

City Council Workshop Minutes

THURSDAY, JULY 16, 2026 – 5:00 PM
COLUMBIA CITY, CITY HALL – 1840 SECOND STREET
CITY OF COLUMBIA CITY, COLUMBIA COUNTY, OREGON

AGENDA ITEM 1

CALL TO ORDER/ROLL CALL:

CONVENED:

Mayor Alex Reed called the Workshop Meeting to order at 5:06 pm.

COUNCIL MEMBERS PRESENT:

Mayor Alex Reed
Council President Connie Quick
Councilor Gordon Thistle
Councilor Lyle Bluhm

COUNCIL MEMBERS ABSENT:

None

ALSO PRESENT:

Kim Karber, City Administrator/Recorder
Simon Ebert, Columbia City Resident & Architect Student

ATTORNEY PRESENT:

None

AGENDA ITEM 2

NEW BUSINESS:

2.1 Fire Station: Simon Ebert, Columbia City resident & Portland Community College architect design and drafting graduate, again discussed the concept of what the fire station could look like, with an update showing the fire trucks entering/exiting from highway 30.

Mayor Reed stated he thinks there are two questions: one being, in general do residents want a fire station; and two, do they want to use part of Bundy Park for a fire station. He pointed out the 'Save Bundy Park' signs do not state whether or not they are against a fire station overall. He mentioned a few places that are currently for sale or were for sale that could be considered for a fire station. Councilor Quick explained that the donation of land would be considered an in-kind donation that the fire station could use towards grant applications. Mayor and Council further discussed the different pros and cons of a fire station in Columbia City.

Kim reported our auditors would charge \$300 an hour to look over Columbia River Fire & Rescue's recent audits and could cap their time at ten hours. They would look at their financial condition and evaluate their trend in financial position. It was suggested to see if Rob Forman would review their audits.

AGENDA ITEM 3

OTHER BUSINESS:

None

AGENDA ITEM 4

ADJOURNMENT:

4.1 There being no further business to come before the Council, the meeting adjourned at 5:49 pm.

City Council Meeting Minutes

THURSDAY, JULY 16, 2026 – 6:00 PM
COLUMBIA CITY, CITY HALL – 1840 SECOND STREET
MEETING MOVED TO 1850 SECOND STREET DUE TO HIGH ATTENDANCE, SIGN WAS PLACED AT 1840
CITY OF COLUMBIA CITY, COLUMBIA COUNTY, OREGON

AGENDA ITEM 1 CALL TO ORDER/ROLL CALL:

CONVENED:

Mayor Alex Reed called the Regular Meeting to order at 6:12 pm.

COUNCIL MEMBERS PRESENT:

Mayor Alex Reed
Council President Connie Quick
Councilor Gordon Thistle
Councilor Lyle Bluhm

COUNCIL MEMBERS ABSENT:

None

ALSO PRESENT:

Kim Karber, City Administrator/Recorder
Jerry Bartolomucci, Chief of Police

ATTORNEY PRESENT:

None

A quorum was present, and due notice had been published.

AGENDA ITEM 2 PUBLIC HEARINGS:

None

AGENDA ITEM 3 CITIZEN INPUT:

3.1 Paulette Lichatowich – Bundy Park/Fire Station

Paulette Lichatowich of 36343 Miloris Way read a statement and provided the Council with information regarding Bundy Park and the fire station. Both have been entered into the record. Mayor Reed asked Paulette if she supported a fire station in Columbia City and she said she did not know.

3.2 Tyra Schroder

Tyra Schroder of 3225 6th Street asked if it was legal and encouraged to cover water meters in Columbia City. Kim replied it is not encouraged to cover water meters or septic tank lids in Columbia City, but it does happen and she would have to check on the legality of it. When asked by the Councilors as to why someone would want to or if she was missing a lid, Tyra replied she was curious.

3.3 Citizen input on Bundy Park/Fire Station

- Mike Raszewski of 3235 6th Street spoke on his time living in Columbia City, city parks, and concerns of donating park land for building a fire station.

