



BURNS CITY COUNCIL MEETING

Wednesday, August 12, 2026, at 6:00 p.m.

**Burns City Hall
242 S. Broadway
Burns, Oregon 97720**

Mayor Jen Hoke

Councilor Susan Lowe

Councilor Shane Brockmann

Councilor Chase Patterson

Councilor Andrew Roy

Councilor Tod Gahley

Councilor Bryan Garo

COUNCILORS AND CITIZENS ARE WELCOME AND ENCOURAGED TO JOIN THE REGULAR COUNCIL VIA ZOOM.

Members of the public and media wishing to address the council during any public comment period will be able to join the webinar as an “attendee.” Attendees will be able to view the Webinar on a desktop, laptop or mobile device such as a smartphone or iPad by using the following link: <https://uso2web.zoom.us/j/9020143459> Meeting ID: 902 014 3459

- I. Call to Order
- II. Pledge of Allegiance
- III. Establish Quorum (*Roll Call*)
- IV. Public Comments

Members of the public desiring to address the Mayor and Council shall first be recognized by the Presiding Officer and then state their name and address for the record. Unless otherwise designated by the presiding officer, each person shall have up to three minutes to present their comments. City Councilors normally should not directly respond to a public comment during the public comment period. Councilor comments should be held until the Councilor comment period.

- V. Agenda Approval and Added Agenda Items (*Discussion/Action*)

Any matters added to the agenda at this time will be discussed during the “New Business” portion of this Agenda or such other time selected by the council.

- VI. Consent Agenda (*Discussion/Action*)

Information concerning matters listed on the Consent Agenda has been distributed to each member of the council for reading and studying, is routine, and will be enacted or approved by one motion of the council without separate discussion. If a separate discussion is desired concerning a



particular matter listed in the Consent Agenda, that matter may be removed from the Consent Agenda and placed on the regular agenda at the request of any council member.

Regular City Council Meeting July 22, 2026

Recording for July 22, 2026, City Council meeting:

[https://zoom.us/rec/share/XQnDbvi3oS3ndhJt_dCQ5KdL2TelWwv4WBooyfDoCUOSK_rKoaPUzjB6w2uZoHq.nm/ZYNrVp4KA5Q5s5?startTime=1784768465000](https://zoom.us/join/https://zoom.us/rec/share/XQnDbvi3oS3ndhJt_dCQ5KdL2TelWwv4WBooyfDoCUOSK_rKoaPUzjB6w2uZoHq.nm/ZYNrVp4KA5Q5s5?startTime=1784768465000)

Passcode: pJlXp6c2

VII. New Business (Discussion/Action)

1. Donation Request – Amie Scott – Burns High School Football Banner Sponsor Renewal (\$200.00)
2. Donation Request – Amie Scott – Burns High School Football Fundraiser Dinner and Silent Auction (Water/Sewer Voucher)
3. Donation Request – Kiwanis Flag Donation
4. Property Access – Clint Whitney
5. Agreement between Owner and Contractor for Construction Contract for Construction of Snow Removal Equipment Building – Kirby Nagelhout Construction Company

VIII. Old Business (Discussion/Action)

I X. Resolution/Ordinances (Discussion/Action)

X. City Manager Report (*Discussion/Action*)

XI. Committee Reports (*Discussion*)

1. Cemetery Committee – Councilor Lowe
2. Safety Committee – Councilor Roy
3. Airport Committee –
4. R3 – Councilor Gahley
5. URA – Quarterly Update by Fire Chief Scott Williamson
6. Waterways Committee – Councilor Hoke

XII. Councilor Comments (*Discussion/Action*)

XIII. Adjourn



The Burns City Council meetings are available via Zoom and in accordance with ORS 192.610 to 192.690, these meetings conform to guidelines set forth in public meeting law. In accordance with the Americans with Disabilities Act, this meeting location is accessible to persons with disabilities. This institution is an equal opportunity provider. Discrimination is prohibited by Federal law. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to City Recorder Tiffany Leffler (541) 573-5255 or use the TTY Relay Service at 1-800-735-2900 for appropriate assistance. If a request is made, the city will make a reasonable attempt to honor the request.

Updated Agenda Posted: August 7, 2026, at Burns City Hall, Burns Post Office, Harney County Courthouse, City of Burns Website, and City of Burns Facebook Page.

BURNS CITY COUNCIL

July 22, 2026

The Burns City Council met in regular session on July 22, 2026, at 6:00 p.m. Members present were as follows:

Mayor: Jen Hoke
Councilor President:
Councilors: Susan Lowe
Shane Brockmann
Bryan Garo
Chase Patterson
Andrew Roy
Tod Gahley

Also, in attendance were City Manager Brenda Engebretson, Public Works Director Ty Richardson, Police Chief Robby Tiller, Fire Chief Scott Williamson, and City Clerk Tiffany Leffler.

