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STATE OF OREGON
HOUSING AND COMMUNITY SERVICES DEPARTMENT
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY SUBRECIPIENT GRANT AGREEMENT

This Subrecipient Grant Agreement No. 9045 (this "**Agreement**") is entered into on the Effective Date (as hereinafter defined) by and between the State of Oregon, acting by and through its Housing and Community Services Department ("**OHCS**" or "**Agency**"), and **Columbia-Pacific Economic Development District of Oregon, Inc.,** an Oregon nonprofit public benefit corporation (the "**Subrecipient**"). OHCS and the Subrecipient may be jointly referred to herein as the "Parties" or, individually as a "Party".

RECITALS

A. Pursuant to Public Law (P.L.)117-43 and the Federal Register Notice dated February 3, 2022 at 87 FR 6364, the U.S. Department of Housing and Urban Development ("**HUD**") awarded $422,286,000 in Community Development Block Grant Disaster Recovery ("**CDBG-DR**") funds to OHCS (the "**OHCS Award**") for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) and described in OHCS' Action Plan that was approved by HUD (the "**Action Plan**").

B. The Action Plan describes how OHCS will support wildfire recovery in the eight most impacted counties (Clackamas, Douglas, Jackson, Klamath, Lane, Lincoln, Linn, and Marion counties) (collectively, the "**Impacted Area**") by the 2020 Labor Day fires in Oregon. OHCS will disburse the OHCS Award to counties, municipalities, nonprofit organizations, school districts, public housing authorities, special districts or other public or quasi-public entities (collectively, "**Subrecipients**" in the Impacted Area.

C. The Action Plan also describes the various CDBG-DR recovery programs (collectively, the "**Programs**" and each, a "**Program**") under which Subrecipients will conduct allowable recovery activities in the Impacted Area. The Program applicable to the Subrecipient's allowable recovery activities and the Subrecipient's Program requirements, are defined in Exhibit A attached hereto (the "**Program Requirements**").

D. For the Subrecipient's delivery of the Program Activities, OHCS is sub awarding a portion of the OHCS Award to the Subrecipient in an amount not to exceed **EIGHT HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS** ($825,000) (the "**Grant**" or the "**Grant Amount**"), subject to the terms and conditions set forth herein.

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AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, including the terms, conditions, covenants, warranties, and undertakings set forth herein, the Parties hereto hereby agree as follows:

1. TERM

This term of this Agreement (the "**Term**") will become effective on when all Parties have executed this Agreement and all necessary approvals have been obtained (the "**Effective Date**") and expires on **February 2, 2029** (the "**Expiration Date**"), unless otherwise terminated as provided in this Agreement or extended as required below. Subrecipient's performance of the Program Activities described in Exhibit A may start **November 1, 2024,** and shall be governed by the terms and conditions herein, and such expenses incurred by Subrecipient may be reimbursed in accordance with this Agreement, once this Agreement is in effect. To the extent that the Subrecipient desires to extend the Term, a request for an amendment must be sent in writing to OHCS thirty (30) calendar days prior to the Expiration Date outlining the reasons for the delay and specify the request for additional time needed.

Attachments
The following Exhibits and referenced documents are incorporated herein by reference to the same extent and with the same force and effect as if fully set forth herein, provided, however, that nothing in the Exhibits or in the incorporated documents will be deemed to modify the express provisions hereinafter set forth.

Exhibit A: Allowable Program Activities and Requirements
Exhibit B: Insurance Requirements
Exhibit C: Federal Grant Award Information
Exhibit D: HUD General Provisions and other Federal Statutes
Exhibit E: Approved Project Budget
Exhibit F: Project Description, Attachments & Certifications (Application)

2. GENERAL REQUIREMENTS

2.1 The Subrecipient shall conduct, in a satisfactory manner as determined by OHCS, Program Requirements and provide the Program Activities for emergency relief in the Impacted Area as defined in Exhibit A. The Subrecipient shall perform all requirements in accordance with the terms of this Agreement and all exhibits, which are hereby incorporated.

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2.2 The Subrecipient shall prepare and submit to OHCS all required project(s) documentation in accordance with the attached Exhibit A. OHCS reserves the authority and discretion to review and require revisions before approving the use of funds for project implementation.

