



PORT COMMISSION WORK SESSION

100 E STREET, COLUMBIA CITY, OR 97018

March 26, 2025

8:30 A.M.

The Port of Columbia County Commission Meeting will be in person. In accordance with state law, the meeting will be accessible via telephone or Zoom. Members of the public may attend the meeting electronically by:

<https://us02web.zoom.us/j/87845858698>

Call-In: (253) 205-0468

Meeting ID: 878 4585 8698

Passcode: 873270

I. CALL MEETING TO ORDER (President, Brian Fawcett)

- A. Flag Salute
- B. Roll Call

II. ADDITIONS TO AGENDA

III. CONSENT AGENDA (Items marked with an asterisk (*) are adopted by a single motion unless a Commissioner requests otherwise.)

- A. *Approval of Minutes: February 12, 2025
- B. *Finance Report: March 2025
- C. *Approval of February Check Register and electronic payments in the total amount of \$1,085,797.53.

IV. COMMENTS FROM THE PUBLIC

(Limited to 2 min. per person unless prior authorization is obtained)

V. NEW BUSINESS

A. FY26 Capital Budget Priorities

Guy Glenn Jr

Staff Report

B. Resolution 2025-05:

Elliot Levin

Connect Oregon Approval

Staff Report and Resolution

Contract



VI. EXECUTIVE DIRECTOR'S REPORT

VII. COMMISSIONER REPORTS

VIII. ADJOURNMENT

Upcoming Meetings & Events

Mar. 31	5:00 p.m.	Scappoose Airport Advisory Committee Mtg
Apr. 9	8:30am	Commission Meeting
Apr. 23	TBD	Commission Work Session
May 6	5:30 p.m.	Scappoose Bay Marina Advisory Committee Mtg

Agenda times and order of items listed are estimated and are subject to change without notice. This facility is ADA-accessible. If you need special accommodation, please contact the Port office at (503) 397-2888 or TTY (800) 735-1232, at least 48 hours before the meeting.

Pursuant to ORS 192.640 (1), the Port of Columbia County Commission reserves the right to consider and discuss, in either Open Session or Executive Session, additional subjects which may arise after the agenda is published.



COMMISSION MEETING MINUTES
FEBRUARY 12, 2025
100 E. STREET
COLUMBIA CITY, OREGON 97018

The Port of Columbia County held a Board meeting at 8:30 a.m. on Wednesday, February 12, 2025 at the Port office via Zoom (*) video conferencing with the following people present:

Commissioners

Brian Fawcett	President
Chip Bubl	Vice President
Nancy Ward	2nd Vice President
Nick Sorber	Treasurer
Robert Keyser	Secretary

Guests

Natasha Parvey	NXT Clean Fuels
Neil Maunu	PNWA
Patrick Harbison	PNWA
Jan Schollenberger	Columbia City Resident
Kim Karber	Columbia City Administrator
KJ Lewis*	
Bob Gadotti*	Scappoose
Alta Lynch*	Scappoose
Annon*	

Staff

Sean P. Clark	Executive Director
Amy Bynum*	Deputy Executive Director
Bob Salisbury	Port General Counsel
Guy Glenn, Jr.	Executive Finance Manager
Miriam House*	Operations Manager
Elliot Levin	North County Ops. & Terminal Mgr.
Gina Sisco	Comm. & External Affairs Mgr.
Elizabeth Millager	Property Manager
Lacey Tolles	Airport Manager
Noelle Linden	Administrative Assistant
Christa Burns*	Administrative Assistant II
Sydell Cotton*	Assistant Finance Manager

President Brian Fawcett called the Port of Columbia County Commission Meeting to order at 8:30 a.m. All Commissioners were present.

Additions To Agenda

Brian Fawcett asked the Commission if there were any additions to the agenda. There were no additions.

Consent Agenda

Nancy Ward moved; Chib Bubl seconded a motion to adopt consent agenda items A, B, and C: January 15, 2025 Minutes, February 2025 Finance Report, and January 2025 Check Register and electronic payments in the total amount of \$1,380,955.52. Robert Keyser abstained due to a conflict of interest. Motion carried, 4-0.

Comments From the Public

Neil Maunu and Patrick Harbison from the Pacific Northwest Waterways Association (PNWA) gave a brief overview of the Inland Ports Navigation Group (IPNG). The IPNG consists of thirty-one public and private organizations across Idaho, Oregon, and Washington. Mr. Harbison stated that the mission of the INPG is to protect inland navigation, hydropower and irrigation on the Columbia Snake River system while maintaining a healthy environment and robust fish runs throughout the Northwest. Mr. Maunu highlighted the PNWA's history of success in litigation and advocacy, particularly in the lower Snake River dam challenges. They emphasized the importance of maintaining the four lower Snake River dams, and the need to support river navigation and advocate for healthy river systems. A brief conversation was held on the Columbia River Treaty, Snake River dredging, and the potential impact of tariffs on Canada. The Commission discussed membership fees for INPG and approved payment of the \$10,000 annual fee, which is within Mr. Clark's signing authority. The Commission thanked Mr. Maunu and Mr. Harbison for the work they do with PNWA and IPNG.



Old Business

Marina Update

Property Manager Elizabeth Millager provided information on the Bayport RV Park dump station and pointed out that the Port has incurred higher expenses due to misuse of the facility. There has been an increase in non-recreational vehicles using the facility at the Port's expense. Ms. Millager explained the following changes as suggested by Port staff and the Marina Advisory Committee: 1) Reduce dump station access hours from 24-hour accessibility to 9am – 6pm; 2) Allow only recreational vehicles to dump at the station; and 3) Increase the dump station user fee from \$15 to \$25. Ms. Millager noted that the dump station fee has not changed since 2021. Port staff recommend these changes be made effective March 1, 2025. The Commission held a brief discussion on the proposed changes and decided that March 1 is too soon to raise fees. Ms. Ward expressed her concern about giving fair notice to the public before increasing fees and making changes to the hours of availability. Commissioners agreed that these changes are necessary and would like staff to do more research before implementing them. They would like staff to consider the dump station operating hours, staff monitoring, automation of power to the facility, and seasonal timer options. Ms. Millager said staff will investigate these options and further information will be provided during a future Marina Update.