SUMMARY

The Burns City Council meeting on July 22nd began with the Pledge of Allegiance and roll call. Public comments were made by Denny LeDoux (851 North Birch), who raised concerns about fire hazards, dangerous parking, and property maintenance issues in his neighborhood, and by Kim Rollins (831 Riverside Drive), who discussed procedural matters related to Robert's Rules of Order. The council approved the agenda with added items, including a road closure request for the Harney County Library's block party and a donation request from Burns High School. Department updates were provided, including progress on infrastructure projects like the Veterans Village, Kearney Street, and the Water Improvement Project. The council approved a resolution to declare a 1977 ladder truck as surplus property. Committee reports covered topics such as the busy airport, R3 fund usage, and ongoing issues with city property and vandalism. Councilors expressed thanks to department heads for their work and discussed the need for improved acoustics in the council chamber. The conversation ended with an invitation to an open house for the Veterans Village.

PUBLIC COMMENT

Kim Rollins (831 Riverside Drive) discussed procedural matters related to Robert's Rules of Order. He said his first comments would be directed to Commissioner Garo's and his comment at the last meeting. Mr. Rollins had informed him that he would bring examples of minute deficiencies and specifics for ORS requirements, and he would do that, but not that evening. He informed them that he had the pleasure of speaking with Mayor Hoke and he enjoyed that they could have a serious conversation and a little banter and laughter with it, too. They discussed many items, but he wanted to mention a couple.

He presented a handout to the council on Robert's Rules Order, point of order (attached). He said at the last meeting, he had some concerns with some stuff that went on. There were several points of order called during the meeting, and he didn't think they weren't all appropriate. He said Councilor Lowe had called one and mentioned the point of order, which he thought was very appropriate. He said it went from there into some argument with other members of the board, and he thought that was inappropriate. Point of order should never interrupt the board with arguments, etc. When there's a point of order, the

chairman takes care of it and takes that point of order discussion, handles that point of order, and rules on it.

After the ruling, any counselor that wants to appeal it can do so with a second member appealing that. When and if a ruling is appealed, then there should be no argument, in his opinion. It depends on how the board handles the appeal by Robert's Rules of Order. The one he suggested was that once it's appealed, it then goes to the book. That settles it. There's no discussion, no arguments, no fights between counselors. That settles it.

He said there were times during that meeting when he had the floor, and he thought there was interruption that was justified. Councilor Gahley had brought up that he would like to discuss each of the four points and he thought that was fine, and he understood why that was. He was a little concerned that when he started on another point, R3, and he had come up with an outline, trying to keep his comments short and sweet, he was not allowed to spend time on that point. He said by being on the agenda without he should get to speak without interruption and he couldn't. He felt the interruption was considered unnecessary and rude. He said he had talked to Mayor Hoke about other people coming in on the agenda, and them being treated differently, and with no interruption during our presentation.

Mr. Rollins wanted to mention that at the last meeting Councilor Gailey, during his time to speak, had a point of order on Councilor Lowes point of order. He said there was no such thing as a point of order on a point of order. He then passed out another handout that was on some details pertaining to Councilor Lowe's point of order (attached).

Denny Ladoux (851 North Birch) addressed the City Council regarding ongoing property issues that he had reported a year earlier. He highlighted concerns about a fire hazard across from his home, including a camper parked on a road edge and a pile of old wood with weeds. He also raised questions about his rights regarding people parking vehicles in the easement behind his shop, expressing frustration about maintaining his property while having to deal with neighbors' mess including vehicles.

AGENDA APPROVAL AND ADDED ITEMS

Mayor Hoke added Harney County Library Block Party road closure to #1 under new business and Donation request for BHS Football to #2 under new business.

Councilor Gahley made a motion to approve the agenda with the added items. Councilor Garo seconded the motion. All Ayes. (7/o)

CONSENT AGENDA

Regular City Council Meeting Minutes – July 8, 2026 –

Councilor Roy wanted to make a change to a comment he had made and felt it was written in the wrong context. He said where it mentioned that Nick Green had no prior knowledge that he would be on for R3, and he had raised issue with that. After that it says, Nick Green was asked to come on to address council. He thought he meant that he had raised the issue that Nick Green was asked to come to council, not that he didn't have knowledge to come on. He also wanted to clarify another part, because someone had brought it up to him. The part where it speaks about a meeting with Jay Harland, he wanted to clarify that it wasn't a meeting with just city staff and two councilors and it was not a specific meeting set aside. They were asked if they wanted to sit in on it, and he just wanted to clear that up.

Mayor Hoke also mentioned a part in the minutes where it should have said she had explained responsibilities and it read reasonability.

City Clerk Tiffany Leffler said she would make those corrections.

Councilor Garo made a motion to approve the consent agenda with the changes. Councilor Roy seconded the motion. All Ayes. (7/0)

DEPARTMENT HEAD REPORT

Public Works Director Ty Richardson said that the department had been busy with the many projects going on this summer and that they have 3 infrastructure projects going on at the same time. He provided updates on three major infrastructure projects: Veterans Village, Kearney Street Improvement, and the Water Improvement Project.

He started with the Veterans Village. He said this project was in its completion phase this week. The public improvements to this project involve storm drainage, ditches, culverts, basins, and swells, water improvement with looping a 4-inch line to an 8-inch line and added additional fire hydrant. There were new streets, curbs, and sidewalks constructed, and the overall project looks great. He encouraged them to take a look, because it really looked great.