2 Regular City Council Meeting
July 16, 2026

- Amanda Howie of 3235 6th Street spoke about the parks being one of her favorite parts of the community and she would be devastated if a fire station were placed in Bundy Park. She is unsure on whether or not a fire station is needed in Columbia City, but knows she does not want it in Bundy Park.
- Judy Valpiani of 805 K Street said she is a firm believer of parks in the community. She spoke of her experience with the fire departments different response times with locations in St. Helens and Columbia City and one of her concerns is the amount of time that is actually going to be saved, another is the Deer Island station not being fully staffed.
- Jackie Ziegler of 400 E Street spoke on how vital Bundy Park is to Columbia City. It is a buffer from highway noise, she sees other people walking through and enjoying the park. Jackie showed a picture her young daughter, who was not able to attend, drew showing them walking through the Park. The picture also had a bunch of hearts to show she loved Bundy Park and said save Bundy Park.
- Chip Dryden of 400 D St stated we do not need another fire station. He also provided a letter to Council, and it has been entered into the record.
- Logan Gilbert-Renner of 2450 5th Street asked the audience to raise their hands regarding various questions he asked about the fire station. He thinks more work needs to be done by the fire department, showing that a fire station is needed and that it is needed in Columbia City.
- Robert Campbell of 2105 The Strand spoke on Bundy Park being a fantastic park and being opposed to a fire station being there. His concern is with the funding for the operations of the fire station once it is built.
- Celeste Smith of 410 D Street stated she wanted it on record that she did not misrepresent information when she went around and collected signatures for Save Bundy Park. She read a statement and presented the petition with 288 signatures which have been entered into the record.
- Garrett Greig of 405 C Street stated he would also like to see the data that shows Columbia County needs another fire station. He and his family utilize the park, and he sees other people utilizing the park all the time.
- Rebecca Pickering of 1800 7th Street talked about her time living in Columbia City and that her kid's playground was the woods where people are living now. She spoke about her involvement with the City and all the different committees she volunteers on. She talked about the struggle to pay for the maintenance of the parks because of the lean budget. She feels it is important to look at the fire station to be added as the fire department needs to modernize and we may need to open our doors and include them. She also feels the facts are very important.
- Rick Taylor of 2535 5th Street stated that he and his wife spent a lot of time three years ago and currently collecting signatures in opposition to the fire station. He talked about the various locations of current fire stations in Columbia County. He stated he and his wife have used the park since they have lived here, and they love it. Mayor Reed asked Rick where the Fern Hill location was and he stated it is in Rainier.
- Raymond Scott of 420 C Street spoke about how Bundy Park is a great addition to the City and the cost it would be to lose it. It would be tough to lose it since it could not be replaced. He uses it and states it is a widely used park. He supports EMS, police, schools but he thinks the cost of the facility in that spot is going to cost the City more than it is worth and we need to find a different way.
- Stuart Katz of 3315 6th Street talked about since he has lived here the fire department has had a lot of expenditures and his concern is the facilities that are not being used so they should be refurbishing those facilities. He wondered why we have to have it when it seems most people are against it.

AGENDA ITEM 4

COUNCIL REPORTS:

4.1 Audit Committee: No report.

3 Regular City Council Meeting
July 16, 2026

4.2 Hazard Committee: Councilor Quick reported they have been working on 'Getting to Know Your Neighbor' and how to best share information amongst each other. She wrote an article about her neighborhood's fourth annual block party for the newsletter. It will have information on a contact to reach out to for guidance on how to start one in other neighborhoods in Columbia City for people who are interested.

4.3 Parks Committee: Chair Bluhm reported the next meeting will be in September.

4.4 Streets Committee: Kim reported we should get word this month on whether the City received a Small City Allotment grant.

4.5 Water & Sewer Committee: Kim reported it is time for the City to go out for a request for proposal on septic tank pumping.

AGENDA ITEM 5

CONSENT AGENDA:

5.1 Bills paid with check numbers 36078 through 36120 during the month of June 2026.

5.2 Expense vs Budget Report for the month ending June 30, 2026.

5.3 Minutes of the June 18, 2026, Regular City Council Meeting.

5.4 Activity Report from the City Administrator for the month of June 2026.

5.5 Activity Report from the Public Works Superintendent for the month of June 2026.

5.6 Activity Report from the Chief of Police for the month of June 2026.

5.7 Minutes of the May 19, 2026, Hazard Committee Meeting.

5.8 Revenue Analysis Report for the quarter ending June 30, 2026.

THE COUNCIL APPROVED THE CONSENT AGENDA BY UNANIMOUS ROLL CALL VOTE.

AGENDA ITEM 6

UNFINISHED BUSINESS:

None

AGENDA ITEM 7

NEW BUSINESS:

7.1 Review applications and interview candidates for filling the open council position.

MOTION: MOVED (THISTLE), SECONDED (BLUHM), TO DEFER THE INTERVIEWS UNTIL THE AUGUST COUNCIL MEETING.

MOTION PASSED (4-0). AYE (REED, THISTLE, QUICK, BLUHM)

A resident asked about the due date of the permanent positions. Kim explained the position for Mayor and two Councilors will be on the November ballot, and the positions start in January. The City is currently accepting paperwork for those positions, and it is due in August, there are different dates for incumbents.

MOTION: MOVED (QUICK), SECONDED (THISTLE), TO REOPEN ACCEPTANCE OF APPLICATIONS FOR THE OPEN COUNCIL POSITION UNTIL AUGUST 1ST.

MOTION PASSED (4-0). AYE (REED, THISTLE, QUICK, BLUHM)

7.2 Request from Chief Bartolomucci for a street closure for the annual Columbia City Celebration on August 8, 2026.

MOTION: MOVED (QUICK), SECONDED (THISTLE), TO APPROVE THE REQUEST FOR A STREET CLOSURE FOR THE COLUMBIA CITY CELEBRATION.