Airport Update

Airport Manager Lacey Tolles stated that there was no Airport Update and there are no pending through the fence applications.

Lignetics/Neighbors Update

Port Executive Director Sean P. Clark provided an update on the cyclone scrubber project at the Lignetics pellet plant. Mr. Clark reported that on January 31, 2025, he received an email from Lignetics VP of Operations, Mike Sale, which stated that their Permit to Construct was approved last week by Oregon DEQ. The equipment has been designed and fabricated and is ready to be installed once the new foundations are in place. The plant will be down for three weeks starting March 17, and the project is expected to be completed by Summer 2025. Deputy Director Amy Bynum announced that the Columbia River PUD has awarded a \$10,000 economic development grant to go toward the transformer upgrade on site. Columbia City resident Jan Schollenberger said she is pleased with the progress and looking forward to this summer.

New Business

Resolution 2025-02

EXECUTIVE SESSION NEWS MEDIA ATTENDANCE POLICY

Port General Counsel Bob Salisbury introduced a new policy regarding news media attendance in executive sessions. Mr. Salisbury explained that anyone can attend open session public meetings. However, executive sessions where legal strategy and other confidential matters are discussed are closed to the public, but news media representatives can attend if certain requirements are met. This Resolution establishes a fair process for determining whether someone is a representative of the news media. The policy is not made to limit access to executive sessions for news media, but to ensure that actual news media attend. Based on guidance from the Oregon Public Meetings Law and the Oregon Attorney General, Mr. Salisbury gave a definition of a representative of the news media as, "an entity formally organized for the purpose of regularly and continuously gathering and disseminating news to the public." An application process for determining whether someone qualifies as a representative of the news media will also be included in the policy. The Commission held a brief discussion and noted that more news media attended before the pandemic. Ms. Ward inquired about local radio news station KOHI, specifically Marty Rowe, being added to the Resolution. Mr. Salisbury confirmed that the Columbia County Spotlight and Marty Rowe with KOHI are listed in the Resolution as eligible to attend. Any other entities would need to go through the application process to determine whether they are recognized as a news media organization.



Nancy Ward moved; Nick Sorber seconded a motion to adopt Resolution 2025-02. Motion carried unanimously, 5-0.

Resolution 2025-03

U.S. DEPARTMENT OF TRANSPORTATION PROTECT GRANT APPROVAL

North County Operations & Terminal Manager Elliot Levin presented Resolution 2025-03 authorizing the Port to apply for and set aside matching funds for a U.S. Department of Transportation PROTECT (Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation) discretionary grant program. PROTECT grants are used to improve the resilience of existing surface transportation assets to withstand natural disasters including earthquakes. Mr. Levin displayed an updated depiction of the Beaver Dock seismic resilience project in a preliminary high-level design which showed the upstream approach connecting Berth 1 to the shore. He stated that many of the key elements of Berth 1 have already been improved. The depiction also showed the new pipe bridge, parallel to the downstream approach, which connects Berth 2 to the shore. Mr. Levin said the purpose of this plan is to: 1) extend the pipe bridge to Berth 1, thereby removing the product lines from the dock; 2) replace the unimproved areas of Berth 1; and 3) demolish and replace Berth 2. Over the last few weeks, the Port has been working with KPFF Consulting Engineers to develop a rough estimate of the project's cost to quantify the grant request. The estimate revealed that the cost of the project had outgrown the potential grant award and the Port's ability to meet its 20% match obligation. Therefore, the Port split the cost of the project between the two berths. Next, Mr. Levin displayed the estimates of the various components of the project, indicating how they were split between the berths. The Port is applying for funds to extend the new pipe bridge to Berth 1 and to replace the unimproved areas of Berth 1. The summary of cost is based on the Pipe bridge extension and Berth 1 improvements. Mr. Levin pointed out that the estimates are not interchangeable and have varied over time as implementation options were being considered. The Resolution will be included in the grant application, so it is important that it includes enough for the 20% match obligation of the ultimate grant request. Lastly, Mr. Levin displayed a slide showing the source of the funds that can be used to meet the Port's 20% match obligation. He noted that these figures have been adjusted to reflect the cost of the pipe bridge extension and Berth 1. Mr. Levin and Port staff recommend the approval of Resolution 2025-03 authorizing staff to proceed with the PROTECT grant application and setting aside up to \$8.5 million for the Port's match.

Nick Sorber moved; Robert Keyser seconded a Motion to adopt Resolution 2025-03. Motion carried unanimously, 5-0.

Resolution 2025-04

PUBLIC RECORDS POLICY

Mr. Salisbury stated that the Port's current Public Records Policy was drafted in 2008, and many aspects of the Oregon Public Records Law have changed. This new policy establishes three levels of requests to be transparent and help provide accurate records to the public in a reasonable amount of time. The levels of requests are as follows:

- Level 1 requests are not considered public records requests, so they are not subject to any fees. Records that can be found on the Port website, for example, do not require a public records request.
- Level 2 requests can be fulfilled in less than thirty minutes and no charge for staff time will be assessed.
- Level 3 requests take more than thirty minutes to fulfill and are subject to charges. They may require extensive research, compilation of records or legal review.



This policy ensures that all requests for public records are responded to in a lawful and timely manner that honors the rights and obligations of both the public and the Port. Commissioner Ward asked how many public records requests the Port receives per month. Mr. Salisbury responded that the Port does not receive very many, less than one per month. Mr. Fawcett said the Resolution was well written and he appreciates it being in the public interest.

Robert Keyser moved; Nick Sorber seconded a motion to adopt Resolution 2025-04. The motion carried unanimously, 5-0.

