

Grant No. 100-1023GR
\$100,000.00

GRANT AGREEMENT

This Grant Agreement (“**Grant Agreement**” or “**Agreement**”), dated as of November 15, 2023 the “**Effective Date**”), is entered into by and between City of St. Helens (“**Recipient**”), and the **STATE OF OREGON**, acting by and through the **OREGON TOURISM COMMISSION** (“**Grantor**”).

RECITALS

A. Pursuant to ORS 284.138, Grantor administers a biennial matching grants program (the “**Program**”) under which Grantor helps develop and improve the economies of communities throughout Oregon by means of the improvement, expansion and promotion of the visitor industry.

B. In response to Grantor’s Request for Program Grant Applications dated September 15, 2023, Recipient submitted an application for a Program grant to assist Recipient’s implementation of the project described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Project**”).

C. Grantor selected the Project for grant funding.

D. Grantor and Recipient now desire to enter into this Grant Agreement to specify the amount and terms and conditions of Grantor’s grant funding to Recipient for the Project.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

ARTICLE 1 GRANT GENERALLY

Section 1.1 **Project Cost; Grant Funds.** The total estimated Project cost is \$2,256,950.00. On the terms and conditions of this Agreement, Grantor shall provide Recipient grant funds in an amount not to exceed \$100,000.00 (the “**Grant Funds**”). Recipient will be responsible for all Project costs not covered by the Grant Funds.

Section 1.2 **Use of Grant Funds; Eligible Costs.**

1.2.1 **Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless Grantor approved such changes by amendment pursuant to Section 6.7.

1.2.2 **Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“**Eligible Costs**”). Grantor will reimburse only Eligible Costs incurred after the Effective Date and only to the extent the Eligible Costs are within the line item limits of the “Sources and Uses of Funding Budget” set forth in **Exhibit B** (the “**Budget**”), attached hereto and incorporated herein by this reference; provided, however, that Recipient may transfer Grant Funds from one Budget line item to another so long as no line item amount changes by more than 10 percent.

- (a) Eligible Costs are actual costs of Recipient to the extent those costs are:
 - (A) reasonable, necessary and directly used for the Project; and
 - (B) eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.

- (b) Eligible Costs do NOT include:
 - (A) Costs of staff or consultant salaries, wages, mileage, or associated fees that are already budgeted to execute a particular area of work within an entity.
 - (B) payments made to related parties as described in Section 6.13;
 - (C) loans or grants to be made to third parties;
 - (D) any expenditures incurred before the Effective Date or after the Project Completion Deadline; or
 - (E) costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by Grantor by amendment of this Agreement.

Section 1.3 **Disbursement of Grant Proceeds.** The proceeds of the Grant shall be held in a grant account and shall be disbursed to Recipient in accordance with the terms and conditions set forth in this Section 1.3.

1.3.1 **Initial Disbursement.** Subject to Section 1.3.4, Grant awards shall be disbursed at a rate of 50% of the total Grant Funds in a single payment. Grantor will disburse funds to Recipient within 30 days after Grantor’s receipt and approval of an initial disbursement request from Recipient, in form and substance satisfactory to Grantor. Disbursement requests must include the date, grant number, project name, amount of previously-disbursed Grant Funds, amount of Grant Funds requested and balance of Grant Funds remaining for future requests.

1.3.2 **Subsequent Disbursements.** Subject to Section 1.3.4, Grantor shall disburse additional Grant Funds totaling not more than 90% of total grant to Recipient on an Eligible Cost reimbursement basis within 30 days after Grantor’s receipt and approval of a disbursement request, in form and substance satisfactory to Grantor as indicated in section 1.3.1 above, and identifying the Eligible Costs for which Recipient is seeking reimbursement, together with all supporting documentation reasonably required by Grantor to evidence the Eligible Costs. The first such disbursement request must also be accompanied by supporting documentation reasonably required by Grantor to evidence the Eligible Costs covered by the initial disbursement of Grant Funds under Section 1.3.1. Recipient may submit disbursement requests under this Section 1.3.2 no more frequently than monthly. The final 10% of Grant Funds will be disbursed only after the Project is completed to Grantor’s sole satisfaction. To

receive final disbursement, Recipient must identify the Eligible Costs for which Recipient is seeking reimbursement, together with all supporting documentation reasonably required by Grantor to evidence the Eligible Costs. The final disbursement request must also be accompanied by supporting documentation reasonably required by Grantor to evidence the Eligible Costs covered by all previous disbursement of Grant Funds under Section 1.3.1.

1.3.3 Continuing Accuracy of Representations and Warranties. Recipient's submission of a disbursement request constitutes Recipient's affirmation that all of Recipient's representations and warranties set forth in Article 2 are true and correct in all material respects as if made on and as of the date of the disbursement request.