MOTION PASSED (4-0). AYE (REED, THISTLE, QUICK, BLUHM)

7.3 Amendment Number Eight to Intergovernmental Agreement between Columbia County, Oregon and City of Columbia City, Oregon.

MOTION: MOVED (THISTLE), SECONDED (BLUHM), TO ACCEPT AMENDMENT NUMBER EIGHT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN COLUMBIA COUNTY AND COLUMBIA CITY.

MOTION PASSED (4-0). AYE (REED, THISTLE, QUICK, BLUHM)

7.4 Fire Station discussion

MOTION: MOVED (THISTLE), SECONDED (QUICK), TO DELAY DISCUSSION ON THE FIRE STATION.

MOTION PASSED (4-0). AYE (REED, THISTLE, QUICK, BLUHM)

7.5 Council Bill 26-1030: A Resolution Calling for an Election in the City of Columbia City to Submit to City Voters the Enactment of a Local Option Levy to Provide Continued Revenue for Police Protection Services.

MOTION: MOVED (THISTLE), SECONDED (BLUHM), TO ADOPT COUNCIL BILL 26-1030.

MOTION PASSED (4-0). AYE (REED, THISTLE, QUICK, BLUHM)

A resident asked why the proposed levy is being increased from \$.90 to \$ 1.95. Kim explained the \$1.95 will be to cover the full operating costs of the police. Currently the permanent levy is subsidizing the police operations, and it is unsustainable.

AGENDA ITEM 8

OTHER BUSINESS:

8.1 Glass Drop Box

Kim asked for guidance on whether Council would like her to do further research on getting a drop box for recycling glass in Columbia City. The consensus was for Kim to research further.

8.2 League of Oregon Cities (LOC)

Kim explained the LOC sends out a list of legislative priorities every other year for Cities to vote on their top five choices to guide the LOC on what they should focus on. Kim will email the priorities out to Councilors to have time to review and then to vote on in a future meeting.

AGENDA ITEM 9

ADJOURNMENT:

9.1 There being no further business to come before the Council, the meeting adjourned at 7:25 pm.

APPROVED:

Alexander Reed
Mayor

ATTEST:

Kim Karber
City Administrator/Recorder

City Council Workshop Minutes

MONDAY, AUGUST 10, 2026 – 4:00 PM
COLUMBIA CITY, CITY HALL – 1840 SECOND STREET
CITY OF COLUMBIA CITY, COLUMBIA COUNTY, OREGON

AGENDA ITEM 1 CALL TO ORDER/ROLL CALL:

CONVENED:

Mayor Alex Reed called the Workshop Meeting to order at 4:04 pm.

COUNCIL MEMBERS PRESENT:

Mayor Alex Reed
Council President Connie Quick
Councilor Gordon Thistle
Councilor Lyle Bluhm

COUNCIL MEMBERS ABSENT:

None

ALSO PRESENT:

Kim Karber, City Administrator/Recorder

ATTORNEY PRESENT:

None

AGENDA ITEM 2 NEW BUSINESS:

2.1 Fire Station. Council discussed the next steps, and the consensus was to send out a survey in the September newsletter to get as much citizen feedback as possible. Councilor Bluhm stated it is important to do our due diligence and not rush a decision. Councilor Quick agreed and thinks it is important to do what the majority of the citizens want and we do not have that information yet. Mayor Reed will put some survey question options together for us to review at the next meeting.

2.2 August Audit Committee Meeting. Councils' consensus was to move forward with the August 18th meeting. It will be moved to 2 pm and Councilor Quick volunteered to attend the meeting since there is not currently a Council member assigned to it.

2.3 Open Council Position. Council discussed and came to the consensus that they would not fill the open council position and will wait for the November elections to fill it. Kim will email the applicants.

AGENDA ITEM 3 OTHER BUSINESS:

3.1 League of Oregon Cities (LOC). Kim reminded Council that she emailed out the LOC legislative priorities and that we would be discussing it at the next Council meeting to vote on their top five priorities.

AGENDA ITEM 4 ADJOURNMENT:

4.1 There being no further business to come before the Council, the meeting adjourned at 4:57 pm.



The City of Columbia City

In Columbia County on the Columbia River

Hazard Mitigation Planning Group
 Meeting Minutes – **June 23, 2026** - 6:00 p.m.
 City Hall, 1840 Second Street
 Columbia City, Oregon 97018

Citizen Members ☒ Gary Hudson (Chairman) ☒ Connie Quick (Vice Chairman) ☒ Jazzmin Love (Secretary) ☒ Frank Hupp (Member at Large) ☒ Logan Gilbert-Renner (Member at Large) ☒ Neal Shervey (Member at Large)	City Staff Members ☒ Jerry Bartolomucci, Chief of Police ☐ Micah Rogers, Columbia City Public Works Columbia County Members ☐ Josh Allen, Environmental Public Health ☐ Eric Smythe, Columbia River Fire & Rescue ☐ Cindy Turula, GIS Specialist
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(☒ Meeting Attendees)

Meeting called to order at 6:02 p.m. by Gary Hudson.