Executive Director's Report

Executive Director Sean P. Clark reported that the Port has been working with a local Human Resources Consultant on a scope of work and a potential Professional Services Agreement. Mr. Clark said there have been a lot of meetings around the Beaver Dock Seismic Resilience Project and commended the Port Grant team - Gina Sisco, Lacey Tolles and Elliot Levin - for their work on the PROTECT grant application. Mr. Clark, along with Commissioners Ward and Fawcett, attended the Special Districts Association of Oregon (SDAO) Annual Conference in Bend last weekend. Mr. Clark and Commissioner Fawcett also met with Paul Vogel from the Columbia Economic Team (CET) on Monday February 10. Mr. Clark, Commissioner Fawcett and Commissioner Bubl participated in a discussion with the consultants from BST Associates regarding the Marina study. Mr. Clark stated that he will attend the Columbia Pacific Economic Development District (COL-PAC) and NW Oregon Economic Alliance (NOEA) meetings virtually due to weather conditions. The Oregon Public Ports Association (OPPA) Legislative Committee meeting is on February 14. Mr. Clark mentioned the local upcoming Town Hall Meetings with Ron Wyden at the Scappoose Middle School on February 15 and Senator Bonamici on February 19 and Jeff Merkley on February 22 in Clatskanie. He will be attending the Mission to Washington D.C. from March 9-13 and encouraged Commissioners to let him know if they would like to join. Department Reports will be sent out on Fridays before each regular Commission Meeting. The March 12 Commission meeting has been rescheduled for March 5 and there will be a Commission Work Session on March 26 to discuss the budget. The Port office will be closed on Monday, February 17 in observance of President's Day.

Commissioner Reports

Nancy Ward stated that she was impressed with the SDAO presentations and the many heroes in our county. Ms. Ward said she has been having discussions about grants and that she enjoyed the marina meeting with the BST consultants and looks forward to that report.

Chip Bubl reported that he also attended the BST Marina Study meeting yesterday with Commissioner Fawcett and Mr. Clark.

Nick Sorber said he was part of the BST Marina Study as well, and that he was out of town for the meeting last Monday. Mr. Sorber, Ms. Bynum, and Mr. Clark are looking for a suitor for some Port property. He also expressed his appreciation to Port staff for their grant work.

Robert Keyser reported that the Clatskanie Rural Fire District will make a decision shortly regarding the Clatskanie School building. He will have an update soon.

Brian Fawcett echoed the previous comments on the BST Marina Study interviews and stated that he is looking forward to seeing more data. He noted the cost struggles with dredging. Mr. Fawcett also said the SDAO conference was excellent, and he enjoyed networking and hearing about the legislative updates. Mr. Fawcett recommends the Port move forward with the IPNG membership if it is within Mr. Clark's signing authority. Mr. Clark confirmed that the buy-in is \$10,000 per year for membership. Mr. Fawcett will attend the Rainier Annual Chamber of Commerce meeting tomorrow morning at 8:30am pending weather conditions.



Executive Session

The Board held an Executive Session to consider exempt public records, including written legal advice from Port General Counsel, which is privileged under ORS 40.225 and exempt from disclosure under ORS 192.355(9)(a) and ORS 192.660(2)(f).

**THERE BEING NO FURTHER BUSINESS BEFORE THE COMMISSION, THE MEETING
ADJOURNED AT 10:34 A.M.**

President

March 26, 2025
Date Adopted

Secretary



STAFF REPORT

DATE: March 26, 2025
TO: Port Commission Board
FROM: Guy Glenn
Executive Finance Manager

Finance Report

RE: February 2025 Financial Update

Discussion:

Income Statement and Check Register: The February Preliminary Income Statement, February 28th Balance Sheet and February check register are attached for your reference.

Please review the notes on the preliminary income statement.

Cash and Investments as of February 28, 2025: \$ 14,457,657.74

- BMO - \$ 114,230.21
- LGIP - \$ 9,605,818.77
- LGIP - \$ 2,518,158.43
- LGIP - \$ 2,219,450.33

Checks and electronic payments issued in February of 2025 total: \$1,085,797.53

February Highlights:

- FY26 Finance and Budget Prep
- Marina Study Coordination
- A/P Process Enhancements
- Annual Insurance Process Completed

Port of Columbia County

Income Statement for the period ending February 28, 2025

	Current	Yr To Date	Annual	%	Prior YTD	Increase
	Actual	Actual	Budget	Remaining	Actual	(Decrease)
Resources						
Property Taxes	15	148	-	0.0%	8,191	(8,043)
Licenses and Permits	47,110	375,949	559,057	32.8%	373,920	2,029
Rents and Reimbursements	844,064	6,201,490	4,528,546	-36.9%	4,505,733	1,695,757
Terminal Services	84,589	413,333	730,000	43.4%	305,902	107,431
Bayport RVPark	6,305	88,216	147,860	40.3%	77,455	10,761
Parking Fees	760	70,613	-	0.0%	22,113	48,500
Launch Fees	-	-	91,000	100.0%	22,393	(22,393)
Other Marina Fees	140	2,221	5,400	58.9%	1,805	416
Grants	-	161,500	1,305,000	87.6%	299,959	(138,459)
Loan Proceeds	-	-	-	0.0%	0	-
Interest Earnings	53,150	477,047	376,757	-26.6%	319,998	157,049
InterGovernmental Income	-	-	-	0.0%	0	-
Contributions	-	-	-	0.0%	0	-
Miscellaneous Income	23,856	191,948	50,000	-283.9%	65,027	126,920
				0.0%		-
Total Resources	1,059,989	7,982,465	7,793,620	-2.4%	6,002,497	1,979,968
Requirements						
Personnel Services	217,645	1,719,986	2,906,505	40.8%	1,637,279	82,707
Materials and Services	465,718	1,603,593	3,771,568	57.5%	1,550,474	53,120
Capital Outlay	84,372	1,883,708	4,152,000	54.6%	574,071	1,309,637
Debt Service	272,758	520,421	386,742	-34.6%	669,050	(148,629)
Contingency	-	-	6,439,958	100.0%	0	-
						-
Total Requirements	1,040,492	5,727,708	17,656,773	67.6%	4,430,874	1,296,834
Change in Net Position	19,497	2,254,757				

Note: Rents & Reimbursements - includes 1.) \$1.75 million in non-recurring insurance recovery, and 2.) approximately \$1.89 million in Accts Receivable and late fees, assuming full recovery, not adjusted for any uncollectible portion. Net Position reported does not adjust for these two factors, totaling roughly \$3.64 million.