1.3.4 Conditions to Disbursement. The disbursement of Grant proceeds is subject to the following conditions:

- (a) No Event of Default shall have occurred and be continuing and no event shall have occurred that, with the giving of notice or passage of time or both, would become an Event of Default;
- (b) Each of Recipient's representations and warranties set forth in Article 2 shall be true and correct in all material respects as if made on and as of the date of such disbursement; and
- (c) Grantor has received sufficient funding, appropriations and other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement and there are sufficient moneys in the accounts or funds to be used to cover the disbursement, as determined by Grantor in the reasonable exercise of its administrative discretion, to permit Grantor to make the disbursement; and
- (d) Grantor has received from Recipient an executed Form W-9 and such other documentation as Grantor may require to enable disbursement under this Agreement;
- (e) Recipient has received, and will make available to Grantor upon request, a certificate of insurance or other documentation evidencing the insurance required by Section 3.8, issued by an insurance company licensed to provide such insurance in the State of Oregon and otherwise reasonably acceptable to Grantor; and
- (f) Grantor has received the disbursement request no later than 30 days after the effective date of the Agreement.

ARTICLE 2 RECIPIENT'S REPRESENTATIONS AND WARRANTIES

Recipient represents and warrants to Grantor as follows:

Section 2.1 Existence and Power; Authority. Recipient is an eligible entity, defined as a not-for-profit, local government or federally recognized Tribe, duly organized, validly existing and in good standing under the laws of the State of Oregon. Recipient has (a) full power and authority to carry on its business as now being conducted and as Recipient contemplates it to be conducted with respect to the Project, and (b) full power, authority, and legal right to execute and deliver this Grant Agreement

and all other agreements, documents and instruments contemplated hereby or thereby (collectively, the “**Grant Documents**”) and to incur and perform its obligations hereunder and thereunder. The execution and performance by Recipient of this Grant Agreement and the other Grant Documents have been duly authorized by all necessary action of Recipient. This Grant Agreement and the other Grant Documents have been duly executed by Recipient and will constitute legal, valid and binding obligations of Recipient, enforceable in accordance with their terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.

Section 2.2 **No Violations or Default.** Recipient is not in default under or in violation of any indenture or agreement to which it is a party or by which it is bound, or any order, regulation, ruling, or requirement of a court or other public body or authority. No creditor has given Recipient notice or threatened to give it any notice of default under any material agreement. No event has occurred and is continuing and no condition exists with respect to Recipient or the Project that constitutes an Event of Default or an event which, with the giving of notice or passage of time, or both, would become an Event of Default.

Section 2.3 **Litigation.** No action, suit or proceeding (and to Recipient’s knowledge, no investigation) is pending against Recipient or with respect to the Project before any court or administrative agency, (a) the outcome of which, by itself or taken together with other such litigation, would be reasonably expected to have a material adverse effect on the business, assets, operations, or financial condition of Recipient, the Project or the power of Recipient to complete the Project or (b) that purports to affect the legality, enforceability, or validity of any Grant Document.

Section 2.4 **Compliance With Laws.** Recipient is in material compliance with all federal, state and local laws, rules, regulations, ordinances and orders applicable to it, the Project, and the completion thereof, including, without limitation, all applicable health and safety, environmental, and zoning laws.

ARTICLE 3 COVENANTS

Until completion of the Project or as otherwise indicated, Recipient covenants and agrees as follows:

Section 3.1 **Completion of Project.** Recipient shall complete the Project no later than April 14, 2025 (the “**Project Completion Deadline**”) and Grantor is not obligated to reimburse any Project costs incurred after this date. Promptly after the Project Completion Deadline or any termination of this Grant Agreement, Recipient shall repay to Grantor any Grant Funds remaining in Recipient’s possession that are not needed to cover Eligible Costs incurred prior to the Project Completion Deadline or the termination of this Grant Agreement, as the case may be. The foregoing repayment obligation shall survive any termination of this Grant Agreement. Recipient shall implement the Project in an expeditious and continuous manner and in accordance with all the requirements of the Grant Documents.

Section 3.2 **Maintenance of Business and Licenses.** Recipient will remain an Oregon-based business, not-for-profit, local government, port district or federally recognized Tribe, validly existing under the laws of Oregon and will keep in force all licenses and permits necessary to the proper conduct of its business and the completion of the Project.

Section 3.3 **Compliance with Laws and Use Restrictions.** Recipient will comply with all laws, ordinances, statutes, rules, regulations, orders, injunctions, or decrees of any government agency or instrumentality having jurisdiction over Recipient or the Project, including all applicable health and safety, environmental, and zoning laws.

Section 3.4 **Other Obligations.** Recipient will pay and discharge before the same shall become delinquent all indebtedness, taxes, and other obligations for which it is liable or to which its income or property is subject and all claims for labor and materials or supplies except any thereof whose validity or amount is being contested in good faith by Recipient in appropriate proceedings with adequate provision having been made in accordance with generally accepted accounting principles for the payment thereof if the contest is determined adversely to Recipient.