- May meeting minutes approved.
- No response regarding August prepared fair yet. Don't anticipate responses until just before the event. Neil is a HAM radio operator and will coordinate for Ham radio to set up a table at the fair. Will be part of the prepared fair.
- Neal shared info from State of Washington "Map your neighborhood" program as a way to approach getting to know your neighbors. Was similar to CERT info, but focuses is neighborhood size. Also found a larger plan from Portland. He will email docs to the committee. Connie spoke of a few other resources she has seen used in the past including a local group that shares emails and does block potlucks. FEMA and Red Cross have helpful information on their site. Need a "Go-bag" to keep in your car or home including medicines for emergency scenarios.
- Identify resources and knowledge we have in the neighborhood. Would like to collect information more widely to create a sense of community and know who lives around you.
- Jazzmin, Gary, and Logan will create a "know your neighbor" project plan and a draft template of something we can collect information on at the 8/8 celebration event. Logan and Frank available to man the table in shifts.
- Quick discussion about fire preparedness. Last fire in Columbia City was in 1951
- Next meeting July 28, 2026

Adjourned at 6:39

Audit Committee Meeting Minutes
City of Columbia City
February 10, 2026 – 2:30 PM

Report for Period Ending December 31, 2025

PRESENT: Rebecca Pickering, Vice Chair
Suella Kovich, Secretary
Maria Tagliavento, {New Member}
Nell Harrison, Committee Member

ABSENT: Rob Forman, Committee Member

The meeting was called to order at 2:30 PM by Vice Chair, Rebecca Pickering.

The committee welcomed new member, Maria Tagliavento, to the Audit Committee.

The September 17, 2025 minutes were read and accepted: Motion made by Rebecca Pickering, 2nd by Nell Harrison, and approved unanimously.

New Business: Election of Officers

- Rebecca Pickering, nominated for Chair by Suella Kovich, 2nd by Nell Harrison
- Rob Forman, nominated for Vice Chair by Rebecca Pickering, 2nd by Maria Tagliavento
- Suella Kovich, nominated for Secretary by Rebecca Pickering, 2nd by Nell Harrison

All nominees elected unanimously.

Kim Karber, City Administrator, reviewed the expenditure that was more than \$1500 over budget in the Expense vs Budget report as required by the Audit Committee.

The committee reviewed the **Annual Financial Report** for the year ending June 30, 2025, prepared by Umpqua Valley Financial, and verified the auditors' opinion statement found no issues to report.

The committee has one outstanding question from the **Annual Financial Report** regarding the transfer of fund balances from the previous year's audit from Pauly, Rogers and Co., P.C. Kim Karber is reviewing this item with the auditors.

The committee asked Kim Karber, City Administrator, for an opinion of the auditing firm's quality of work and responsiveness to the cities' needs during the audit, as this was the first year for Umpqua Valley Financial to audit Columbia City's financial records. She reported a positive and favorable opinion.

The committee reviewed the financial reports provided, along with 15 checks and supporting documentation. No concerns were noted.

The meeting adjourned at 4:56 pm.

The next meeting will be held on Tuesday, August 18th at 4:00 pm.

Minutes taken by Suella Kovich, Secretary.



Oregon

Tina Kotek, Governor

Department of Transportation
Statewide Investments Section
355 Capitol St. NE, MS 21
Salem, Oregon 97301-4178
Phone: (503) 602-0494

July 27, 2026

Micah Rogers
City of Columbia City
PO Box 189
Columbia City, Oregon 97018

Subject: 2026 Small City Allotment Program Awards

Dear Micah,

In accordance with ORS 366.805 and the recommendation of the Small City Allotment Advisory Committee, I am pleased to announce that the project submitted by the City of Columbia City was one of 23 selected to be funded. ODOT received 76 applications requesting a total of \$17,112,805; with funding limited to \$5,513,000 it made for a very competitive selection process.

The SCA award for your project is \$244,050.

Next Steps: In the coming weeks ODOT will begin developing the grant agreements. The project descriptions will be based on the information you provided within the application and supporting documents. When the agreement is presented to the city for signature(s) it is important that the project description is carefully reviewed and any request for changes brought to our attention. It is important to remember that projects are awarded via a competitive process, and you will be expected to deliver the project described within the application. Only minor changes will be allowed. Once agreements have been executed, changes must be requested in writing, approved by ODOT and an executed amendment in place, prior to being implemented.

Be advised that only expenses incurred after Notice to Proceed has been issued will be eligible for reimbursement.

It is our recommendation that you familiarize yourself with the program rules by reading the [Guidelines for Grantees](#) document.