Port of Columbia County
Balance Sheet – February 28, 2025

	Feb 2025	Feb 2024
ASSETS		
Current assets		
Cash and Investment	14,510,826	9,647,774
Cash restricted for debt payments	-	1,286,285
Receivables, net of allowances	1,079,127	109,565
Prepaid Expenses	-	27,796
Total current assets	15,589,953	11,071,420
Noncurrent assets		
Capital Assets	-	-
Depreciable capital assets	64,116,527	63,908,238
Non depreciable capital assets	12,573,851	12,090,960
Accumulated depreciation	(36,265,424)	(34,062,558)
Capital assets, net	40,424,954	41,936,640
Receivables from other organizations	1,455,969	1,593,711
Total noncurrent assets	41,880,923	43,530,351
Deferred outflows of resources	285,578	285,578
Total Assets and deferred outflows	57,756,454	54,887,349
LIABILITIES AND NET POSITION		
Current liabilities		
Accounts payable	9,836	(3,851)
Accrued interest payable	90,738	77,291
Retainage Payable	-	-
Accrued payroll costs	507	-
Compensated balances	199,969	169,742
Deferred revenue	(26,998)	(108)
Deposits	421,087	681,298
Notes payable and assessment debt - current	372,072	268,196
Total current liabilities	1,067,210	1,192,568
Noncurrent liabilities		
Notes Payable	4,431,351	4,702,099
Special assessment debt with government commitment	1,310,253	1,455,970
Environmental Clean-up Liab. RR Ave	22,100,000	19,600,000
Net pension liability	865,616	865,616
Total noncurrent liabilities	28,707,220	26,623,685
Deferred inflows of resources	-	-
Net position		
Investment in capital assets, net of related debt	29,519,113	29,519,113
Unrestricted	(3,807,180)	(5,325,010)
Restricted for debt payments	-	1,286,285
Current Year Income (loss)	2,270,091	1,590,709
Total net position	27,982,024	27,071,096
Total liabilities, deferred inflows and net position	57,756,454	54,887,349

**Port of Columbia County
Vendor Register Report - February 2025**

Check No	Vendor ID	Vendor Name	Check Date	Amount	Voided
46161	ALEX001	Alexin Analytical Laboratories	2/5/2025	\$240.00	No
46162	CITY001	City of Columbia City	2/5/2025	\$258.49	No
46163	CITY005	City of Clatskanie	2/5/2025	\$81.68	No
46164	COMC001	Comcast	2/5/2025	\$102.71	No
46165	DAHL001	VASA Hldgs LLC dba	2/5/2025	\$206.66	No
46166	FINE001	Encore Business Solutions	2/5/2025	\$787.50	No
46167	MYSY001	My System Shield LLC	2/5/2025	\$3,106.00	No
46168	NORT001	Northwest Parking Equipment	2/5/2025	\$23.15	No
46169	NORW001	Norwest Engineering, Inc	2/5/2025	\$7,392.00	No
46170	PACI006	Pacific Energy Group LLC	2/5/2025	\$988.83	No
46171	PNWA001	Pacific Northwest Waterways Association	2/5/2025	\$4,270.00	No
46172	QUIL001	Staples Inc dba	2/5/2025	\$301.95	No
46173	SDIS001	SDIS	2/5/2025	\$57.30	No
46174	SHRE001	Shred Northwest, Inc	2/5/2025	\$60.00	No
46175	SOLU001	Solutions Yes, LLC	2/5/2025	\$44.00	No
46176	SUNS001	Sunset Auto Parts	2/5/2025	\$475.50	No
46177	SUPP002	SupplyWorks	2/5/2025	\$206.79	No
46178	VOYA001	Voya - State of Oregon	2/5/2025	\$4,834.00	No
46179	WARD001	Nancy Ward	2/5/2025	\$65.24	No
46180	WILC001	Wilson Oil Inc dba	2/5/2025	\$445.94	No
46181	ACEH001	Ace Hardware - St Helens	2/18/2025	\$155.69	No
46182	ACEH002	Ace Hardware - Scappoose	2/18/2025	\$147.59	No
46183	AMBI001	Ambient IT Solutions	2/18/2025	\$1,352.00	No
46184	ATTM001	AT&T Mobility	2/18/2025	\$1,032.41	No
46185	BANK001	BMO Financial Group	2/18/2025	\$11,342.99	No
46186	BLUE001	Blue Heron Septic and Drain Service	2/18/2025	\$600.00	No
46187	BSTA001	BST Associates	2/18/2025	\$6,900.00	No
46188	BUBL001	Chip Bubl	2/18/2025	\$150.00	No
46189	CENT001	CenturyLink	2/18/2025	\$245.95	No
46190	CLAR002	Sean Clark	2/18/2025	\$401.66	No
46191	CLAT006	Clatskanie Chamber of Commerce	2/18/2025	\$80.00	No
46192	COBR001	Cobra Management Services-Accrue	2/18/2025	\$95.00	No
46193	COLU016	Columbia Soil & Water Conservation Dist	2/18/2025	\$500.00	No
46194	COMC003	Comcast Business-Ethernet	2/18/2025	\$1,017.99	No
46195	CSAP001	CSA Planning Ltd.	2/18/2025	\$207.75	No
46196	CULV001	Kimberlee Culver	2/18/2025	\$135.99	No
46197	FAWC001	Brian Fawcett	2/18/2025	\$150.00	No
46198	FINE001	Encore Business Solutions	2/18/2025	\$112.50	No
46199	HUDS001	Hudson Garbage Service	2/18/2025	\$617.29	No
46200	HUDS002	Hudson Portable Toilet Service	2/18/2025	\$607.00	No
46201	KEYS001	Robert Keyser	2/18/2025	\$150.00	No
46202	KOLD001	Culligan	2/18/2025	\$51.30	No

