-69-3500
3773	CenturyLink	OCT 2025	Phone Bill	10/28/2025	45.60	52-65-3500
3773	CenturyLink	OCT 2025	Phone Bill	10/28/2025	41.95	52-65-3500
3773	CenturyLink	OCT 2025	Phone Bill	10/28/2025	45.60	52-65-3500
3773	CenturyLink	OCT 2025	Phone Bill	10/28/2025	40.40	52-65-3500
3773	CenturyLink	OCT 2025	Phone Bill	10/28/2025	41.06	51-65-3500
3773	CenturyLink	OCT 2025	Phone Bill	10/28/2025	44.05	51-65-3500
Total 3773:					404.37	
3797						
3797	Chuck Scholz	11.11.25 PER	Per Diem	11/04/2025	76.00	52-76-2300
3797	Chuck Scholz	11.11.25 PER	Per Diem	11/04/2025	76.00	51-76-2300
Total 3797:					152.00	
3914						
3914	City of Coburg	PDQ1	Law Enforcement Services	09/30/2025	10,058.13	10-66-3050
3914	City of Coburg	PDQ4	Law Enforcement Services	07/01/2025	10,106.25	10-66-3050
Total 3914:					20,164.38	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
2939						
2939	Cobalt Computer Services, Inc.	33119	Computer Service	10/31/2025	290.45	40-65-8015
2939	Cobalt Computer Services, Inc.	33228	Computer Service	10/31/2025	1,147.50	40-65-8015
2939	Cobalt Computer Services, Inc.	33228	Computer Service	10/31/2025	3,645.00	10-60-2710
Total 2939:					5,082.95	
3348						
3348	Code Publishing, Inc.	GCI0018666	Web Hosting	10/31/2025	392.00	10-60-2900
3348	Code Publishing, Inc.	GCI0018742	Codification Update	10/31/2025	122.50	10-60-2900
Total 3348:					514.50	
2720						
2720	Comcast	NOV 2025	Internet Service	11/02/2025	435.22	10-60-2000
2720	Comcast	NOV 2025 LIB	Internet Service	10/23/2025	286.85	24-60-2525
2720	Comcast	NOV 2025 PW	Internet Service	11/01/2025	157.42	51-65-3550
2720	Comcast	NOV 2025 PW	Internet Service	11/01/2025	157.43	52-65-3550
Total 2720:					1,036.92	
3913						
3913	DataBar Inc	272928	Utility Billing Statements	10/29/2025	441.85	52-74-2200
3913	DataBar Inc	272928	Utility Billing Statements	10/29/2025	441.85	51-74-2200
3913	DataBar Inc	272928	Utility Billing Statements	10/29/2025	68.13	23-70-2500
3913	DataBar Inc	273080	Utility Billing Statements	11/07/2025	291.00	23-70-2500
Total 3913:					1,242.83	
3966						
3966	DCBS Fiscal Services	OCTOBER 202	State Surcharge - Building/Electric	10/31/2025	102.24	27-70-1050
3966	DCBS Fiscal Services	OCTOBER 202	State Surcharge - Building/Electric	10/31/2025	342.29	26-70-1050
Total 3966:					444.53	
3896						
3896	Delapoer Kidd PC	2162	Attorney Fees	11/01/2025	1,680.00	10-42-2500
3896	Delapoer Kidd PC	2162	Attorney Fees	11/01/2025	892.50	10-42-2700
Total 3896:					2,572.50	
1000						
1000	DEQ	WQDOM26008	DEQ Sewer Bond Pmt	10/01/2025	3,029.52	52-65-5000
Total 1000:					3,029.52	
1946						
1946	Ferguson Waterworks	1316276-1	P/W Misc. Expense	10/03/2025	362.70	51-78-7400
1946	Ferguson Waterworks	1316276-1	P/W Misc. Expense	10/03/2025	362.70	52-78-7400
Total 1946:					725.40	
1218						
1218	Grainger	9691756754	Misc. P/W Supplies	10/29/2025	28.43	52-65-4600
1218	Grainger	9691756762	Misc. P/W Supplies	10/29/2025	29.53	52-65-4600