Your participation in the program is appreciated, and we look forward to seeing your completed project. If you have questions regarding the SCA program, please contact me at SmallCityAllotments@odot.oregon.gov.

Best regards,

Deanna Edgar

Deanna Edgar
Statewide Investments Section Program Analyst
Encl: 2026 Small City Allotment Awards

**GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
SMALL CITY ALLOTMENT PROGRAM (SCA)**

Project Name: Pavement Improvements

This Grant Agreement ("Agreement") is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation ("ODOT"), and City of Columbia City acting by and through its Governing Body, ("Recipient"), both referred to individually or collectively as "Party" or "Parties."

- 1. Authority.** By the authority granted in Oregon Revised Statute (ORS) 190.110, a state agency may enter into agreements with units of local government, Oregon state agencies, the United States or with a United States governmental agency, or with an American Indian tribe or an agency of an American Indian tribe for the performance of any or all functions and activities that state agency, its officers, or agents have the authority to perform.
- 2. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the "Effective Date"). The availability of Grant Funds (as defined in Section 3) shall end two (2) years after the Effective Date (the "Availability Termination Date").
- 3. Agreement Documents.** This Agreement consists of this document and the following documents, which are attached hereto and incorporated by reference:
 - a. Exhibit A: **Project Description**
 - b. Exhibit B: **Recipient Requirements**
 - c. Exhibit C: **Contractor Insurance Requirements**

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 comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; and Exhibit C.

- 4. Project Cost; Grant Funds.** The total estimated Project cost is \$244,050. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$244,050 (the "Grant Funds"). Recipient will be responsible for all Project costs not covered by the Grant Funds.
- 5. Project.**
 - a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to **Subsection 5.c.**

b. Eligible Costs. Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement ("Eligible Costs").

i. Eligible Costs are actual costs of Recipient to the extent those costs are:

A. reasonable, necessary and directly used for the Project;

B. permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and

C. eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.

ii. Eligible Costs do NOT include:

A. operating and working capital or operating expenditures charged to the Project by Recipient;

B. loans or grants to be made to third parties;

C. any expenditures incurred before the Effective Date or after the Availability Termination Date;

D. costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;

E. right of way costs;

F. costs to adjust, reconstruct or relocate utilities; or

G. equipment, tools, or materials that could be used beyond the scope of the Project.

c. Project Change Procedures.

i. If Recipient anticipates a change in scope or Availability Termination Date, Recipient shall submit a written request to the ODOT Program Manager at SmallCityAllotments@odot.oregon.gov.

ii. Recipient shall not proceed with any changes to scope or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT's approval of a Recipient's request for change. A request for change may be rejected at the sole discretion of ODOT.

6. Reimbursement Process.

a. No later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs first, Recipient shall submit a reimbursement request to ODOT for the

Eligible Costs of the Project. Recipient must pay its contractors, consultants and vendors before submitting the request for reimbursement to ODOT. Recipient's failure to timely submit the request for reimbursement may result in non-payment.

- b. Recipient's reimbursement request shall be submitted on Recipient letterhead to the ODOT Program Manager at SmallCityAllotments@odot.oregon.gov. The reimbursement request must be dated and include the following information: the Agreement number, the start and end date of the billing period, an itemization of all expenses for which reimbursement is claimed, the amount of advance Grant Funds received to date (if applicable), and the requested reimbursement amount. Documentation supporting Eligible Costs must be provided with the request for reimbursement.
- c. Upon ODOT's receipt of the reimbursement request, ODOT will conduct a final on-site review of the Project. ODOT will withhold payment of the reimbursement request until the Small City Allotment Program Manager, or designee, has completed the final review and accepted the Project as complete.
- d. Within forty-five (45) days of ODOT's approval of the reimbursement request, ODOT shall reimburse Recipient for Eligible Costs up to the Grant Funds amount.
- e. Upon written request by Recipient, ODOT may advance up to 50% of the Grant Funds to Recipient before Project completion. If ODOT advances any Grant Funds to Recipient under this subsection, then, upon Project completion and final project acceptance by ODOT, ODOT will reimburse Recipient for Eligible Costs up to the remaining amount of available Grant Funds pursuant to **Subsection 5.b**.
- f. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in **Section 7** are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- g. Recovery of Grant Funds.
 - i. Recovery of Misexpended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to ODOT. Recipient shall return all Misexpended Funds to ODOT no later than fifteen (15) days after ODOT's written demand for the same.

Recovery of Grant Funds upon Termination. If this Agreement is terminated under any of **Subsections 12.b.i, 12.b.ii, 12.b.iii or 12.b.vi**, Recipient shall return to ODOT all Grant Funds disbursed to Recipient within 15 days after ODOT's written demand for the same.

7. Representations and Warranties of Recipient. Recipient represents and warrants to ODOT as follows:

- a. Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors or potential contractors. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- e. Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

The warranties set forth in this **Section 7** are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, as

well as generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations, if applicable. Recipient shall ensure that each of its contractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.