46203	LOOPN001	LoopNet	2/18/2025	\$660.00	No
46204	OREG004	Oregon Department of State Lands	2/18/2025	\$1,300.79	No
46205	OREI001	O'Reilly Auto Enterprises LLC	2/18/2025	\$22.47	No
46206	PACI005	Pacific Office Automation	2/18/2025	\$357.00	No
46207	QUIL001	Staples Inc dba	2/18/2025	\$182.02	No
46208	SAIF001	SAIF Corp	2/18/2025	\$1,039.91	No
46209	SCAP006	Scappoose Outfitters Inc.	2/18/2025	\$130.00	No
46210	SDIS001	SDIS	2/18/2025	\$398,411.00	No
46211	SORB001	Nick Sorber	2/18/2025	\$150.00	No
46212	STEW001	Stewardship Solutions, Inc	2/18/2025	\$210.00	No
46213	WARD001	Nancy Ward	2/18/2025	\$150.00	No
46214	WAST002	Waste Management of OR, Inc.	2/18/2025	\$69.28	No
46215	ZIPL001	Ziply Fiber	2/18/2025	\$140.00	No
46216	BUSI001	Business Oregon	2/20/2025	\$42,739.79	No
46217	CENT001	CenturyLink	2/20/2025	\$103.29	No
46218	CORN003	Cornice Construction LLC	2/20/2025	\$28,666.97	No
46219	COTT001	Sydell Cotton	2/20/2025	\$50.00	No
46220	FAST002	Fast-Mat - Summit LLC	2/20/2025	\$140.00	No
46221	KPFF001	KPFF, Inc	2/20/2025	\$4,665.60	No
46222	LUKI001	Clint Lukich	2/20/2025	\$199.98	No
46223	ORKI001	Orkin LLC	2/20/2025	\$100.00	No
46224	QUIL001	Staples Inc dba	2/20/2025	\$175.13	No
46225	SALI002	Robert Salisbury	2/20/2025	\$248.64	No
46226	SCOT001	Brittany Scott	2/20/2025	\$50.00	No
46227	VOYA001	Voya - State of Oregon	2/20/2025	\$4,834.00	No
46228	WILC001	Wilson Oil Inc dba	2/20/2025	\$473.18	No
46229	COLU009	Columbia County	2/25/2025	\$230,017.86	No
46230	AMBI001	Ambient IT Solutions	2/27/2025	\$131.25	No
46231	BARE001	Bare Roots Land & Home LLC	2/27/2025	\$4,000.00	No
46232	CENT002	Century West Engineering	2/27/2025	\$45,159.38	No
46233	CENT003	CenturyLink	2/27/2025	\$54.96	No
46234	CLAT003	Clatskanie Builders Supply	2/27/2025	\$58.97	No
46235	COLU024	Rotary Club of Columbia County	2/27/2025	\$225.00	No
46236	COMC001	Comcast	2/27/2025	\$3,071.50	No
46237	COMC002	Comcast Business-Office Phones	2/27/2025	\$1,104.51	No
46238	JOHN002	Johnson Economics	2/27/2025	\$5,880.00	No
46239	JOSE001	Joseph Britton, LLC	2/27/2025	\$250.00	No
46240	PAUL001	Paulson Printing	2/27/2025	\$165.00	No
46241	PITN001	Pitney Bowes- Purchase Power	2/27/2025	\$752.83	No
46242	PORT002	Portland General Electric	2/27/2025	\$8,075.28	No
46243	SHRE001	Shred Northwest, Inc	2/27/2025	\$60.00	No
46244	SONI001	Sonitrol Pacific	2/27/2025	\$592.40	No
46245	STHE008	St. Helens Elks	2/27/2025	\$2,056.42	No

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Sub Total Check Payments

\$836,925.26

Electronic Payments - February, 2025

Bank Transactions			
2-3-25 MO Merch Bank Fee 8904	2/3/2025	\$193.15	No
2-3-25 MO Merch Bank Fee 3111	2/3/2025	\$539.18	No
2-3-25 MO Merch Bank Fee 8888	2/3/2025	\$695.27	No
2-4-25 Clat PUD Acct 4090007	2/4/2025	\$48.46	No
2-5-25 NW Natural 443228-2	2/5/2025	\$20.79	No
2-5-25 CRPUD Acct #84198	2/5/2025	\$160.33	No
2-5-25 CRPUD Acct #5621	2/5/2025	\$4,245.31	No
2-6-25 Cintas 9306867857	2/6/2025	\$216.00	No
2-6-25 The Standrd Dental Ins	2/6/2025	\$2,340.60	No
2-6-25 InstaMed/Regence HI	2/6/2025	\$32,142.59	No
2-11-25 City SH 20-05669-000	2/11/2025	\$24.10	No
2-11-25 City SH 23-05703-000	2/11/2025	\$117.24	No
2-11-25 City SH 23-05551-000	2/11/2025	\$366.54	No
2-11-25 City SH 20-05705-000	2/11/2025	\$18,896.65	No
2-12-25 City SH 02-05670-000	2/12/2025	\$171.00	No
PERS PPD 020525 PPE01102025	2/5/2025	\$10,598.34	No
PERS PPD 020525 PPE 012425	2/5/2025	\$9,787.58	No
2-18-25 HRA Claim Reimb	2/18/2025	\$1,720.62	No
PERS Correct JE 74207 OPSRP	2/5/2025	\$545.16	No
PERS Correct JE 74235	2/5/2025	\$0.01	No
2-24-25 MO Bank Fee	2/24/2025	\$614.98	No
2-25-25 NW Natural 8004	2/25/2025	\$210.17	No
2-26-25 Accrue Reimbursement	2/26/2025	\$1,117.53	No
ADP PPE 02 01 25 PPD 02 07 25	2/6/2025	\$71,809.07	No
2-14-25 ADP Payroll	2/14/2025	\$391.78	No
ADP PPE 021525 PPD 022125	2/20/2025	\$67,022.72	No
PERS PPD 022725 PPE 020725	2/26/2025	\$10,454.56	No
2-28-25 ADP Payroll Fee	2/28/2025	\$375.20	No
ACH Payments			
Clatskanie PUD	2/19/2025	16.38	No
Clatskanie PUD	2/19/2025	29.31	No
Clatskanie PUD	2/19/2025	84.09	No
Clatskanie PUD	2/19/2025	142.84	No
Clatskanie PUD	2/19/2025	242.39	No
Clatskanie PUD	2/19/2025	682.98	No
Columbia River PUD	2/27/2025	4,783.39	No
Cintas Corporation No 3	2/27/2025	56.41	No
City of Scappoose	2/18/2025	115.34	No
City of Scappoose	2/18/2025	1,864.74	No
City of Scappoose	2/18/2025	42.16	No
Oregon Department of State Lands	2/20/2025	1,018.00	No
Cintas Corporation No 3	2/27/2025	56.41	No
Cintas First Aid & Safety	2/27/2025	108.00	No
NW Natural Gas Company dba	2/27/2025	73.54	No
Columbia River PUD	2/27/2025	204.16	No
NW Natural Gas Company dba	2/27/2025	292.44	No
NW Natural Gas Company dba	2/27/2025	23.15	No
NW Natural Gas Company dba	2/27/2025	403.43	No
City of St. Helens	2/27/2025	1,405.55	No
City of St. Helens	2/27/2025	137.92	No
City of St. Helens	2/27/2025	24.10	No
City of St. Helens	2/27/2025	219.15	No
City of Scappoose	2/27/2025	114.95	No
City of Scappoose	2/27/2025	41.77	No
City of Scappoose	2/27/2025	1,864.74	No
Sub Total Electronic Payments		\$248,872.27	