3.4.1 **Grantor Recognition.** Grant recipient shall visibly display on all finished grant projects (publications, websites and other significantly visible project activities) Travel Oregon's logo along with the acknowledgement: "This project has been funded in part by a grant from Travel Oregon." Travel Oregon will work with grant recipient to ensure proper usage and placement of the Travel Oregon logo.

Section 3.5 **Indemnity.** Recipient shall indemnify and hold Grantor, its officers, employees and agents harmless from and against any and all liabilities, claims, losses, damages, or expenses (including attorney fees and expenses) that any of them may suffer or incur in connection with (a) the inaccuracy of any of the representations and warranties made by Recipient in any Grant Document, (b) any transaction contemplated by this Grant Agreement or any other Grant Document or (c) the actions or inactions of Recipient, or its employees, agents, contractors, or subgrantees related to the Project, other than claims, losses, damages, or expenses that arise solely from the gross negligence or willful misconduct of Grantor. This Section 3.5 shall survive completion of the Project and any termination of this Grant Agreement.

Section 3.6 **Records and Inspection.** Recipient shall keep proper books of account and records on all activities associated with the Grant, including but not limited to, separate books of account and records on the use of all Grant proceeds and Other Financing. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of three years after the Project Completion Deadline or the date that all disputes, if any, arising under this Grant Agreement or the other Grant Documents have been resolved. Recipient will permit Grantor and/or its duly authorized representatives to inspect, review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of funds received from Grantor and the expenditure of Other Financing. Access to these records is not limited to the required retention period. The authorized representatives shall have access to the records at any reasonable time for as long as the records are maintained. This Section 3.6 shall survive completion of the Project and any termination of this Grant Agreement.

Section 3.7 **Audits and Financial Reviews.** Grantor, either directly or through a designated representative, may conduct financial and performance audits of the use of Grant proceeds and the implementation of the Project at any time during Project implementation and during the three-year period after the Project Completion Deadline. Audits will be conducted in accordance with generally accepted auditing standards. If an audit or financial review finds that payments to Recipient were in excess of the amount to which Recipient was entitled, then Recipient shall repay that amount to

Grantor. In the event of such audit or financial review, Recipient agrees to provide the designated auditor or reviewer with reasonable access to Recipient's employees and make all such financial, performance and compliance records available to the auditor. This Section 3.7 shall survive completion of the Project and any termination of this Grant Agreement.

Section 3.8 **Workers' Compensation Insurance.** Recipient shall carry Workers' Compensation Insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for their subject workers. This coverage is required of grantees with one or more employees, unless exempt under ORS 656.027.

Section 3.9 **Recycled Products.** To the maximum extent economically feasible, Recipient shall use good faith efforts to use recycled products in connection with its implementation of the Project.

Section 3.10 **Other Financing.** In addition to the Grant, Recipient shall, from its own resources or from third parties, obtain other financing for the Project as set forth in the Budget (the "Other Financing").

ARTICLE 4 EVENTS OF DEFAULT

Any of the following shall constitute an Event of Default under this Grant Agreement:

Section 4.1 Failure to Pay Debts When Due.

4.1.1 **Generally.** Recipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property, (ii) admits in writing its inability to pay, or generally is not paying, its debts as they become due, (iii) makes a general assignment for the benefit of creditors, (iv) commences a voluntary action under the United States Bankruptcy Code (as now or hereafter in effect), (v) is adjudicated as bankrupt or insolvent; (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts, (vii) fails to controvert in a timely or appropriate manner, or acquiesces or consents in writing to, any petition filed against it, in an involuntary action under the United States Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing.

4.1.2 **Involuntary Proceedings.** A proceeding or case is commenced against Recipient, without its consent, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, windup, or composition or readjustment of the debts of Recipient, (ii) a receiver, trustee, custodian, liquidator, or the like is appointed for Recipient or for all or a substantial part of its assets, or (iii) relief is granted to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or (iv) an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for any period of 60 days, or an order for relief against Recipient is entered in an involuntary case under the United States Bankruptcy Code (as now or hereafter in effect).

Section 4.2 **Failure to Disclose Material Facts.** Recipient makes any material misstatement of, or omits to disclose to Grantor, any fact material to the making of the Grant, the

progress toward completion of the Project, obtaining Other Financing for the Project, or a disbursement of Grant Funds to Recipient, or upon discovery by Grantor of any such misrepresentation or omission.

Section 4.3 **Failure to Pay Amounts Due.** Recipient fails to pay any sum due under this Grant Agreement or any other Grant Document within the time specified herein or therein.

Section 4.4 **Failure to Comply with Other Obligations.** Recipient fails to observe, perform, discharge or comply with any other covenant, agreement or obligation imposed on Recipient by this Grant Agreement or any other Grant Document and such failure remains uncured 30 days after written notice thereof to Recipient. This includes Recipient obligations for reporting to Grantor.