The next project, Kearney Street Improvement Project, is in construction, and the roadways have been pulverized and are currently ready for grading and proof rolling. Nine storm drain catch basins have been installed along with piping to Pierce Street Drainage Ditch. This will help the flooding intersections caused by any stormwater runoff and help save the newly installed asphalt. Paving for the new road will start next week, Tuesday and Wednesday.

Public Works Director then spoke about the Collection system improvement project. He said HECO engineers in the City of Burns have been working on documentation submission for a ledger. This ledger explains to DEQ the sewer pipe repairs in relation to what saves for the flow involving in the I&I, or infiltration. This was a main request from DEQ, and the main area of focus is Foley Drive. That repair would consist of cured-in-place piping. He said this still had to be designed and submitted to DEQ for approval. Once DEQ approves it, they can build out bid docs and prepare it to go out for bid. This will fulfill some of the outlined requirements in the MOA with DEQ.

He talked about the Water system improvement project stating it started in May. This project has been one of their main priorities. There have been many challenges to the project for the City of Burns and Steel Earthworks. They have come across many unknown water lines in the areas of construction. Water lines have been hit and fixed in a timely manner. He said their maps and documents from the past are what they rely on for any information on their system, and unfortunately water lines have been missing on many documentations in the past. He said he was talking about the 1940s and 1950s eras of piping, so it's been a long time.

He informed them that while they are on the job site, they always have city personnel, engineers, Inspectors and archaeologists. He said Still Earthworks and Keller Associates have been great to work with during this project. The communication between everyone has been great and he has daily briefings with the engineers, inspectors, and Still Earthworks, and a weekly team meeting with the personnel of the whole project. Still Earthworks has installed 13,200 linear feet of pipe, which is a little over 50% of the mainline installation for the project. None of the new mainlines are currently active yet. There are testing and treatment procedures that need to be completed before a new water pipe is active. This project is slated to go into the end of November and early December, so they still have a long time for this project to be done.

NEW BUSINESS

1. Road Closure Request – Harney County Library –

Cheryl Hancock with the Harney County Library informed the council that they are having their annual block party after their summer reading program. This year, it is going to be on Tuesday, August 4th, from 5:00 p.m. to 6:30 p.m. She said they would like to close D Street in front of the library so it's safer for everybody, and so that they can also have their duck race out there. She said they were asking if they could close it between 4:00 p.m. and 7:00 p.m., so they have time to get ready for the block party itself. She also informed the council that they were all invited.

1. Donation Request -Burns High School Football – Amie Scott –

No one was present at the meeting to represent the Burns High School. City Clerk Tiffany Leffler said she would reach out to Amie Scott and reschedule it for the next meeting.

OLD BUSINESS

There was no old business.

RESOLUTIONS/ORDINANCES

1. RESOLUTION NO. 26-828 -A resolution declaring certain equipment owned by the City of Burns to be surplus property and indicating the intent and method for the disposal of such surplus property.

Fire Chief Scott Williamson said it was a 1977 Sea Grace 100-foot ladder truck. He explained the ladder truck's current condition and potential recipients, including Grant County and the Oregon Fire Service Museum.

Councilor Garo just wanted to make sure that they don't get rid of this one before they have the other one running.

Councilor Patterson made a motion to read Resolution No. 26-828 by title only. Councilor Garo seconded the motion. All Ayes. (7/0)

Councilor Gahley made a motion to approve Resolution No. 26-828. Councilor Patterson seconded the motion. All Ayes. (7/0)

ADDITIONAL INFORMATION

City Manager Brenda Engebretson reported that Mr. Rollins had asked them to check into communication accommodations, and she had been in touch with Nancy Walker, the city's IT person. She informed the council that she would be there the next day to take a look at the city's system and see what might work best in this room. She said it was in process and was going to take some time, but that Nancy may even have some things already on hand, but they would not know until she came in the next day.

City Manager Brenda Engebretson informed the council she would bring the chamber agreement to the next council meeting. She had a rough draft of it, but the city attorney wanted to have a meeting with her on Tuesday to go over some details that might need to be in it.

City Manager Brenda Engebretson reported that Nick Green would be emailing her some dates for the URA and R3 meetings, and she would get those dates to them so that they can determine when to have another meeting or educational work session. They also talked about doing a work session for the city charter. After speaking with Mayor Hoke, she thought she could do a little bit of the background work for it. She said the League of Oregon City has an outline of a generic charter, and she could maybe take that charter and see the important things that maybe need to be in a current charter, and kind of map it out that way. She informed them that when she was done with that, she would get them the information. It may make the work session flow a little bit better and be a more beneficial use of their time, if they were okay with that.

Fire Chief Scott Williamson provided an update on the airport, noting increased activity due to fires and issues with the Jet A fuel system, particularly regarding credit card acceptance and pump limitations.

Councilor Gailey provided updates on R3 and URA projects, including approval of a \$17,000 down payment for prefabricated wall panels for three buildings at Miller Springs. He shared an email from Nick Green regarding the \$10 million grant, noting that while most funds have been expended, there is still approximately \$450,000 remaining, with ongoing quarterly reporting required until all funds are used. The response from the Oregon Department of Administrative Services confirmed that the current reporting and fund recycling practices are appropriate and in compliance with grant agreements.