Total Check and Electronic Payments \$1,085,797.53

FEBRUARY 2025

CC: BS

**PORT OF COLUMBIA COUNTY
Request for Reimbursement and Commissioner Stipend**

It is the policy of the Port of Columbia County to reimburse commissioners for legitimate expenses made or costs incurred by commissioners in the course of conducting Port business. All requests for reimbursement must include receipts or other adequate documentation. Vehicle reimbursement may be made for the use of a personal vehicle for official business only.

Commissioner WardDate of Request 02.28.2025

Date	Description	Meeting Stipend	Expense or Mileage Reimbursement				
			Miles Driven	2025 Rate	Mileage	Meals and Other	Total
02.04.2025	City-County Dinner	\$ 50.00	24	0.7000	\$ 16.80	\$ -	\$ 16.80
02.07.2025	SDAO - Bend	\$ 50.00		0.7000	\$ -		\$ -
02.08.2025	SDAO - Bend	\$ 50.00		0.7000	\$ -		\$ -
02.09.2025	SDAO - Bend	\$ 50.00		0.7000	\$ -		\$ -
02.09.2025	Marina Study / Board Meeting Prep	\$ 50.00	26	0.7000	\$ 18.20		\$ 18.20
02.12.2025	Board Meeting / Efird & Fawcett Call	\$ 50.00	26	0.7000	\$ 18.20		\$ 18.20
02.13.2025	NWACT - Zoom	\$ 50.00		0.7000	\$ -		\$ -
02.15.2025	Wyden Town Hall	\$ 50.00	5	0.7000	\$ 3.50		\$ 3.50
02.18.2025	Bonamici Town Hall	\$ 50.00	85	0.7000	\$ 59.50		\$ 59.50
02.19.2025	PNWA Webinar	\$ 50.00		0.7000	\$ -		\$ -
02.20.2025	Scappoose EDC	\$ 50.00	5	0.7000	\$ 3.50		\$ 3.50
02.25.2025	Merkley Town Hall	\$ 50.00	85	0.7000	\$ 59.50		\$ 59.50
February	Misc phone calls	\$ 50.00		0.7000	\$ -		\$ -
				0.7000	\$ -		\$ -
				0.7000	\$ -		\$ -
				0.7000	\$ -		\$ -
				0.7000	\$ -		\$ -
TOTAL REQUESTED REIMBURSEMENT		\$ 650.00			\$ 179.20	\$ -	\$ 179.20

Reviewed By:

JS

SPC

I certify that the expenses sought to be reimbursed were incurred in the course of official PORT business and were paid by me from my own funds. I affirm the accuracy of this information.

600-6705-01-011 = \$ 179.20

Nancy Ward

Signature

POSTED

Form RR-C (Rev. 01-2020)



Fiscal Year 2026 Capital Budget Priorities

STAFF REPORT

DATE: March 26, 2025
TO: Port Commission
FROM: Guy Glenn, Jr., Executive Finance Manager
RE: **FY 2026 Capital Budget Priorities**

Discussion

The process of developing our Fiscal Year (FY) 2026 budget includes allocating funds for capital improvements. A capital improvement is a permanent structural change or addition to a property that significantly enhances its value, extends its useful life, or adapts it for new uses, unlike routine maintenance or repairs. Certain depreciable assets acquired during the fiscal year can also be included in the capital budget. Funds expended on completed capital improvement projects, and depreciable assets acquired during the fiscal year, are recorded on our Balance Sheet and depreciated in accordance with GASB standards (Governmental Accounting Standards Board).

Over the past few months, we have met internally to identify and propose capital budget items for your consideration and prioritization. I will be presenting our proposed items and would like your input and guidance to help us develop this component of our FY26 budget.

I am planning on leading a discussion on our operational budget items at our April 9th meeting. Following this meeting, I will combine the capital and operational components of the FY 26 budget to present to our Budget Committee for their consideration and approval. The Budget Committee meeting(s) is scheduled to be on April 29th and, if needed, May 13th. Please note, these two meetings are not on the same days as our Commission meetings.



Connect Oregon Grant Agreement

Res. 2025-05 STAFF REPORT

DATE: March 26, 2025
TO: Port Commission
FROM: Elliot Levin, North County Operations & Terminal Manager
RE: **Approval of Connect Oregon Grant Agreement**

Discussion

The Port has identified a need to modernize Port Westward's Beaver Dock. Oregon Senate Bill 1567, which requires the owners of large-capacity fuel storage and distribution facilities to improve their facilities' seismic resiliency, emphasizes this need.

A logical first step towards meeting these goals is to place the caps and piles needed to extend the pipe bridge to Berth 1. This will allow the product lines to be relocated off the dock during a future phase, significantly addressing the dock's seismic vulnerability.