Section 4.5 **Discontinued Project.** Work on the Project is discontinued or prohibited for 30 or more consecutive days or the Project is abandoned.

Section 4.6 **Failure to Diligently Pursue the Project.** Recipient fails to diligently pursue the Project to completion by the Project Completion Deadline in accord with the timeline set forth in Exhibit A or fails to obtain Other Financing sufficient to complete the Project.

ARTICLE 5 RIGHTS AND REMEDIES UPON EVENT OF DEFAULT

Upon the occurrence of an Event of Default and at any time thereafter, Grantor may, at its option, exercise any one or more of the following rights and remedies:

Section 5.1 **Repayment.** Grantor may declare the entire original Grant (or so much thereof as has been disbursed to Recipient) and other charges payable by Recipient pursuant to this Grant Agreement or any other Grant Document, to be immediately due and payable in full and, upon such declaration, Recipient shall pay to Grantor the amount declared to be immediately due and payable.

Section 5.2 **Termination.** Grantor may, by and effective upon written notice to Recipient, terminate this Agreement or Grantor's obligation to disburse additional Grant Funds to Recipient.

Section 5.3 **No Election Required.** Grantor shall have any other right or remedy provided in this Grant Agreement or any other Grant Document, or available at law, in equity, or otherwise in such order and manner as it may select.

Section 5.4 **Rights and Remedies Cumulative.** All rights and remedies described in this Article 5 are cumulative and in addition to any other remedy Grantor may have by agreement, at law, or in equity. Partial exercise of any right or remedy shall not limit or restrict Grantor's subsequent exercise of such right or remedy nor shall it restrict Grantor's contemporaneous or subsequent exercise of any other right or remedy.

Section 5.5 **No Waiver.** No failure on the part of Grantor to exercise, and no delay in exercising, any right, power, or privilege under this Grant Agreement or any other Grant Document shall operate as a waiver of that right or any other right. No modification or waiver of any provision of this Grant Agreement or any other Grant Document shall be effective unless in writing, and then only in specific instance and for the purpose given. No notice or demand on Recipient shall entitle Recipient to any other notice or demand in other similar circumstances.

Section 5.6 **Payment of Costs of Collection.** In case of an Event of Default or an event which, with the lapse of time or the giving of notice, or both, would become an Event of Default, or in case litigation is commenced to enforce or construe any term of this Grant Agreement or any other Grant Document, to the extent permitted by law the losing party will pay to the prevailing party such amounts as shall be sufficient to cover the cost and expense of collection or enforcement, including, without limitation, reasonable attorney fees and costs prior to and at any arbitration proceeding or at trial, on appeal, or in any bankruptcy proceeding. For purposes of this paragraph, reasonable attorneys' fees cannot exceed the rate charged to Grantor by its attorneys, including the Oregon Department of Justice.

**ARTICLE 6
GENERAL**

Section 6.1 **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, all of which shall together constitute one and the same instrument.

Section 6.2 **Survival.** All agreements, representations, and warranties shall survive the execution and delivery of this Grant Agreement, any investigation at any time made by Grantor or on its behalf and the making of the Grant.

Section 6.3 **Notice.** Any notice required or permitted under this Grant Agreement shall be in writing and shall be deemed effective (1) when actually delivered in person, (2) one business day after deposit with a commercial courier service for "next day" delivery, (3) two business days after having been deposited in the United States mail as certified or registered mail, or (4) when transmitted by email, addressed to the parties as follows:

If to Recipient: Name: City of St. Helens
 Attn: Jennifer Dimsho
 Address: PO Box 278
 St. Helens, OR 97217
 Telephone: 503-366-8207
 Email: jdimsho@sthelensoregon.gov

If to Grantor: Oregon Tourism Commission
 Attn: Grants Program Manager
 Address: 319 SW Washington Street, Suite 700
 Portland, OR 97204
 Telephone: (971) 717-6205
 Email: grants@traveloregon.com

Section 6.4 **Successors and Assigns.** Recipient may not assign this Grant Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of Grantor. This Grant Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

Section 6.5 **Subgrants.** Recipient may not subgrant any portion of the Grant without the prior written consent of Grantor. Notwithstanding an approved subgrant, Recipient shall remain fully responsible for the proper use of all Grant proceeds and for completion of the Project by the Project Completion Deadline. Recipient shall enter into a written agreement with each permitted subgrantee that describes the permitted use of the subgranted funds and requires the subgrantee to comply with the applicable portions of this Grant Agreement, including but not limited to, the record keeping and reporting requirements and auditing requirements set forth in Sections 3.6 and 3.7, as necessary to permit Recipient to satisfy its record keeping and reporting requirements and auditing requirements under this Grant Agreement.