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Total 1218:					57.96	
4071						
4071	HP Civil, Inc.	20-009C REQ	Water Treatment Project	11/07/2025	584,320.98	51-78-8015
Total 4071:					584,320.98	
1220						
1220	Hurd's Custom Machinery, Inc.	46658	Public Works Supplies	10/01/2025	147.29	10-72-4000
1220	Hurd's Custom Machinery, Inc.	46782	Public Works Supplies	10/14/2025	174.85	10-72-4000
Total 1220:					322.14	
2543						
2543	Industrial Source	2493035	Misc. P/W Supplies	10/31/2025	12.75	51-65-4600
2543	Industrial Source	2493035	Misc. P/W Supplies	10/31/2025	12.74	52-65-4600
Total 2543:					25.49	
3964						
3964	Jamie Knox	10.29.25 MILE	Milage	10/29/2025	224.00	10-63-2200
Total 3964:					224.00	
1221						
1221	Jerry's Home Improvement	10933	Misc Public Works Supplies	11/04/2025	162.82	52-65-2400
Total 1221:					162.82	
3432						
3432	John Deere Financial	6410129	Misc P/W Exp	10/08/2025	393.99	25-65-2000
3432	John Deere Financial	6466459	Misc P/W Exp	10/14/2025	57.67	25-65-2000
Total 3432:					451.66	
4090						
4090	Joshua T. Henderson	OCTOBER 202	Court Restitution Payout	10/31/2025	50.00	10-42-2200
Total 4090:					50.00	
3968						
3968	Junction City	OCTOBER 202	Building/Electrical Permit Fees	10/31/2025	2,541.08	26-70-1000
3968	Junction City	OCTOBER 202	Building/Electrical Permit Fees	10/31/2025	468.95	27-70-1000
Total 3968:					3,010.03	
1479						
1479	Junction City Farm & Garden	40185	Misc Public Works Supplies	10/31/2025	138.25	52-65-3300
1479	Junction City Farm & Garden	40185	Misc Public Works Supplies	10/31/2025	138.25	51-65-3300
Total 1479:					276.50	
3990						
3990	Junction City Point S	1028482	Repairs	10/17/2025	458.22	11-45-2100
3990	Junction City Point S	1028482	Repairs	10/17/2025	534.59	51-73-2100
3990	Junction City Point S	1028482	Repairs	10/17/2025	534.59	52-73-2100

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Total 3990:					1,527.40	
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	14.00	10-63-2300
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	14.00	10-63-2400
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	3.56	10-60-2400
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	6.00	10-53-2000
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	9.70	10-60-2400
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	50.00	10-53-2200
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	63.96	10-72-4000
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	50.86	10-53-2200
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	59.98	10-72-4000
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	23.99	51-65-4600
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	23.99	52-65-4600
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	97.49	51-65-2400
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	97.49	52-65-2400
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	95.94	10-72-6700
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	71.96	11-43-2000
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	760.30	11-43-2100
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	760.31	51-65-3300
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	760.30	52-65-3300
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	79.26	10-72-4000
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	365.62	11-43-2000
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	760.69	10-63-2200
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	150.00	10-53-2000
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	163.32	41-78-8170
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	337.46	51-65-3300
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	337.45	52-65-3300
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	7.99	11-44-6000
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	31.98	24-60-3050
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	399.96	10-63-2200
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	55.00	10-53-2000
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	15.99	10-60-2300
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	30.99	10-60-2300
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	170.04	10-53-2200
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	65.19	24-60-3050
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	87.86	24-60-3050
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	57.56	24-60-3050
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	200.00	51-76-2000
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	200.00	52-76-2000
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	39.49	24-60-2000
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	38.97	10-60-2710
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	19.77	10-53-2200
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	60.00	24-60-3050
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	32.41	10-60-2300
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	20.58	24-60-3050
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	43.11	24-60-2000
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	137.81	24-60-2000
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	20.47	24-60-3050
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	38.99	24-60-2800
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	16.65	24-60-3050
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	14.47	24-60-3050
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	11.37	24-60-2800
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	35.00	24-60-2000
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	7.26	24-60-2000
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	145.92	24-60-3050