The meeting focused minorly on parking and property issues in the area. Councilor Patterson raised concerns about vehicles parked on city easements and requested Police Chief Robby Tillers's attention to these problems.

Police Chief Robby Tiller explained current parking rules, including requirements for insurance and valid registration, and mentioned that citations had been issued for ordinance violations. The discussion also covered recent vandalism incidents, with the Chief requesting business owners to report damage costs for potential criminal mischief classification.

An announcement was made about the upcoming Veterans Village open house on August 7th from 11 a.m. to 2 p.m.

Councilor Gahley was asked by Mr. Rollins to speak about the research he had done on acoustics in the Council Chambers. He said anyone who has issues with hearing could agree that the acoustics were not good. He had looked at some of the things that it requires and a setup like this, where the room is long and going short, with two walls that bounce back and forth much closer than if it went the other way. He informed the council that one of the things that they recommend was that they should have 120 square feet of sound deadeners. That's about 15 of them on the side walls and about half that are behind the council. They also recommend considering the room that the meeting is in. The high ceilings are also a problem and cause problems with noise. They recommend what they call cloud tiles, which essentially are these things that only go on the ceiling. He said one of the things the city is doing correctly is their microphones because they are much better with the bleed-over and stuff. Some places put microphones in ceilings that will pick that up, but with the high ceilings, that really wouldn't work well here. He did some research on a thing that they call mix-minus routing, which he didn't think would work well for them because of the speakers that are above their heads.

Councilor Gahley said Mr. Rollins had mentioned an Assistive Listening System, which would essentially give people that are hard of hearing, a way to put something right in their ear that would pick directly up from the mic, essentially putting a speaker directly in your ear to hear. He

said as Mr. Rollins had said it was a legal requirement that they should have for public meetings. He informed the council and Mr. Rollins that was being looked into.

NEXT STEPS

1. City: Revise the road closure request form language to clarify that road closures for events should go to the police and fire departments for notification, not necessarily to the Council.
2. Public Works: Provide barricades for the Harney County Library's road closure on August 4th.
3. City Staff: Reach out to Amy regarding the Burns High School donation request to have her present at the next meeting.
4. City Manager: Bring the chamber agreement draft to the next council meeting after meeting with the city attorney on Tuesday.
5. City Manager: Receive dates from Nick Green for the next URA and R3 meetings and distribute them to the council.
6. City Manager: Conduct background work on the city charter using the League of Oregon Cities' generic charter outline and prepare information for a future work session.
7. Chief Williamson: Ensure the new ladder truck is operational before disposing of the old ladder truck.
9. Chief Tiller: Follow up with Denise LeDoux after the meeting to clarify the location of the property with the parking and nuisance issues.
10. City Council, Chief of Police Robby Tiller, and City Staff: Encourage business owners and the public to report vandalism and provide cost estimates for damage to law enforcement.

ADJOURN

Mayor Hoke adjourned the meeting at 7:04 p.m.

Recording for July 22, 2026, City Council meeting:

https://zoom.us/rec/share/XQnDbvi3oS3ndhJt_dCQ5KdL2TelWwv4WB0oyfDoCUQSK_rKoaPUjzjB6w2uZoHq.nmZYNrVp4KA5O5s5?startTime=1784768465000

Passcode: pJ!Xp6c2

Tiffany Leffler, City Clerk

Jen Hoke, Mayor

Lower point of order

Yes, under Robert's Rules of Order Newly Revised (RONR), when discussion or debate is occurring on a particular question or topic, the chair should give preference in recognition to members who have not yet spoken. A member who has already spoken should generally not be recognized again for further comment on the *same question* until all other members who wish to speak have had an opportunity to do so at least once.

This principle ensures fairness and equal opportunity for all members. Simplified versions of the rules often state it clearly: "Everyone has a right to speak once, before anyone may speak a second time."

Key Details from RONR

- **Priority in recognition:** Members who have not spoken on the topic have priority over those who have already spoken. The chair assigns the floor accordingly when multiple members seek recognition.
- **Standard limits** (unless your council has adopted different rules): No member may speak more than twice on the same question on the same day, and each speech is normally limited to 10 minutes. The second speech occurs only after everyone wishing to speak has had a first opportunity.
- The chair may also try to alternate between those speaking in favor and those opposed when possible.

Before a Motion Is Made

In a **7-member city council** (a small board under RONR), more informality is permitted. RONR specifically allows informal discussion of a subject while no motion is pending.

However, the chair still controls the meeting and recognizes speakers. The same fairness principle applies: the chair should strive to let all members who wish to comment have a turn before allowing repeats. Pure RONR prefers a motion to be made first before formal debate, but small boards commonly use this more relaxed approach for initial discussion, questions, or exploration of ideas.

After a Motion, Second, and Discussion Is Called For

This is a **formal debate** on a pending question. The rule applies strictly here:

- The maker of the motion usually has preference to speak first (and often last, for rebuttal).
- All members have equal rights to debate.
- The chair recognizes members, giving priority to those who have not yet spoken on *that motion*.
- Each person should generally speak once before anyone speaks a second time on it.

Discussion must stay relevant to the immediately pending question (the motion or amendment under consideration).