Section 6.6 **Governing Law, Jurisdiction, Venue.** This Grant Agreement and the other Grant Documents shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflicts of law principles. Any legal action regarding this Grant Agreement or the other Grant Documents must be brought and conducted in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in the Circuit Court in another Oregon county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

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

Section 6.7 **Amendments; Prior Grant Agreements; Headings.** This Grant Agreement may not be modified or amended except by an instrument in writing signed by Recipient and Grantor. This Grant Agreement taken together with the other Grant Documents reflect and set forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede all prior agreements and understandings relating to such subject matter. The headings in this Grant Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.

Section 6.8 **Validity; Severability.** If any provision of this Grant Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Grant Agreement, and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.

Section 6.9 **Exhibits.** The exhibits to this Grant Agreement are, by this reference, incorporated into and deemed a part of this Grant Agreement as if they were fully set forth in the text hereof.

Section 6.10 **Time of Essence.** Time is of the essence of this Grant Agreement and each of the Grant Documents.

Section 6.11 **Relationship of the Parties.** Nothing contained in this Grant Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.

Section 6.12 **No Third Party Beneficiary Rights.** No person not a party to this Grant Agreement is an intended beneficiary of this Agreement, and no person not a party to this Grant Agreement shall have any right to enforce any term of this Agreement.

Section 6.13 **Conflicts of Interest.** While Recipient may enter into agreements with contractors, vendors, and other providers of goods and services (collectively, “**subagreements**”) for performance of the Project, Recipient shall not award, enter into, or otherwise participate in any subagreement if a conflict of interest, real or apparent, would arise. Such a conflict arises when any of the following would be a party to the subagreement:

- i. An employee, officer, board member, trustee, or agent of the Recipient (“**Recipient Person**”);
- ii. A Recipient Person’s spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;
- iii. The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Recipient Person;
- iv. Any individual for whom a Recipient Person has a legal support obligation; or
- v. An organization in which any of the individuals identified in (i) through (iv) is a partner, member, or employee.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed by their duly authorized representatives effective as of the date first above written.

GRANTOR:

STATE OF OREGON acting by and through
the OREGON TOURISM COMMISSION

By: Susan Bladholm

Name: Susan Bladholm

Title: Chief Administrative Officer

RECIPIENT:

City of St. Helens

By: 

Name: John Walsh

Title: City Administrator

EXHIBIT A

Project Description

SCOPE OF PROJECT

Recipient shall complete the following work as part of the Project:

Describe the project for which funding is requested.

Over the last decade, the City has been implementing long-range planning efforts to bring the community back to the St. Helens riverfront. In 2015, after extensive community engagement and involvement, the City purchased 22 acres of underutilized industrial property, re-zoned it for mixed-use development, acquired funding, and is developing the public infrastructure (streets and utilities) which will attract private reinvestment to enhance and expand the historic downtown with mixed-use buildings and a hotel. Columbia View Park, located in the heart of downtown St. Helens adjacent to the redevelopment property, serves as the community's living room, hosting summer concert series, movie nights, seasonal events, weddings, and recreation. Despite its name, and its central location along the Columbia River, there is incredibly poor access to the view and experience the natural views of the Columbia River within and around the park.

This project will fund the Riverwalk Project Phase I, which will develop and improve 420 feet of accessible public access to the Columbia River inside and outside of Columbia View Park. It includes a cantilevered overlook with stunning views of Mt. St. Helens, Mt. Hood, Sand Island and the public docks down below. An interpretive signage plan has been developed for cultural interpretation at key areas throughout the Riverwalk. The project includes lighting which is integrated into the overlook railing system and benches and concrete seat walls for resting. It has been designed to connect to additional accessible walking paths into the surrounding neighborhoods and downtown. The City is also investing in Columbia View Park improvements that will be constructed in conjunction with this project. The Columbia View Park improvements include expansion of the park, a new playground, a new amphitheater stage, a dancefloor, an elevated grassy berm for sitting and playing, and a new covered picnic pavilion. Future phases of the Riverwalk Project include improvements to approximately 3/4 of a mile of riverfront access with an in-water kayak launch, a rocky beach, concrete seat walls and cantilevered overlooks

Riverwalk Phase I is fully designed and permits have been received. The City is anticipating contractor selection to be complete by September 2023. Construction will begin in November 2023 with completion expected by November 2024.

This project aligns with Travel Oregon's biennial strategic priorities by increasing community livability by investing in the development of the Riverwalk, which aligns with Oregon's competitive advantage of outdoor recreation. It also will help develop and improve an existing tourism-related public space (Columbia View Park) which serves an underserved and under-resourced rural community. The project also centers around accessibility and inclusivity by utilizing the principals of universal design and meeting all accessibility requirements of the Americans with Disabilities Act (ADA).

Describe the need for your project and how it strengthens the community you work within.