- b. Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.
- c. Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.
- d.** This **Section 8** shall survive any expiration or termination of this Agreement.

9. Recipient Contract and Procurements.

Recipient may enter into contracts with contractors for performance of the Project. If Recipient enters into a contract, Recipient agrees to comply with the following:

a. Contracts.

- i.** All contracts must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the contract(s). Use of a contract does not relieve Recipient of its responsibilities under this Agreement.
- ii.** Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third-party beneficiary of Recipient's contract with the contractor.
- iii.** Recipient shall require its construction contractor to submit a performance bond and payment bond to Recipient for an amount equal to or greater than the estimated cost of the construction contract price. Recipient shall require its construction contractor to name ODOT as an additional or dual obligee on construction contractor's performance and payment bonds.
- iv.** Recipient shall provide ODOT with a copy of any signed contracts, as well as any other purchasing or contracting documentation, upon ODOT's request at any time. This subparagraph shall survive expiration or termination of this Agreement.

- v. Recipient must report to ODOT any material breach of a term or condition of a contract within ten (10) days of Recipient discovering the breach.

b. Contract Indemnification.

- i. *Recipient's contract(s) shall require the other party to such contract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save, and hold harmless State of Oregon, the Oregon Transportation Commission and its members, and the Oregon Department of Transportation, and its officers, agents and employees, from and against any and all claims, suits, actions, liabilities, damages, losses, cost, and expenses, including attorneys' fees, of any nature whatsoever resulting from, arising out of or relating to, in whole or in part, the negligent or willful acts or omissions of the other party to Recipient's contract or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's contract(s) from and against any and all Claims.*
- ii. Any such indemnification shall also provide that neither Recipient's contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's contractor(s) or subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's contractor is prohibited from defending the State, or that Recipient's contractor is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's contractor if the State of Oregon elects to assume its own defense.
- iii. Recipient shall include provisions in each of its contracts requiring its contractor(s) to comply with the indemnification requirements within this Contract Indemnification section.

c. Contractor Insurance.

- i. Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient shall perform a risk assessment for the work to be performed under its contract(s) and may specify insurance requirements for its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify that each of its contractor(s) meet the minimum insurance requirements in Exhibit C.
- ii. Recipient shall require its contractor(s) to require and verify that all contractors carry insurance coverage deemed appropriate based on the risks of the contracted work.
- iii. Recipient shall include provisions in each of its contracts requiring its contractor(s) to comply with the insurance requirements within this Contract Insurance section.

- d. Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:
 - i.** All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
 - ii.** All procurement transactions are conducted in a manner providing full and open competition.
- 10. Self-Performing Work.** Recipient must receive prior approval from Program Manager for any self-performing work.
- 11. Conflicts of Interest.**
 - i.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

12. Termination

- a. Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
 - i.** If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
 - ii.** If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
 - iii.** If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of ten (10) calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
 - iv.** If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
 - v.** If Federal or State laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - vi.** If the Project would not produce results commensurate with the further expenditure of funds.

- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

13. GENERAL PROVISIONS

a. Contribution and Contract-Related Indemnification.

- i. For purposes of this **Section 13.a.**, the term "ODOT" means "the State of Oregon, the Oregon Transportation Commission, the Oregon Department of Transportation, and their respective officers, members, agents, and employees."

- ii. **Contribution.**

- 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 Claim") against ODOT or Recipient with respect to which the 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. Each 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense, and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- B. Except as otherwise provided in **Section 13.iii.** below, with respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT 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 Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient 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 ODOT on the one hand and of Recipient 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. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

C. Except as otherwise provided in **Section 13.iii.** below, with respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient 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 ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT 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 Recipient on the one hand and of ODOT 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

iii. Contract-Related Indemnification. Notwithstanding **Subsection 13.a.ii.**, and subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:

Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold ODOT harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

iv. This **Section 13.a.** shall survive expiration or termination of this Agreement.

- b. Insurance; Workers' Compensation and Employer's Liability.** All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability insurance with limits not less than \$500,000 each accident. Recipient shall ensure that each of its subrecipient(s) or contractor(s) complies with these requirements.
- c. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

- f. No Third-Party Beneficiaries.** ODOT and Recipient 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 an intended beneficiary of the terms of this Agreement.
- g. 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, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact or Program Manager at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this **Section 13.g.** Any communication or notice personally delivered shall be deemed to be given when actually delivered. 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 ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT 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.
- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. 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. 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.
- i. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.
- j. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of

performing the Project. Recipient acknowledges and agrees that Recipient is not an “officer”, “employee”, or “agent” of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

- k. 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.
- l. Counterparts.** This Agreement may be executed in two or more counterparts, 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.
- m. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- n. Survival.** In addition to sections of this Agreement specifically so designated, sections 6(g) (Recovery of Grant Funds), 13(h) (Governing Law; Consent to Jurisdiction) and 13(n) (Survival) survive expiration or termination of this Agreement.
- o. Electronic Signatures.** Signatures showing on PDF documents, including but not limited to PDF copies of the Agreement, Work Orders, and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

THE PARTIES, by execution of this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Project was approved on July 27, 2026, by the Strategic Investment Management Section Manager.