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	8.45	24-60-2800
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	274.62	24-60-3050
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	19.99	24-60-3050
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	539.04	10-63-2200
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	28.80	24-60-2000
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	83.94	24-60-3050
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	27.25	51-55-1901
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	27.25	52-55-1901
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	5.99	24-60-2800
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	50.00	10-53-2200
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	719.97	10-63-2200
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	75.00	23-70-2500
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	78.00	10-60-2400
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	27.98	24-60-3050
4048	KeyBank Key Card	OCT 2025	Misc Credit Card Charges	10/31/2025	56.43	24-60-3050
Total 4048:					8,909.55	
4089						
4089	Koon General Contracting, LLC	6582	Gravel & Grade	10/31/2025	1,790.00	10-72-6700
4089	Koon General Contracting, LLC	6582	Gravel & Grade	10/31/2025	3,625.90	61-70-7000
4089	Koon General Contracting, LLC	6583	Gravel & Grade	10/31/2025	1,404.00	52-65-4000
4089	Koon General Contracting, LLC	6583	Gravel & Grade	10/31/2025	1,404.00	11-44-6000
Total 4089:					8,223.90	
1253						
1253	Linn County Sheriff's Office	001114	Law Enforcement Contract	11/07/2025	76,411.50	10-66-3000
Total 1253:					76,411.50	
3819						
3819	Linn County Treasurer	OCTOBER 202	Court Revenue Payout	10/31/2025	144.50	10-42-2200
3819	Linn County Treasurer	SEPTEMBER 2	Court Revenue Payout	09/30/2025	192.00	10-42-2200
Total 3819:					336.50	
1882						
1882	Mid-State Industrial Service	0221758	Cleaning storm lines	10/15/2025	665.50	10-72-6700
1882	Mid-State Industrial Service	0221758	Cleaning storm lines	10/15/2025	665.50	52-65-4600
Total 1882:					1,331.00	
2644						
2644	Net Assets	54-202510	Lien Searches	11/03/2025	153.00	10-53-2250
Total 2644:					153.00	
4049						
4049	Northwest Electric and Excavation	3278	Electrical	12/03/2024	1,248.35	51-65-2400
Total 4049:					1,248.35	
1102						
1102	NW Natural Gas Co.	NOV 2025	Utilities	11/06/2025	104.89	10-69-2000
1102	NW Natural Gas Co.	NOV 2025 PU	Utilities	11/07/2025	55.57	52-65-2700
1102	NW Natural Gas Co.	NOV 2025 PW	Utilities	11/06/2025	125.91	51-65-2700

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Total 1102:					286.37	
3427						
3427	OHA Cashier	CHUCK CERT	Certification	10/31/2025	210.00	51-76-2000
3427	OHA Cashier	STEVE CERT	Certification	10/31/2025	97.50	51-76-2000
3427	OHA Cashier	STEVE CERT	Certification	10/31/2025	97.50	52-76-2000
Total 3427:					405.00	
1245						
1245	One Call Concepts, Inc.	5100376	Locates	10/31/2025	6.68	51-65-4600
1245	One Call Concepts, Inc.	5100376	Locates	10/31/2025	6.68	52-65-4600
Total 1245:					13.36	
1033						
1033	Oregon Department of Revenue	OCTOBER 202	Court Revenue Payout	10/31/2025	896.40	10-42-2200
1033	Oregon Department of Revenue	SEPT 2025	Court Revenue Payout	09/30/2025	835.00	10-42-2200
Total 1033:					1,731.40	
1862						
1862	Oregon DMV	L0071841233	Record Inquiry	10/31/2025	18.90	10-42-2800
Total 1862:					18.90	
3096						
3096	Pacific Office Automation	794360	Telephone	10/20/2025	131.47	52-65-3500
3096	Pacific Office Automation	794360	Telephone	10/20/2025	131.47	51-65-3500
3096	Pacific Office Automation	794360	Telephone	10/20/2025	35.21	24-60-2500
3096	Pacific Office Automation	794360	Telephone	10/20/2025	131.48	10-69-3500
3096	Pacific Office Automation	806835	Copier Contract	10/23/2025	159.79	10-60-2100
Total 3096:					589.42	
1079						
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	55.66	52-65-2600
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	25.29	10-69-2500
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	8.44	10-69-3000
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	12.88	10-69-3000
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	25.73	10-69-3000
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	104.56	10-69-3000
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	412.33	10-69-3000
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	45.91	11-44-2000
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	6,564.64	51-65-2600
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	849.44	51-65-2600
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	50.66	10-69-3000
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	1,035.15	10-69-3000
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	44.87	10-69-3000
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	141.52	10-69-3000
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	231.06	10-69-3000
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	21.74	10-69-3000
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	24.30	25-65-2500
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	40.74	25-65-2500
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	76.00	10-69-3000
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	59.11	10-69-3000