The Travel Oregon funded portion of this project will focus primarily on ADA access to the Columbia River in rural St. Helens, Oregon. For years, public access to the Columbia River has been severely limited due to privately owned industrial lands. For the first time, the City controls the development of over 1.5 miles of Columbia River shoreline. Phase I of the Riverwalk Project will allow people of all abilities to experience the natural beauty of the Columbia River. Within the existing park (Columbia View Park) the Riverwalk Project connects to the existing public docks and to the County's walking path. In conjunction with the Riverwalk Project, the City is making extensive improvements to Columbia View Park with a new stage, playground, and picnic area. As with all capital projects, the project budget was developed by an engineer and cost estimator using the best research at the time of the estimate. In a post-COVID world, the reality of such a large capital project is that costs may escalate due to volatile material costs, which could result in bids that are higher than budgeted. If this occurs, the City will have to identify aspects of the project which can be removed from the project that do not jeopardize completing the overall project and the Oregon Parks & Recreation Department (OPRD) committed grant funding for the Riverwalk. One potential project component at risk of removal is the accessible connection from the Columbia View Park property to the County's riverfront walking path and accessible parking area. If this portion of the project is removed from the project, there will be no accessible route leading from the public docks and Riverwalk to the County's riverfront walking path and accessible parking area. This area been detailed on the plan sets. The location of the proposed ADA ramp is a highly sloped area which requires significant grading and an expensive concrete retaining wall to construct the ramp connection. Travel Oregon grant funding will ensure that the City can afford to construct a seamless ADA transition from the public courthouse docks to the Riverwalk in Columbia View Park to the County's riverfront walking path and accessible parking area. The City and OPRD-grant funded remainder of the Riverwalk Project is entirely ADA-accessible, all together comprising over 420 feet of public access along the water with overlooks, seating, lighting, and interpretive signage. The County's riverfront walking path adds approximately 400 more feet of walkable access along the river, for a total of 820 feet of accessible walking paths with stunning views of the river and marina down below. In addition, with the proposed ADA ramp, improved, seamless access is provided to the County ADA parking area and to the public docks which connect at the base of the proposed ADA ramp.

Describe how your organization would use these grant funds.

The design/engineering and permitting for this project are complete. The proof of permitting is included in the supplemental application materials, both with a letter from our environmental consultant indicating that our project is not required to receive an in-water permit from state/federal agencies and a letter from the City's Building Official indicating that all local permits have been reviewed and are ready to issue, subject to only the contractor selection. In addition to being complete with the design/engineering and permitting, the City has secured additional grant funding. The City has acquired two Oregon Parks & Recreation Department (OPRD) grants for the Riverwalk totaling \$838,000. The City also has committed cash funding of \$1.3 million to match this project, of which \$1 million is from Parks System Development Charges. The Travel Oregon funded portion of this project will focus on construction of approximately 50' linear feet of the Riverwalk which serves as the ADA-accessible route to the public docks and to the rest of the Riverwalk Project. This portion of the project has a steep slope (as pictured in the plan sets), but serves as an important connection from the Columbia View Park portion of the Riverwalk to the County-owned walking path. In order to construct

the walking path connection, due to the steep slopes, it requires a concrete retaining wall up to 7' high in some areas. The proposed ADA-accessible connection includes a 7' wide walkway, two sloped ramps of approximately 7% slope with a 5' landing in between them. The walkway includes handrails on both sides with added guard railing on the riverside of the walkway. Lastly, there is an approximately 1,162 sq. ft. of landscaped riverbank replanting below the walkway. This includes removal of invasive blackberry and other species, regrading beyond the retaining wall, and planting native species which will thrive at the varying levels of the river throughout the season. All project components identified have been indicated on the plan set elevations and in the budget detail. Grant system limits file size and amount, additional project details and plans can be provided if requested.

If you selected one or more of the four Travel Oregon biennial strategic priorities, please describe how your project aligns with/addresses the selected objective(s).

The overall Riverwalk Project will increase community livability by investing in outdoor recreation opportunities for our region (Strategy #1). Increasing access to the Columbia River throughout the County was identified in the Destination Ready Report from 2021-2022 funded by Travel Oregon. Columbia County has the longest shoreline along the length of the river and serves as a primary lure or "hub" as the report indicates. Improving access to the river with the Riverwalk Project will have ancillary benefits as identified as "spoke" experiences, such as Mainstreet downtown shopping and entertainment, the history museum, and other recreational experiences like camping, fishing, biking, and hiking in the County. This project also addresses Strategy #4 with the development new tourism-related facilities (a public space) which serves a historically and currently underserved and under-resourced community. St. Helens is a rural community of approximately 15,000 people, with Columbia County at around 50,000 people. Being located within the Greater Portland Regional Destination Management Organization, Columbia County and St. Helens is underserved and under-resourced when it comes to tourism investment. In addition to alignment with the Travel Oregon biennial strategic priorities, this project is supported by our local Destination Management Organization (housed within the Columbia Economic Team) who has provided a letter of support included in the supplemental portion of this application. As stated in our DMO's letter of support, this project "dovetails exceptionally with Travel Oregon's strategic priorities: Enhancing community livability, Aligning with Oregon's competitive advantage in outdoor recreation, and dramatically and meaningfully improving an existing visitor-centric public space, Columbia View Park, which serves as a vital community asset in an underserved and under-resourced rural community."