Signature Page to Follow

ODOT/Recipient
Agreement No. SCA26-05

Recipient, by and through its Governing Body

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

LEGAL REVIEW APPROVAL
(If required in Recipient's process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Micah Rogers, Public Works Superintendent
PO Box 189
Columbia City, OR 97018-8744
(503) 366-0454
mrogers@columbia-city.org

SCA Program Manager:

Deanna Edgar
355 Capitol St. NE, MS 21
Salem, OR 97301-4178
(503) 602-0494
smallcityallotments@odot.oregon.gov

STATE OF OREGON, by and through its
Department of Transportation

By _____
Statewide Investments Management Section
Manager

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
Program Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(For funding over \$250,000)

By N/A _____
Assistant Attorney General

Date _____

EXHIBIT A

Project Description

Agreement No. SCA26-05

Project Name: Pavement Improvements

A. PROJECT DESCRIPTION

Project includes milling the existing surface at the intersections, driveways and along the curb & gutters followed by an asphalt overlay at the following locations:

1st Street from E to I Street

E Street from The Strand to Second Street

2nd Place from I to L Street

J Street from 2nd Street to 2nd Place

K Street from 2nd Street to 2nd Place

C Street from 5th Street to 6th Street

Calvin Street from 6th Street to dead-end

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Paragraph 5.

EXHIBIT B

Recipient Requirements

1. Prevailing Wages and Labor Standards
 - 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 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.
 - c. 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 ODOT.
 - d. 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).
 - e. These laws, rules, regulations and orders are incorporated by reference in this Agreement to the extent required by law.
2. Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.
3. Recipient shall, at its own expense, maintain, operate and provide power to the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of the Project is defined as ten (10) years from its completion date (the "Project Useful Life"). At the conclusion of the Project Useful Life, Recipient and ODOT shall negotiate any additional maintenance obligations for any features installed on ODOT's right of way. If the Parties are unable to come to a consensus regarding additional maintenance obligations, Recipient shall remove all features installed on ODOT's right of way and restore ODOT's right of way to its previous condition at no expense to ODOT. This paragraph shall survive the expiration or termination of this Agreement.
4. Recipient shall maintain 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 for constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.

5. Americans with Disabilities Act Compliance

- a. State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):
- i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. During Project Construction, Recipient must have a contractor with an active ODOT ADA Contractor Certification directly supervise any construction or alteration of curb ramps. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>
 - iv. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Recipient and prior to release of any Recipient contractor.
 - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least ten (10) days prior to the start of construction.
- b. Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process,

ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.

- iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
- iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Paragraph 5 shall survive termination of this Agreement.

6. Work Performed within ODOT's Right of Way

- a. For all improvements within ODOT's right of way, Recipient shall design all work in accordance with the standards specified in the current *ODOT Highway Design Manual* <https://www.oregon.gov/ODOT/Engineering/Pages/Hwy-Design-Manual.aspx> and related references. Construction plans for such projects shall be in conformance with standard practices of the State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current ODOT drafting manuals.

- b. Prior to advertising the Project for bid, for all improvements within ODOT's right of way, Recipient must receive written approval of the Project's plans and specifications from ODOT's Roadway Engineering Section, in the Engineering and Technical Services Branch. This Agreement is not ODOT's approval of the plans or specifications.
- c. In addition to ODOT's approval of the plans and specifications and prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, written permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- d. Pursuant to OAR 734-020-0430, Recipient shall obtain written approval from the State Traffic Engineer prior to the design, construction, or removal of any traffic signal, traffic control device, or illumination to be installed on a state highway. An engineering study may be required for approval. See *ODOT's Traffic Manual* for the approval process. This Agreement is not the State Traffic Engineer's written approval.
- e. Recipient and ODOT shall have an executed maintenance and operations agreement to cover obligations for any signaling devices being installed on a state highway for this Project. This agreement must be in effect prior to receiving design approval from ODOT. Traffic signals on a state highway must be designed per the current edition of ODOT's *Traffic Signal Design Manual*.
- f. Electrical inspectors used by Recipient or its contractor(s), shall possess a current State Certified Traffic Signal Inspector certificate in order to inspect electrical installations on state highways.
- g. ODOT will, at no cost to the Project, perform signal equipment environmental testing. For ODOT-owned or ODOT-maintained signals, ODOT will, at no cost to the Project, perform the signal field testing and turn-on. Traffic signal timing for ODOT-owned and ODOT-operated signals shall be the responsibility of ODOT, unless there is an agreement that specifically allows Recipient to perform that function.
- h. Recipient shall ensure that all work involving pedestrian-activated signals performed under this Agreement, including maintenance activities, complies with ODOT's ADA standards. Recipient shall ensure that all traffic signals, illumination poles, and foundations installed on a state highway conform to State's standards, pursuant to the versions of ODOT's Traffic Structures Design Manual and Geotechnical Design Manual in effect at the time the work is conducted.