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	15.03	10-69-3000
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	360.79	10-69-3000
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	1,142.25	52-65-2600
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	40.74	52-65-2600
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	23.21	52-65-2600
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	46.81	52-65-2600
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	49.75	10-72-6700
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	73.03	25-65-2500
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	21.74	10-69-2500
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	29.63	10-69-2500
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	63.28	10-69-2500
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	402.27	10-69-2500
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	47.50	52-65-2600
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	99.03	52-65-2600
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	50.66	10-69-3000
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	120.27	10-69-3000
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	22.43	10-69-3000
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	17.77	10-69-3000
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	89.46	51-65-2600
1079	Pacific Power & Light Company	OCT 2025	UTILITIES	10/20/2025	309.45	10-69-2500
Total 1079:					12,855.13	
1814						
1814	Peterson CAT	5149538	Public Works Supplies	10/31/2025	753.36	11-45-2100
1814	Peterson CAT	5149538	Public Works Supplies	10/31/2025	878.91	51-73-2100
1814	Peterson CAT	5149538	Public Works Supplies	10/31/2025	878.92	52-73-2100
Total 1814:					2,511.19	
3582						
3582	Sierra Springs	217929671108	Bottled Water	11/08/2025	137.09	10-53-2200
Total 3582:					137.09	
2927						
2927	Staples Business Advantage	6047328909	Office Supplies	11/05/2025	89.38	10-60-2300
2927	Staples Business Advantage	6047328909	Office Supplies	11/05/2025	89.36	51-74-2400
2927	Staples Business Advantage	6047328909	Office Supplies	11/05/2025	89.36	52-74-2400
Total 2927:					268.10	
4082						
4082	Timberline Electric Inc	170	Electrician	10/27/2025	375.00	51-65-2500
4082	Timberline Electric Inc	170	Electrician	10/27/2025	2,128.38	10-85-3150
Total 4082:					2,503.38	
4043						
4043	TWGW, Inc. Napa Auto Parts	743327	Repairs	10/03/2025	158.51	11-43-2100
4043	TWGW, Inc. Napa Auto Parts	744092	Repairs	10/14/2025	175.08	10-72-4000
4043	TWGW, Inc. Napa Auto Parts	744118	Repairs	10/14/2025	33.64	10-72-4000
4043	TWGW, Inc. Napa Auto Parts	744944	Repairs	10/24/2025	3.27	11-45-2100
4043	TWGW, Inc. Napa Auto Parts	744944	Repairs	10/24/2025	3.81	51-73-2100
4043	TWGW, Inc. Napa Auto Parts	744944	Repairs	10/24/2025	3.82	52-73-2100