Describe how your project ensures accessibility and inclusion for the selected impacted communities.

This project will ensure accessibility and inclusion for people with physical disabilities, in particular, physical disabilities which do not allow climbing stairs. The site along the Columbia River in Columbia View Park is a challenging site topographically because it is steeply sloped towards the river, with large a "bowl-like" cut-out along the shoreline as shown in the existing conditions plan attached. This creates a design challenge when trying to develop a consistently wide, level pathway with only gentle slopes. The designers of the Riverwalk worked to develop an accessible route along the entire length of the Riverwalk Project, but there is a section of stairs just off the ramp off the public docks which leads into the park. This project will provide an alternative to the stairs and provide a seamless transition from the Riverwalk, to the public docks, to the County's riverfront walkway, and to

the accessible parking area. Instead of having to climb a set of stairs and leave the park to get to the County's riverfront walkway or to accessible parking area, users will be able to walk seamlessly from the Riverwalk along the shoreline to the County's riverfront walkway and to the accessible parking area. Without this critical accessible funding, this portion of the project may be removed from the project due to funding and budget constraints. The accessibility and inclusion component of this project is outlined in the attachments under the Optional Uploads titled "Plan Set" and "Plan Elevations." The Plan Set includes inset photos of the challenging topography of the existing conditions of the park and location for the proposed accessible walkway.

Was this project identified as an area of focus as the result of an assessment or planning process?

This project has been identified in multiple local long-range planning efforts, including plans created in collaboration with Travel Oregon. Most recently, the City conducted a Columbia County Destination Ready Report (September 2022) which highlighted increasing access to the waterfront as a top priority in the next one to two years (Page 7). It also highlighted community events and live music as a highlight of Columbia County. It states that "without argument, the Columbia River was identified as the County's primary lure as it is one of the state's iconic natural wonders. Columbia County has the longest shoreline along the river, and much of the history and culture of the area is linked to it." (Page 11). The Columbia River is key to the County's tourism success, and the St. Helens Riverwalk is the first step towards unlocking the County's tourism potential. Once visitors are lured into the Columbia River's recreation opportunities, the other "spokes" like Mainstreet downtown shopping, museums, camping, fishing, biking, etc. add to the experience (Page 11). Within the City's long-range planning efforts, the St. Helens Riverwalk is identified in the St. Helens Waterfront Redevelopment Framework Plan (2016) (page 23), the St. Helens Parks & Trails Master Plan (2015) (Page 96 & 108), and identified as a project for funding in the St. Helens Urban Renewal Plan (Amended in 2020) (page 7). All local planning processes, particularly the Waterfront Redevelopment Framework Plan, included extensive multi-year community engagement efforts, all of which resulted in strong support for developing public access to the river. Excerpts of these plans cited have been included in the supplemental section under "Optional Upload #1."

How will you measure the success of your project?

As indicated in other parts of this grant application, the design/engineering for this project is complete. Matching funds, both cash and grants, have been secured. Permits have been received. By the end of September 2023, the city will have bids from contractors in hand, and Council is anticipated to approve the contracts to move forward with the responsive lowest bidder by December 2023. Between October and December, the City will negotiate the contract, and if certain elements of the project are required to be cut because of higher than anticipated costs, this negotiation will occur during this timeframe. If the City receives a successful notice of award from Travel Oregon by November 15 as indicated in the grant guidelines, the City can ensure the ADA connection which is crucial to accessibility and connectivity, will not be cut from the project. The City will host a groundbreaking ceremony at the beginning of 2024, which Travel Oregon will be invited to attend. Construction will begin and be well underway by the first mid-term report is due in August 2024. It is anticipated that construction will be completed by November 2024, with a final ribbon cutting ceremony in the early Spring 2024. As required by the grant, by April 2025, the project final report will be submitted to Travel Oregon to close out the project.

Travel OR Grant Timeline St. Helens Riverwalk ADA Improvement

Date	Deliverable	Measure of Success
June 2023	Design/Engineering Complete	Final Design
August 2023	Permitting approved	Permits in hand
August 2023 - September 2023	Project out to bid	Bids in hand by Sept 29
November 2023	Travel Oregon Grant Notification	Grant funding received Contracts signed
October 2023 - December 2023	Contracting with selected contractor	Contracts signed: Notice to proceed given to contractor
December 2023 - January 2024	Groundbreaking	Groundbreaking celebration - Travel OR invited
January 2024	Construction begins	Regular inspections, Construction checkins
August 2024	Mid-Project report due	Submitted by August 15, 2024
November 2024	Construction completion Final walk-through/punchlist	Project completion Ribbon cutting ceremony
April 2025	Final Project Report due to Travel Oregon	Final Project report submitted by April 30, 2025

REPORTING REQUIREMENTS


Mid-Project Report Due August 15, 2024

The Mid-Project Report requires an update on the status of the project and a current project budget to be submitted to Travel Oregon nine months after award notification.