Important Practical Notes for a City Council

- **Your council's own rules come first:** Many city councils adopt their own rules of procedure (by ordinance or resolution) that may modify or replace RONR in certain areas. Always check your council's adopted rules, bylaws, or charter first—these govern if they conflict with RONR.
- The chair (usually the mayor or presiding officer) has the duty to fairly recognize members and maintain order. If the chair is not following these principles, a member can raise a **Point of Order**.
- In small groups like yours, proceedings are often less formal than in large assemblies, but the core goals of fairness, order, and equal participation remain the same.
- "Discussion" before a motion is common in public bodies for staff reports or agenda items, but once a motion is made and stated by the chair, debate becomes more structured.

In short: **Yes**—the one who has already commented should generally wait while others who wish to speak get their turn first, both in informal pre-motion discussion (especially in small boards) and in formal debate on a motion. This promotes equitable participation and orderly meetings.

According to Robert's Rules of Order Newly Revised (RONR), the proper procedure is for the member to call "Point of order!" (or "I rise to a point of order") first, without needing prior recognition. The chair (e.g., the Mayor) then recognizes the member and typically asks them to state the point. The member should then explain the violation briefly, citing the relevant rule if possible.

Step-by-Step Flow

1. **Member raises it:** Interrupt (if necessary) by saying clearly: "Point of order!" or "Mr./Madam Mayor/Chair, I rise to a point of order." No recognition is needed beforehand.
2. **Chair responds:** The chair immediately recognizes the member and says something like "State your point" or "What is your point of order?"
3. **Member states the point:** Explain the alleged breach concisely (e.g., "The speaker is not addressing the motion before us, which violates the rule on germaneness in RONR Section X").
4. **Chair rules:** The chair decides if the point is "well taken" (valid, so correction follows) or "not well taken" (invalid, business continues). The chair may explain the reasoning. If needed, the chair can seek input or submit it to the assembly.
5. **Business resumes** (with any correction applied).

Why Wait for the Chair to Ask?

- Calling out the full point immediately can cause confusion or overlap with ongoing business/speaking. RONR emphasizes an orderly process: the interruption gets attention, the chair yields the floor briefly for the explanation, and the chair retains control to rule.
- This mirrors standard practice in many guides and training materials based on RONR.

Practical Notes for Public Council/Board Meetings

- **Be prepared** — The member must have a legitimate rules violation in mind (not just disagreement with content or opinion). Points of order must generally be timely (raised when the breach occurs).
- **Chair's role**— A good chair will promptly say "State your point" to keep things moving smoothly.
- **If the chair doesn't respond properly** — The member can politely follow up, but escalation (e.g., Appeal from the Decision of the Chair) is a separate step if the ruling itself is challenged.
- **Common variations in wording:** Some chairs say "The member will state the point of order" or simply gesture/recognize.

This keeps meetings efficient and fair while protecting the rules. If your council has adopted specific bylaws or standing rules that modify RONR, those would take precedence. For the exact text, refer to RONR (12th edition) §23 on Point of Order.



BHS Football Banner Sponsor

Dear BHS Football Supporter,

Burns High School Football is seeking banner sponsorships for the 2026 season, and we invite you to be part of another great year supporting our student-athletes.

Our banner sponsor program is a simple and effective way to show your support for the Hilanders while gaining valuable exposure for your business. Between JV and Varsity, there are eight (8) scheduled home games. Sponsor banners will be displayed at the Burns High School football field throughout the season, reaching families, fans, and community members at every home game.

Your tax-deductible sponsorship (EIN # 93-1005608) directly benefits the BHS Football program by helping fund:

- Team equipment
- Uniforms
- General program and field needs

To participate, please complete the attached form and return it along with your payment to BHS Football.

If you have any questions, feel free to contact me directly at 208-739-6533 or breshearsamie@gmail.com.

Thank you for supporting Burns High School Football and investing in our student-athletes and community.

Thank you!

2026 BHS Football Banner Sponsor Fundraiser - RENEWAL

Business name: City of Burns

Company Address: _____

Email: _____

Phone: _____

☐ 3' X 5' = \$300.00

☐ 2' X 3' = \$200.00

Please mail a check (payable to BHS Football) and this form to:

BHS Football, c/o Amie Scott, 733 S. McGowan St., Burns, OR 97720

(or drop off at the Hines City Hall)



Dear Community Supporter,

The Burns High School Football Program is excited to host our annual **Fundraiser Dinner and Silent Auction** on **Saturday, August 15, 2026**, and we are asking for your support.

We are seeking donations of items, gift certificates, services, gift baskets, experiences, or other merchandise for our silent auction. Every donation, large or small, helps make this event a success and directly benefits our student-athletes.

Funds raised from the dinner and silent auction help provide equipment, uniforms, travel expenses, team meals, and other program needs that are not fully covered by our athletic budget. Your generosity helps ensure our players have the resources they need to succeed both on and off the field.

Last year, your generous donation of water & sewer certificate was greatly appreciated and helped make our fundraiser a success. We would be grateful if you would consider donating a similar item again this year.