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Amount Paid	GL Account Number
Total 4043:					378.13	
3866						
3866	Umpqua Valley Financial, LLC	10119	Audit Services	10/30/2025	870.00	52-60-2000
3866	Umpqua Valley Financial, LLC	10119	Audit Services	10/30/2025	810.00	51-60-2000
3866	Umpqua Valley Financial, LLC	10119	Audit Services	10/30/2025	390.00	11-42-2000
3866	Umpqua Valley Financial, LLC	10119	Audit Services	10/30/2025	930.00	10-41-2000
Total 3866:					3,000.00	
1287						
1287	US Bank	3028101	Loan Payment	10/09/2025	145,680.84	30-59-8400
1287	US Bank	3028800	Loan Payment	10/09/2025	33,699.38	52-85-8100
1287	US Bank	3031555	Loan Payment	10/10/2025	12,699.91	30-59-8200
Total 1287:					192,080.13	
3663						
3663	Water Refunds	#11844.01	Utility Billing Overpayment	11/04/2025	160.67	01-1075
Total 3663:					160.67	
1239						
1239	WECO	CP-00332094	PW Gas Exp	10/31/2025	913.46	11-45-2000
1239	WECO	CP-00332094	PW Gas Exp	10/31/2025	1,065.70	51-73-2000
1239	WECO	CP-00332094	PW Gas Exp	10/31/2025	1,065.70	52-73-2000
Total 1239:					3,044.86	
Grand Totals:					979,371.02	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Payment Approval Report
Expense Account Key

	Fund Number	G.L. Number Acct
General Fund	10	10-XX- XXXX
Street Fund	11	11-XX- XXXX
CED Fund	23	23-XX- XXXX
Library Fund	24	24-XX- XXXX
Storm Fund	25	25-XX- XXXX
Building Permit Fund	26	26-XX- XXXX
Electrical Permit Fund	27	27-XX- XXXX
Debt Services Fund	30	30-XX- XXXX
Office Equip. Fund	40	40-XX- XXXX
Equipment Fund	41	41-XX- XXXX
Water Fund	51	51-XX- XXXX
Sewer Fund	52	52-XX- XXXX
Sewer Resv Fund	56	56-XX- XXXX

Code	Description	Count	Amount	GL Account
Court Costs				
AF	ATTORNEY FEE	5	149.75	
CF	COLLECTION FEE	2	11.92	
COSTS	COURT COSTS	10	310.58	
DEF-ADJUD	DEF ADJUDICATION	4	371.92	
LPF	LATE PAYMENT FEE	15	57.68	
PA	PAYMENT ARRANGEMENT- FEE	9	60.65	
SCF	SHOW CAUSE FEE	6	80.51	
SUSP	SUSPENSION FEE	3	45.00	
WF	WARRANT FEE	39	253.49	
Total Court Costs:		93	1,341.50	
Fines				
DISM	CHARGE DISMISSED	2	20.55	
DIV	DIVERSION AGREEMENT	1	250.00	
GBD	GUILTY BY DEFAULT	18	2,447.07	
GUILTY	FOUND GUILTY	21	1,896.09	
Total Fines:		42	4,613.71	
Surcharges				
COUNTY	COUNTY ASSESSMENT	9	144.00	
STATE	STATE ASSESSMENT	14	650.00	
Total Surcharges:		23	794.00	
Unapplied				
	Unapplied payments	1	1,100.00	011095
Total Unapplied:		1	1,100.00	
Grand Totals:		159	7,849.21	

Report Criteria:

Case.Violation date = 11/01/2025-11/30/2025

Agency	Case Number	Citation Numbers	Violation Date	Primary Offense	Location
COBURG PD	25-T-0259	200309	11/03/2025	VIOLATING DESIGNATED SPEED 11-20 MPH	S. 6TH ST & SOMMERVILLE LP
LCSO	25-T-0261	232705	11/03/2025	DRIVING WHILE UNINSURED; DWS	340 N. 3RD ST
LCS	25-T-0263	232717	11/05/2025	DWS; DRIVE UNINSURED	299 TERRITORIAL ST & N. 3RD ST
LCSO	25-T-0262	232718	11/05/2025	DWS; DRIVE UNINSURED; FTR VEHICLE; EXP REG	199 KESLING ST & S. 2ND ST
LCS	25-T-0264	232719	11/05/2025	DWS; FTC PROOF INS	384 S. 2ND ST
LCSO	25-T-0265	232730	11/06/2025	DRIVING WHILE UNINSURED	196 N. 4TH ST
LCSO	25-M-0044	232760	11/08/2025	CRIMINAL TRESPASS II	340 N 3RD ST
COBURG PD	25-T-0268	200313	11/11/2025	VIOLATING DESIGNATED SPEED 21-30 MPH	DIAMOND HILL & N. 8TH ST
COBURG PD	25-T-0269	200834	11/12/2025	VIOLATING DESIGNATED SPEED 11-20 MPH	6TH ST & SOMMERVILLE LP
COHB	25-M-0039	25-M-0039	11/12/2025	FAILURE TO APPEAR ON CRIMINAL CITATION	
COHB	25-M-0040	25-M-0040	11/12/2025	FAILURE TO APPEAR ON CRIMINAL CITATION	
COHB	25-M-0041	25-M-0041	11/12/2025	FAILURE TO APPEAR ON CRIMINAL CITATION	
COHB	25-M-0042	25-M-0042	11/12/2025	FAILURE TO APPEAR ON CRIMINAL CITATION	
COHB	25-M-0043	25-M-0043	11/12/2025	FAILURE TO APPEAR ON CRIMINAL CITATION	
LCSO	25-M-0045	232821	11/15/2025	THEFT III	340 N 3RD ST
LCS	25-P-0002	232849	11/19/2025	PROHIBITED PARKING OR STANDING	689 LASALLE ST
LCS	25-P-0003	232850	11/19/2025	PROHIBITED PARKING OR STANDING	689 LASALLE ST
LCS	25-P-0004	232851	11/19/2025	PROHIBITED PARKING OR STANDING	689 LASALLE ST
LCS	25-P-0005	232852	11/19/2025	PROHIBITED PARKING OR STANDING	689 LASALLE ST
LCS	25-P-0006	232853	11/19/2025	PROHIBITED PARKING OR STANDING	226 MONROE ST
LCSO	25-T-0270	232876	11/22/2025	VIOLATING DESIGNATED SPEED 11-20 MPH	799 DIAMOND HILL DR & N 8TH ST
LCS	25-T-0271	232891	11/23/2025	ILLEGAL WINDOW TINTING	231 S. 3RD ST
LCS	25-T-0272	232892	11/23/2025	EXPIRED VEHICLE REGISTRATION	423 S. 3RD ST
LCS	25-T-0274	232893	11/23/2025	EXPIRED VEHICLE REGISTRATION	399 S. 3RD ST & KESLING ST
LCS	25-T-0273	232894	11/23/2025	NO OPERATORS LICENSE; EXP VALID STICK	340 N. 3RD ST
LCS	25-T-0275	232895	11/23/2025	ILLEGAL WINDOW TINTING	574 S. 3RD ST
LCS	25-T-0276	232896	11/23/2025	EXPIRED VEHICLE REGISTRATION	303 N. 3RD ST
LCS	25-T-0277	232901	11/23/2025	FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN	100 N. 7TH ST & SMITH ST
LCS	25-T-0278	232902	11/23/2025	EXP VALID STICK; DWS; DRIVE UNINSURED	306 N. 3RD ST
LCS	25-T-0279	232903	11/23/2025	ILLEGAL WINDOW TINTING; DRIVE UNINSURED	154 S. 3RD ST
LCS	25-P-0007	232915	11/24/2025	PROHIBITED PARKING OR STANDING	226 MONROE ST
LCS	25-T-0280	232934	11/25/2025	NO OPERATORS LICENSE; FTC PROOF INS	199 TERRITORIAL ST/ S 2ND ST
LCS	25-P-0008	232935	11/25/2025	PROHIBITED PARKING OR STANDING	684 LASALLE ST
LCS	25-M-0046	232953	11/26/2025	THEFT III	162 S 2ND ST; THE VOO
COBURG PD	25-T-0282	200336	11/29/2025	FAILURE TO OBEY TRAFFIC CONTROL DEVICE-SIGN	6TH ST/ LASALLE ST
COBURG PD	25-T-0281	200317	11/30/2025	VIOLATING DESIGNATED SPEED 11-20 MPH	DIAMOND HILL RD/ CRIMSON WAY