Grant Accomplishment Report and Final Budget Due April 30, 2025

Project must be completed, and Grant Accomplishment Report submitted to Travel Oregon. The final budget along with copies of detailed project expenses (receipts) must be uploaded as part of the report. No further reimbursement will be provided after submission of the report.



SIGNATURE CERTIFICATE



REFERENCE NUMBER
822066D3-288A-441C-9473-F3CABAE6F01C

<p>TRANSACTION DETAILS</p> <p>Reference Number 822066D3-288A-441C-9473-F3CABAE6F01C</p> <p>Transaction Type Signature Request</p> <p>Sent At 11/16/2023 10:54 EST</p> <p>Executed At 11/21/2023 18:38 EST</p> <p>Identity Method email</p> <p>Distribution Method email</p> <p>Signed Checksum 92198a7aa6718ad7ef3167aa0735d3f388c6325bf4803e64a59ec4382bf92448</p> <p>Signer Sequencing Enabled</p> <p>Document Passcode Disabled</p>	<p>DOCUMENT DETAILS</p> <p>Document Name 100-1023GR - City of St Helens - Grant Agreement</p> <p>Filename 100-1023GR_-_City_of_St_Helens_-_Grant_Agreement.pdf</p> <p>Pages 17 pages</p> <p>Content Type application/pdf</p> <p>File Size 1.18 MB</p> <p>Original Checksum 278bd10d2e7347f8f85ac5a2439c30e67606f15dd17bd0907fa6d2028815dd3e</p>
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Susan</p> <p>Email susanb@traveloregon.com</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 14080976cf7e8ff6c7f64bf5897fe3b8e995105113a047028bc0550551ba3ca7</p> <p>IP Address 67.160.136.194</p> <p>Device Microsoft Edge via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID 1730E927</p>	<p>Viewed At 11/21/2023 18:37 EST</p> <p>Identity Authenticated At 11/21/2023 18:38 EST</p> <p>Signed At 11/21/2023 18:38 EST</p>
<p>Name John</p> <p>Email jwalsh@sthelensoregon.gov</p> <p>Signer Sequence 0</p> <p>Components 2</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum bf9eb631d6d205db47d29578f9fa070787906749863f62e3d48316cddb258348</p> <p>IP Address 174.247.183.82</p> <p>Device Microsoft Edge via Windows</p> <p>Drawn Signature </p> <p>Signature Reference ID 82840E9A</p> <p>Signature Biometric Count 2</p>	<p>Viewed At 11/16/2023 23:41 EST</p> <p>Identity Authenticated At 11/16/2023 23:52 EST</p> <p>Signed At 11/16/2023 23:52 EST</p>

AUDITS

TIMESTAMP	AUDIT
11/16/2023 10:54 EST	Travel Oregon Grants (grants@traveloregon.com) created document '100-1023GR_-_City_of_St_Helens_-_Grant_Agreement.pdf' on Chrome via Windows from 73.67.247.29.
11/16/2023 10:54 EST	John (jwalsh@sthelensoregon.gov) was emailed a link to sign.
11/16/2023 23:40 EST	John (jwalsh@sthelensoregon.gov) viewed the document on Microsoft Edge via Windows from 174.247.183.82.
11/16/2023 23:40 EST	John (jwalsh@sthelensoregon.gov) viewed the document on Microsoft Edge via Windows from 3.234.51.79.

TIMESTAMP	AUDIT
11/16/2023 23:41 EST	John (jwalsh@sthelensoregon.gov) viewed the document on Chrome via Windows from 23.81.71.168.
11/16/2023 23:52 EST	John (jwalsh@sthelensoregon.gov) authenticated via email on Microsoft Edge via Windows from 174.247.183.82.
11/16/2023 23:52 EST	John (jwalsh@sthelensoregon.gov) signed the document on Microsoft Edge via Windows from 174.247.183.82.
11/16/2023 23:52 EST	Susan (susanb@traveloregon.com) was emailed a link to sign.
11/21/2023 18:37 EST	Susan (susanb@traveloregon.com) viewed the document on Microsoft Edge via Windows from 67.160.136.194.
11/21/2023 18:38 EST	Susan (susanb@traveloregon.com) authenticated via email on Microsoft Edge via Windows from 67.160.136.194.
11/21/2023 18:38 EST	Susan (susanb@traveloregon.com) signed the document on Microsoft Edge via Windows from 67.160.136.194.