7. General Standards

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

8. Land Use Decisions

- a. Recipient shall obtain all permits, "land use decisions" as that term is defined by ORS 197.015(1) (2020), and any other approvals necessary for Recipient to complete the Project by the Project

completion deadline identified in Exhibit A (each a “Land Use Decision” and collectively, “Land Use Decisions”).

- b. If at any time before the Availability Termination Date identified in **Section 1** of this Agreement ODOT concludes, in its sole discretion, that Recipient is unlikely to obtain one or more Land Use Decisions before the Availability Termination Date, ODOT may (i) suspend the further disbursement of Grant Funds upon written notice to Recipient (a “Disbursement Suspension”) and (ii) exercise any of its other rights and remedies under this Agreement, including, without limitation, terminating the Agreement and recovering all Grant Funds previously disbursed to Recipient.
- c. If after a Disbursement Suspension ODOT concludes, in its sole discretion and based upon additional information or events, that Recipient is likely to timely obtain the Land Use Decision or Decisions that triggered the Disbursement Suspension, ODOT will recommence disbursing Grant Funds as otherwise provided in this Agreement.
- d. This Section 8 is in addition to, and not in lieu of, ODOT’s rights and remedies under **Subsection 6.g** (“Recovery of Grant Funds”) of this Agreement.

9. Website

Recipient shall provide ODOT a link to any website created about the Project identified in Exhibit A before any costs being considered eligible for reimbursement. Recipient shall notify the ODOT Contact or Program Manager in writing when the link changes during the term of this Grant Agreement.

EXHIBIT C

Contractor Insurance Requirements

1. GENERAL.

- a. Recipient shall require in its contracts with entities that are not units of local government as defined in ORS 190.003 (if any) that its subrecipients or contractors ("contractor"): i) obtain insurance specified in this Exhibit 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 Recipient. Recipient shall not authorize work to begin under contracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the contract permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a contract when Recipient is aware that the contractor is not in compliance with the insurance requirements. All references to "contractor" in this Exhibit refer to Recipient's contractor(s) as identified in this Paragraph 1.a.
- b. The insurance specified below is a minimum requirement that the Recipient shall require each of its contractors to meet, and shall include such requirement in each of Recipient's contracts with its contractors. Recipient may determine insurance types and amounts in excess of the minimum requirement as deemed appropriate based on the risks of the work outlined within the contract.
- c. Recipient shall require each of its contractors to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Recipient's contractors shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing services related to the subcontractor contract(s).

2. TYPES AND AMOUNTS.

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.

All employers, including Recipient's contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability insurance with limits not less than \$500,000 each accident. **Recipient's contractors shall require compliance with these requirements in each of their subcontractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Recipient's contractors shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

Amounts below are a minimum requirement as determined by ODOT:

Prime construction contractor:

Coverage shall be written on an occurrence basis in an amount of not less than
☒ \$1,000,000 ☐ \$2,000,000 ☐ \$5,000,000 per occurrence.

Annual aggregate limit shall not be less than ☒ \$2,000,000 ☐ \$4,000,000
☐ \$10,000,000.

Other contractor(s):

Coverage shall be written on an occurrence basis in an amount of not less than
\$1,000,000 per occurrence.

Annual aggregate limit shall not be less than \$2,000,000.

c. AUTOMOBILE LIABILITY.

Automobile Liability insurance covering business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

d. EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability insurance may be used to meet the minimum required limits of insurance. If any Excess/Umbrella Liability policies are in place, they must be on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance.

e. ADDITIONAL INSURED.

The liability coverages, except Professional Liability and Workers' Compensation/Employer's Liability, if included, must endorse the "State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees" as an endorsed Additional Insured but only with respect to the contractor's activities to be performed under the contract. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations.

Additional Insured Endorsements shall be submitted with the certificate(s) of insurance and must be acceptable to the Recipient.

f. "TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as Professional Liability insurance or Pollution Liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the contract, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all services required under the contract or, (ii) the expiration of all warranty periods provided under the contract. Notwithstanding the foregoing twenty-four (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 twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

3. NOTICE OF CANCELLATION OR CHANGE.

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

4. CERTIFICATE(S) OF INSURANCE.

Recipient 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 endorse: i) "State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees" as an **endorsed** Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and noncontributory with any other insurance and self-insurance, with exception of Professional Liability and Workers' Compensation/Employer's Liability.

The Recipient shall immediately notify ODOT of any change in insurance coverage.