If you would like to donate an item, please contact Amie Scott at 208-739-6533 or Matt Bruck at 541-571-3983 to arrange for pickup at your convenience. Donations are requested by **August 8, 2026**, to allow us time to prepare auction materials.

Thank you for supporting Burns High School Football and investing in the young athletes of our community. We truly appreciate your generosity and look forward to seeing you at our Fundraiser Dinner and Silent Auction on August 15.

Sincerely,

Burns High School Football Program

A handwritten signature in blue ink, appearing to be "Jim", is written over the printed name of the Burns High School Football Program.

Donation Information

- **Event:** Burns Football Fundraiser Dinner & Silent Auction
- **Date:** Saturday, August 15, 2026
- **Donation Deadline:** August 8, 2026
- **Contact:** Amie Scott 208-739-6533
- **Contact:** Matt Bruck 541-571-3983

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Burns, Oregon** ("Owner") and **Kirby Nagelhout Construction Company** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Construct Snow Removal Equipment Building**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

**Construct Snow Removal Equipment Building
Burns Municipal Airport
Burns, Oregon
FAA/AIP Project No. 3-41-0009-025-2025**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Ardurra Group, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Ardurra Group, Inc.**

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Contract Times: Days*

A. The Work will be substantially complete within **one hundred twenty (120) calendar days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **five (5) calendar days** after the date when the Contract Times commence to run.

4.03 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
 - 1. Milestone 1 – Phase 1, 120 Consecutive Calendar Days

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. *Substantial Completion*: Contractor shall pay as described in FAA General Provisions 007002 Section 80 paragraph 80-08.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).
 - B. For all Work, at the prices stated in Contractor's Bid, attached here to as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- B. The Contractor shall pay, and shall require all of its subcontractors of every tier to pay, all of their respective workers the existing applicable State of Oregon prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) that must be paid to workers in each trade or occupation that Contractor or subcontractor, or other person, uses in performing all or part of the Work on this Project. The Contractor will pay the higher of the applicable state or federal prevailing wage rate to all workers on this Project. The Contractor shall comply with all applicable requirements of O.R.S. 279C for prevailing wages, including all provisions of O.R.S. 279C.800, et seq.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 26th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract. The Contractor shall submit its current detailed computerized substantiation, claim certifications, and lien releases on a form consistent with O.R.S. § 87.023.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 95 percent of the value of the Work completed (with the balance being retainage).

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions and within seven days after the Owner "approves the work" per O.R.S. § 701.625(3)(a)(B).

6.04 Payments to Subcontractors

A. The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Contractor receives from the Owner. The Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the Owner. This clause applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors. Failure by the Contractor to carry out these requirements shall be a material breach of the agreement.

B. The Contractor agrees to maintain records and documents of payments to DBEs for three years following the performance of this Agreement. These records will be made available for inspection upon request by any authorized representative of the Owner or ODOT. This reporting requirement also extends to any certified DBE subcontractor.

6.05 Interest

A. All amounts not paid when due will bear interest as described in ORS 279C.570.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

A. The Contract Documents consist of all of the following:

1. This Agreement (pages 1 to 13, inclusive).

2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as bearing the title: **Construct Snow Removal Equipment Building**, dated **March 2026**, to include, but not limited to Contract Documents, Specifications, General Conditions, and Supplementary Conditions - Owner and consisting of divisions and pages, as listed in Table of Contents, dated **March 2026**, thereof, copy of Table of Contents attached as Exhibit 1.
6. Drawings (not attached but incorporated by reference) bearing the title: **Construct Snow Removal Equipment Building**, dated **March 2026**, consisting of sheets numbered 1 through 7, inclusive, as listed in Index of Drawings, copy of Index of Drawings attached as Exhibit 2
7. Addenda (number 1 inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid attached as Exhibit 3.
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
11. Contract Prevailing Wage Rates, Federal and State, Included in the Construct Documents, dated January 2, 2026 and January 5, 2026.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

5. Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02

- A. To the fullest extent permitted by law including O.R.S. § 30.140, and subject to the conditions in this Paragraph 9.02, the Contractor shall defend, indemnify and hold harmless the Owner and Engineer, and the consultants, agents, employees, directors, officers, partners, lenders, successors and assigns of any of them (collectively, the "Indemnified Parties") from, for, and against claims, damages, losses, and expenses, whether direct, indirect, or consequential, including but not limited to actual costs and attorneys' fees incurred on such claims and in proving the right to indemnification hereunder, arising out of or resulting from the acts or omissions of the Contractor, a subcontractor or supplier of any tier, their agents, anyone directly or indirectly under their control, or anyone for whose acts they might be liable (collectively the "Indemnitor"), regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Paragraph 9.02.
- B. The Contractor shall fully defend and indemnify the Indemnified Parties for the sole negligence or willful misconduct of the Indemnitor. Where any such claims arise from the concurrent negligence of (1) the Indemnified Parties, and (2) the Indemnitor, then the Contractor's obligations to indemnify and defend the Indemnified Parties under this Paragraph 9.02 shall be effective only to the extent of the Indemnitors' negligence.
- C. To the extent the wording of this Paragraph 9.02 would reduce or eliminate the insurance coverage of the Owner or the Contractor, this Paragraph 9.02 shall be considered modified to the extent that such insurance coverage is not affected. To the extent that any portions of this Paragraph 9.02 or its subparts are stricken by a court or arbitrator for any reason, all remaining provisions shall retain their vitality and effect.