In February 2024, the Port applied for a \$2,730,000 Connect Oregon Grant, which requires a \$1,170,000 match. The Port has set aside sufficient funds to meet the match.

The Port's grant application was successful, and the Oregon Department of Transportation has awarded the Port \$2,730,000. The funds will be used to place the necessary piles and caps to extend the Pipe Bridge to Berth 1.

Recommendation

Approval of Resolution 2025-05, authorizing the Executive Director to execute the attached Connect Oregon Grant Agreement.

RESOLUTION NO. 2025-05

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE OREGON DEPARTMENT OF TRANSPORTATION FOR A CONNECT OREGON GRANT

WHEREAS, the Port is the owner of Beaver Dock at the Port Westward Industrial Park; and

WHEREAS, Oregon SB 1567 requires the owners of large-capacity fuel storage and distribution facilities in Columbia, Lane, and Multnomah counties, including Port Westward, to address their facilities' seismic vulnerabilities; and

WHEREAS, during February 2024, the Port applied for a \$2,730,000 Connect Oregon Grant to start the first phase of the Beaver Dock's modernization and seismic improvements by placing the piles and caps necessary to extend the existing Pipe Bridge to Berth 1. The Grant requires a 20% match equal to \$1,170,000; and

WHEREAS, Oregon Department of Transportation has awarded the Port the \$2,730,000 Grant; and

WHEREAS, Port Staff find the grant conditions and requirements acceptable and recommend acceptance of the attached Grant Agreement; Now, therefore,

BE IT RESOLVED by the Board of Commissioners of the Port of Columbia County as follows:

The Board authorizes the Executive Director to execute the Connect Oregon Grant Agreement as presented.

PASSED AND ADOPTED this 26th March 2025, by the following vote:

AYES: _____ **NAYS:** _____

Port of Columbia County

ABSTAINED: _____

By: _____
President

Attested By:

Secretary

**GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
CONNECT OREGON (CO)**

Project Name: Port Westward Beaver Dock Modernization Project

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 Port of Columbia County, acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

- 1. 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 three (3) years after the Effective Date (the “Availability Termination Date”).
- 2. 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, Key Milestones, Schedule and Budget**
 - 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.

- 3. Project Cost; Grant Funds.** The total estimated Project cost is \$3,900,000.00. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$2,730,000.00 (the “Grant Funds”). Recipient will be responsible for all Project costs not covered by the Grant Funds.
- 4. 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 4.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; or
 - 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;
- c. **Project Change Procedures.**
 - i. If Recipient anticipates a change in scope, Key Milestone Dates, or Availability Termination Date, Recipient shall submit a Request for Change Order (Form 734-2648), the form of which is hereby incorporated by reference, to the ODOT Program Manager as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the milestone completion date shown in Exhibit A. The fillable form can be downloaded on-line at the following address:

<https://www.oregon.gov/odot/Forms/2ODOT/7342648.doc>
 - ii. Recipient shall not proceed with any changes to scope, Key Milestone Dates, 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 Order. A Request for Change Order may be rejected at the sole discretion of ODOT. Further, in its discretion, ODOT may submit a Request for Change Order to the Oregon Transportation Commission for the Commission's review and approval.

5. Reimbursement Process and Reporting.

- a. ODOT shall reimburse Recipient for 70.00% of Eligible Costs up to the Grant Fund amount provided in **Section 3**. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT's receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors, consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement. ODOT will not reimburse more than one request for reimbursement per month.

- b. Recipient must submit to ODOT its first reimbursement request within one and a half (1 1/2) years of the Effective Date.
- c. Each reimbursement request shall be submitted on ODOT's Reimbursement Request form located at <https://www.oregon.gov/odot/Forms/2ODOT/7345217.docx> to LGSCConnectOregon@odot.oregon.gov and include the Agreement number, the start and end date of the billing period, itemize all expenses for which reimbursement is claimed. Upon ODOT's request, Recipient shall provide to ODOT evidence of payment to contractors. Recipient shall also include with each reimbursement request a summary describing the work performed for the period seeking reimbursement and work expected for the next period, if any.
- d. **Retainage.** ODOT will withhold five percent (5%) retainage from the amount paid pursuant to each reimbursement request and shall release this retainage to Recipient as the following conditions are met:
 - i. Eighty percent (80%) of the five percent retainage shall be released to Recipient upon completion of a final site review and final project acceptance by ODOT.
 - ii. Twenty percent (20%) of the five percent retainage shall be released to Recipient upon approval by ODOT of the report described in **Subsection 5.i.ii** of this Agreement. ODOT may not pay, and the Recipient forfeits, the amount under this paragraph if the Recipient does not submit the report required by **Subsection 5.i.ii** on or before the due date. Recipient acknowledges and agrees that Recipient may not apply for another Connect Oregon grant during the next application cycle if Recipient fails to submit the report required by **Subsection 5.i.ii** on or before the due date.
- e. Recipient shall, no later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs earlier, submit a final reimbursement request. Failure to submit the final request for reimbursement within ninety (90) days after could result in non-payment.
- f. Upon ODOT's receipt of a monthly progress report or an email to the Connect Oregon Program Manager indicating that the Project is complete, ODOT will conduct a final on-site review. If ODOT deems the Project successful after completion of the on-site review, ODOT will confirm project acceptance by issuing a Project Acceptance Form.
- g. 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 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

h. Recovery of Grant Funds.