Grand Totals:

36

Exhibit D

Monthly Code Enforcement Report

November 2025

Area/Location:	Issue:	Action(s) taken:
8 th & Burton	Junk/Nuisance Vegetation	Found guilty in court, fine and required cleanup, Missed 11/12/25 deadline, judge gave until 12/9/25 for compliance
N 6 th Place	Junk/inoperable vehicles	Significant improvement, gave list of requirements, monitoring
9 th & Territorial	Junk	Warning letter sent, non-compliant, 2 nd warning letter sent advising of requirements of compliance
9 th & Greenway	Prohibited Parking	Letter sent, resolved with CPD help
9 th & Moore	Prohibited accessory structure	Letter sent, resolved as of 12/2/25
Lasalle, 6 th to 9 th	New parking restrictions	Two more vehicles tagged and towed
2 nd & Monroe	Prohibited Parking	LCSO tagged and towed
8 th & Territorial	Prohibited Parking	Multiple vehicles tagged and at least four towed, LCSO working with residents to move/store or tow remaining vehicles.

Overall narrative:

Recently finalized a workflow for tagging and towing vehicles in violation of new parking restrictions. LCSO is taking the lead with tagging and towing as they have a system set up with their dispatch to handle conversations about towed vehicles and reporting/recording the activity. This will have them handling questions and anyone trying to report their vehicle as stolen. CPD is also enhancing the “good neighbor” messaging with their patrols for code issues.

Agenda Bill

Harrisburg City Council

Harrisburg, Oregon

THE MATTER OF HOLDING AN EXECUTIVE SESSION UNDER ORS 192.660(2)(H) TO CONSULT WITH COUNSEL CONCERNING THE LEGAL RIGHTS AND DUTIES OF A PUBLIC BODY WITH REGARD TO CURRENT LITIGATION OR LITIGATION LIKELY TO BE FILED

STAFF REPORT:

Exhibit A: None

ACTION: **TBD – ANY MOTIONS MUST BE MADE IN PUBLIC SESSION**

THIS AGENDA BILL IS DESTINED FOR: Agenda – December 9, 2025

BUDGET IMPACT		
COST	BUDGETED?	SOURCE OF FUNDS
N/A	Yes/No	N/A

BACKGROUND INFORMATION:

Our City Attorney, Sean Kidd, will be present at this meeting to review where the City stands on the agreement with BNSF. We’ve also asked the City Engineer to be present this evening to answer questions if he is available.

REVIEW AND APPROVAL:



12.02.25

Michele Eldridge Date

City Administrator

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

THE MATTER OF HOLDING AN EXECUTIVE SESSION UNDER ORS 192.660(2)(H) TO CONSULT WITH COUNSEL CONCERNING THE LEGAL RIGHTS AND DUTIES OF A PUBLIC BODY WITH REGARD TO CURRENT LITIGATION OR LITIGATION LIKELY TO BE FILED

STAFF REPORT:

Exhibit A: None

ACTION: TBD – ANY MOTIONS MUST BE MADE IN PUBLIC SESSION

THIS AGENDA BILL IS DESTINED FOR: Agenda – December 9, 2025

BUDGET IMPACT		
COST	BUDGETED?	SOURCE OF FUNDS
N/A	Yes/No	N/A

BACKGROUND INFORMATION:

Staff will share information in relation to the proposed Safe Harbor application in relation to severe river erosion of the banks of the Willamette River, abutting Life Bible Church. It is anticipated that Staff, the City Attorney, the City Engineer & Public Works Director will all weigh in on this project.

REVIEW AND APPROVAL:



12.02.25
Michele Eldridge Date
City Administrator