- D. In claims against any person or entity indemnified under this Paragraph 9.02 by an employee of the Contractor, a subcontractor of any tier, anyone directly or indirectly under their control, or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 9.02, to the extent allowed under Oregon law, shall not be limited by the amount or type of damages, compensation, or benefits payable by or for the Contractor or a subcontractor of any tier under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- E. This Paragraph 9.02 and its subparts shall survive completion, acceptance, final payment, or termination of this Agreement.

9.03 *Hazardous Conditions*

- A. Hazardous conditions shall include any material, waste, substance, or chemical deemed to be hazardous under applicable legal requirements, or the handling, storage, remediation, or disposal of which is regulated by applicable legal requirements. The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or conditions. If the Contractor encounters hazardous materials or conditions not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, as defined by CERCLA, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, then the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Engineer of the condition. The Contractor shall proceed with the Work in areas not affected by abatement of such hazardous materials or conditions. Where abatement causes any delay to the Work, the Owner and Engineer shall determine, at their sole discretion, whether to adjust the Contract Time or Contract Price due to such delays.

9.04 *Waiver of Subrogation*

- A. To the extent losses are covered by property insurance required by the Contract Documents, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Engineer and Engineer's consultants; and (3) separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, except such rights as they have to proceeds of such insurance. The Owner does not waive subrogation rights to the extent of its property insurance on structures or portions of structures that do not comprise the Work. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified under this section from the Engineer, Engineer's consultants, separate contractors, subcontractors, and sub-subcontractors. The policies of insurance that are required by the Contract Documents and that are purchased and maintained by each person or entity agreeing to waive claims pursuant to this section shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, and (3) regardless of whether the person or entity had an insurable interest in the damaged property.

9.05 Oregon Specific Provisions

1. The Contractor shall provide, and shall cause its subcontractors of any tier to provide, all required notices and comply with all applicable health and safety laws, rules, regulations, codes and lawful orders of public authorities and of quasi-governmental authorities relating to the Work, including without limitation all OSHA and the Oregon Safe Employment Acts requirements, and the Contractor shall, and shall cause applicable subcontractors of any tier, to indemnify, defend, and hold harmless the Owner from and against any and all claims, losses, liabilities, fines, or attorneys' fees arising from any failure by the Contractor or subcontractors of any tier to have complied with any such requirements. The Contractor shall maintain the site and perform the Work in a manner that meets statutory and common-law requirements for a safe workplace. This requirement shall apply continuously and not be limited to working hours. Any review by the Owner, Engineer, or designated representatives of either of them, regarding the Contractor's performance, shall not be construed to include a review of the adequacy of the Contractor's safety measures at or near the site of the Work. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance under the Agreement. No action or inaction of the Owner, Engineer, or designated representatives of either of them relating to safety, property protection, any element of the Contractor's safety manual or related performance, or violation thereof, shall in any way: (1) relieve the Contractor of sole and complete responsibility for the violation and the correction thereof, or of sole liability for the consequences of said violation; (2) impose any obligation upon the Owner, Engineer, or designated representatives of either of them to inspect or review the Contractor's safety program or precautions or to enforce the Contractor's compliance with the requirements of this provision; (3) impose any continuing obligation upon the Owner, Engineer, or designated representatives of either of them to ensure the Contractor performs the Work safely or to provide such notice to the Contractor or any other person or entity; (4) affect the Contractor's sole and complete responsibility for performing the Work safely or the Contractor's responsibility for the safety and welfare of its employees and the employees of subcontractors of any tier; or (5) affect the Contractor's responsibility for the protection of property and the general public.
2. Subject to any limitations imposed by *Walsh Constr. V. Mut. Of Enumclaw*, 104 P.3d 1146 (Or. 2005) or other applicable Oregon law, the Owner, its directors, officers, and agents, the Engineer, their consultants and employees, and any required governmental agencies and others designated in the Contract Documents shall be named as additional insureds under the Contractor's commercial general liability policy for all coverages required by the Contract Documents. The Contractor's insurance shall include a severability of interest (cross liability clause) for Work performed under this Agreement. The Contractor's policy shall be designated primary coverage and non-contributory for both defense and indemnity, and any Owner's policies excess.
3. The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any

law, contract, or agreement for the purpose of providing or paying for the services. All employers, including the Contractor, who employ subject workers who work under this Agreement in the state of Oregon shall comply with O.R.S. 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under O.R.S. 656.126. The Contractor shall ensure that each of its subcontractors complies with these requirements.