- i. Recovery of Misexpended Funds or Nonexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended at the end of the Availability Termination Date (“Unexpended Funds”) or (ii) expended in violation of one or more of the provisions of this Agreement (“Misexpended Funds”) must be returned to ODOT. Recipient shall return all Unexpended Funds to ODOT no later than fifteen (15) days after the Availability Termination Date. Recipient shall return all Misexpended Funds to ODOT promptly after ODOT’s written demand and no later than fifteen (15) days after ODOT’s written demand.
- ii. Recovery of Grant Funds upon Termination.** If this Agreement is terminated under any of **Subsections 11.b.i, 11.b.ii, 11.b.iii or 11.b.vi**, Recipient shall return to ODOT all Grant Funds disbursed to Recipient within 15 days after ODOT’s written demand for the same.

i. Reporting

- i. Monthly Reports.** Recipient shall submit monthly progress reports to ODOT using the Connect Oregon Monthly Progress Report (Form 734-2668), incorporated by reference and made a part of this Agreement. Progress reports must be submitted to the ODOT Connect Oregon Program Manager by the first Wednesday of each month. The fillable form can be downloaded on-line at the following address:

<https://www.cognitoforms.com/ODOT2/grantagreementprogressreport>

- ii. Final Report.** Recipient shall submit a written report to ODOT’s Connect Oregon Program Manager that identifies the number of jobs created or retained both during construction and after Project completion, as a direct result of this Project. The report must also include the number of jobs projected, the measures of the Project’s success and the methodology used to arrive at each as described in the information provided to ODOT before execution of the Agreement. The report must be received and approved by ODOT within eighteen (18) months after the completion of Project. Recipient’s obligation to provide this report will survive expiration of this Agreement. Recipient shall use “Project Performance Report” Form 734-2947, which Recipient must also sign. The form is available on-line at the following address:

<https://www.oregon.gov/ODOT/Forms/2ODOT/7342947.doc>

6. 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 6 are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

7. 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.

This Section 7 shall survive any expiration or termination of this Agreement.

8. Recipient Contracts 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 contract(s), as well as any other purchasing or contracting documentation, upon ODOT's request at any time. This paragraph 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*

subcontractors (“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) nor 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 contract(s) 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 subcontracted 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
- i. All procurement transactions are conducted in a manner providing full and open competition.

9. Self-Performing Work. Recipient must receive prior approval from the Connect Oregon Program Manager for any self-performing work.

10. 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.

11. 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.
 - vii. If the Project is not bid or construction started within 1 ½ years from the effective date of the Agreement.
- 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.

12. GENERAL PROVISIONS

- a. **Contribution and Contract-Related Indemnification.**

- i. For purposes of this **Subsection 12.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 **Subsection 12.b.** 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 **Subsection 12.b.** 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 8.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 **Subsection 12.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 who provide services in the state of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's Liability insurance with coverage limits of not less than \$500,000 each accident must be included. 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 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 **Subsection 12.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 Program Manager. 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 5(h) (Recovery of Grant Funds), 12(h) (Governing Law; Consent to Jurisdiction) and 12(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 Oregon Transportation Commission at its October 10, 2024 meeting approved the Connect Oregon VIII project application list and delegated authority to the Director of the Oregon Department of Transportation to enter into project agreements.

Signature Page to Follow

PORT OF COLUMBIA COUNTY, by and through its elected officials

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:

Elliot Levin, North County Operations and
Terminal Manager
100 E Street
Columbia City, OR 97051
(503) 397-3888
levin@portofcolumbiacounty.org

STATE OF OREGON, by and through its
Department of Transportation

By _____
Assistant Director for Revenue, Finance &
Compliance

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
Program Manager

Date _____

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

By Nina R Englander via email
Assistant Attorney General

Date March 18, 2025

Connect Oregon Program Manager:

Cecelia Gilbert
355 Capitol Street NE
Mail Stop 21
Salem, OR 97301-4178
Phone: 503-991-8689
Email: cecelia.gilbert@odot.oregon.gov

EXHIBIT A

Project Description, Key Milestones, Schedule and Budget

Agreement No.CO9-015

Project Name: Port Westward Beaver Dock Modernization Project

A. PROJECT DESCRIPTION

Beaver Dock at Port Westward

The Project will facilitate the extension of the existing pipe bridge to connect with Berth 1 by placing necessary piles and caps. The project will also continue the engineering and design for the seismic improvements, obtain permits necessary to extend the pipe bridge.

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 4.

B. PROJECT KEY MILESTONES AND SCHEDULE

The Project has two (2) Key Milestone(s). Key Milestones are used for evaluating performance on the Project as described in the Agreement. Neither Key Milestone can be changed without an amendment to the Agreement.

If Recipient anticipates Key Milestone 1 or 2 will be delayed by more than ninety (90) days, Recipient must submit a Request for Change Order, as described in **Subsection 4.c.** of the Agreement, to the Connect Oregon Program Manager as soon as Recipient becomes aware of any possible delay.

Table 1: Key Milestones

Key Milestone	Description	Estimated Due Date
1	Start Construction	11/1/2027
2	Complete Construction*	3/26/2028

***Construction completion is when all work is complete, including punch list items, final cleanup, demobilization and submittal of final documentation, in accordance with the contract documents.**

EXHIBIT B

Recipient Requirements

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
2. Recipient shall notify the Connect Oregon Program Manager 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"). For the duration of the Project Useful Life, Recipient shall reinvest any proceeds from the sale of improvements in similar improvements. 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 reach a consensus regarding additional maintenance obligations, Recipient shall remove all features installed on ODOT's right of way 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 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* 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, 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 Paragraph 8 is in addition to, and not in lieu of, ODOT's rights and remedies under **Subsection 5.h.** ("Recovery of Grant Funds") of this Agreement.

9. Website

If Recipient opts to create a website about the Project identified in Exhibit A ("website"), Recipient shall provide a link to the website to ODOT. ODOT will not reimburse Recipient for eligible costs until it receives the link to the website from Recipient. Recipient shall notify the Program Manager in writing if the website address changes during the term of this Grant Agreement.

10. Photographs

Recipient shall provide pre-construction Project photographs within thirty (30) days of the execution of this Agreement. Recipient shall provide Project photographs thirty (30) days after Project is completed.

11. Applicable Requirements

Recipient shall comply with all applicable requirements of ORS 367.080 to 367.086 and OAR chapter 731, Division 35. Failure by Recipient to comply with these requirements will subject Recipient to the sanctions as described in OAR731-035-0080.

EXHIBIT C

Contractor Insurance Requirements

1. GENERAL.

- a. Recipient shall require in its first tier contracts with entities that are not units of local government as defined in ORS 190.003 (if any) that its 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. As used in this section, “first tier” means a contract in which the Recipient is a Party. All references to “contractor” in this Exhibit refer to Recipient’s contractor 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.

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 non-contributory 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 non-contributory 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.