4. The Contractor shall give notice in writing to employees who work on this Project, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the Contractor may require the employees to work. The Contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, except in cases of contracts for personal services as defined in O.R.S. 279C.100, the Contractor shall pay the employee at least time and a half pay for:
 - a. (A) all overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or (B) all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and
 - b. (B) all work the employee performs on Saturday and on any legal holiday specified in O.R.S. 279C.540.
5. The Contractor shall comply with the prohibition set forth in O.R.S. 652.220, that compliance is a material element of this Agreement. The Contractor's failure to comply is a breach of this Agreement that entitles Owner to terminate this Agreement for cause. The Contractor may not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
6. Any worker employed by the Contractor shall be foreclosed from the right to collect for any overtime provided in O.R.S. 279C.540 unless a claim for payment is filed with the contractor within 90 days from the completion of the contract, providing that Contractor has: (1) caused a circular clearly printed in boldfaced 12-point type and containing a copy of O.R.S. 279C.545 to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work; and (2) maintained the circular continuously posted from the inception to the completion of the Agreement on which workers are or have been employed.
7. The Contractor and every subcontractor of every tier must have a public works bond filed with the Construction Contractors Board before starting work on the Project in compliance with O.R.S. 279C.836, unless exempt under O.R.S. 279C.836(4), (7), (8) or (9).
8. The Contractor shall include in every Subcontract a clause that requires the subcontractor to have a public works bond filed with the Construction Contractors

Board before starting work on the Project, unless the contractor or subcontractor is exempt under O.R.S. 279C.836(4), (7), (8) or (9).

9. The Contractor shall provide Owner with Contractor's certification of compliance with Oregon tax laws in accordance with O.R.S. 305.385.
10. The Contractor certifies that all subcontractors performing Work described in O.R.S. 701.005(2) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with O.R.S. 701.035 to 701.055 before the subcontractors commence Work under the Contract Documents.
11. As required by O.R.S. 279C.520 and 279C.540, for the Contractor's employees subject to Oregon employment laws:
 - a. Employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
 - 1) These requirements do not apply to individuals who are exempted under O.R.S. 653.010 through 653.261, or under 29 U.S.C. 201 through 209, from receiving overtime.
 - b. The Contractor shall give notice in writing to its employees performing work under the Contract Documents of the number of hours per day and the number of days per week that the employees may be required to work. The Contractor shall provide this notice to its employees either (a) at the time of hire, (b) before they begin work under the Contract Documents, or (c) by posting a notice in a location frequented by employees.
 - c. As required by O.R.S. 279C.530, all subject employers working under the Contract Documents are either employers that will comply with O.R.S. 656.017 or employers that are exempt under O.R.S. 656.126.
12. The Contractor shall comply with O.R.S. 279C.520(1)(b) and (c).
13. The Contractor shall comply with O.R.S. 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of this Agreement, and failure to comply is a breach that entitles the Owner to terminate the Agreement for cause.

9.06 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. The Contractor shall be and operate as an independent contractor in the performance of the Work and shall have complete control over and responsibility for all personnel performing the Work. The Contractor is not authorized to enter into any

agreements or undertakings for or on behalf of the Owner or to act as or be an agent or employee of the Owner. By its signature, the Contractor certifies that the services to be performed under the Contract Documents are those of an independent contractor as defined in O.R.S. 670.600, and that the Contractor is solely responsible for the Work performed under the Contract Documents. The Contractor represents and warrants that the Contractor, its subcontractors, consultants, employees, and agents are not "officers, agents, or employees" of the Owner within the meaning of the Oregon Tort Claims Act (O.R.S. 30.260 through 30.300). The Contractor shall be responsible for all federal, state, and local taxes, and any fees applicable to payments for Work under the Contract Documents.

9.07 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.08 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.09 Other Provisions

- A. The Contractor, in consideration of securing the business of constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable becomes payable, agrees:
 - 1. To pay promptly when due all taxes, (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term to this Agreement, whether or not the same shall be payable at the end of such term;
 - 2. That if the said taxes, excises, and licenses fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
 - 3. That, in the event of his default in the payment or securing of such taxes, excises, and licenses fees, to consent that the department, officer, board, or taxing unit entering into this Agreement may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said Contractor is liable.
- B. Before final payment can be made, the Contractor shall furnish to the Owner, evidence that he has paid all taxes, excises, and license fees due to the state and its taxing units, due and payable during the term of the contract for such construction, and that he has secured all such taxes, excises, and license fees liability for the payment of which has accrued during the term of such contract, notwithstanding they may not yet be due or payable.

- C. Work shall not commence until Pre-Construction Conference has been held at a mutually agreed to time and place.
- D. The Contractor shall not commence work on the project until receipt of the Notice to Proceed. Contract time shall commence on the effective date of the Notice to Proceed.
- E. No work shall be authorized prior to the execution of the FAA Grant Offer and approval by the FAA of the accepted offer.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

City of Burns, Oregon
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

242 S. Broadway
Burns, Oregon 97720

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(If Contractor is a corporation, attach evidence of authority to sign. If Contractor is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Kirby Nagelhout Construction Company
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 7/13/2026
(date signed)

Name: Michael C. Taylor
(typed or printed)

Title: Vice President
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: President
(typed or printed)

Address for giving notices:

20635 Brinson Blvd
Bend, OR 97701

Designated Representative:

Name: Joe Waggoner
(typed or printed)

Title: Senior Project Manager
(typed or printed)

Address:

20635 Brinson Blvd
Bend, OR 97701

Phone: (541) 410-4574

Email: joew@kirbynagelhout.com

License No.: CCB # 95590
(where applicable)

State: Oregon