2.3 The Subrecipient may only carry out the roles and responsibilities described in this Agreement.

2.4 The Subrecipient is prohibited from charging to Grant the costs of ineligible activities, including those described at 24 C.F.R. 570.207, unless waived or made eligible by applicable Federal Register Notice, from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying. The Subrecipient may be financially liable for the carrying out of activities outside the parameters of the Program or the contemplated Program Requirements.

2.5 All activities funded with CDBG-DR funds must meet one of two CDBG-DR Program's National objectives: benefit low-and-moderate-income (LMI) persons or addressing urgent need. The Subrecipient certifies that the activities carried under this Agreement meet at least one of these national objectives. Additionally, Subrecipient ensures collection of the necessary information and applicable forms to document National Objectives met.

The Subrecipient shall ensure that the services meet the applicable CDBG-DR National Objective(s) and that all subgrantees, subcontractors or third party completes the applicable forms to document the National Objective(s). The urgent need national objective will only be used when an LMI national objective cannot be achieved through the project, but the project has demonstrable recovery or mitigation benefits within the HUD- or grantee- identified Most Impacted and Distressed (MID) areas. Each approved Project Description Form will describe the urgency, type, scale, and location of the disaster-related impact that will be addressed through the project. For planning activities, in accordance with 87 FR 6364: "To assist state grantees, HUD is waiving the requirements at 24 CFR 570.483(b)(5) and (c)(3), which limit the circumstances under which the planning activity can meet a low and moderate-income or slum-and-blight national objective. Instead, as an alternative requirement, 24 CFR 570.208(d)(4) applies to states when funding disaster recovery-assisted, planning-only grants, or when directly administering planning activities that guide disaster recovery. In addition, 42 U.S.C. 5305(a)(12) is waived to the extent necessary so the types of planning activities that states may fund or undertake are expanded to be consistent with those of CDBG Entitlement grantees identified at 24 CFR 570.205."

3. PERFORMANCE MONITORING AND REPORTING

3.1. Monitoring. OHCS shall monitor the performance of the Subrecipient as necessary to ensure that the funds allocated to the Subrecipient are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this

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Agreement, including the timeframes and performance goals associated with the activities under this program. The review will include reviewing financial and performance reports required by OHCS; following up and ensuring that the Subrecipient takes timely and appropriate actions on all deficiencies pertaining to the Federal award provided to the Subrecipient from OHCS detected through audits, on-site monitoring and other means; and issuing a management decision for audit finding pertaining to the Subrecipient from OHCS as required by 2 C.F.R 200.521.

Substandard performance, defined as a performance that falls short of the standard expected of the Subrecipient, will constitute noncompliance, and may be suspended or terminated as described in Section 6.2 of this agreement.

If action to correct such substandard performance is not taken by the Subrecipient within mutually agreed timeline, OHCS may impose additional conditions, disallow all or part of the cost of the activity or action not in compliance or initiate other remedies for noncompliance, as appropriate and permitted under 2 C.F.R Part 200.339.

3.2 Reporting. The Subrecipient shall complete and submit a monthly report by the 15th of each month for the previous month for each individual project, unless otherwise agreed by OHCS. The report must be submitted in the form and with the content specified and required by OHCS. OHCS shall notify the Subrecipient in writing of the guidelines and requirement applicable to submittal of each project's performance report, and such notification will be deemed incorporated by reference to this Agreement.

The Subrecipient shall provide OHCS with a final project report upon completion of the project. It is expressly understood and agreed by the parties that if the Subrecipient fails to submit to OHCS in a timely and satisfactory manner any report required by this agreement, OHCS may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by the Subrecipient. If OHCS withholds such payments, it shall notify the Subrecipient in writing of its decision and the reasons, therefore. Payments withheld pursuant to this paragraph may be held by OHCS until such time as the delinquent obligations for which funds are withheld are fulfilled by the Subrecipient.

The Subrecipient is required to immediately report to OHCS any incident of criminal misapplication of funds associated with this agreement.

4. GRANT FUNDS AND DISBURSEMENT

4.1. Budget. The Subrecipient shall complete all activities in Exhibit A of this Agreement in accordance with the approved project budget (Exhibit E) attached hereto. OHCS may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide any requested supplementary budget information in the form

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and content prescribed by OHCS. Any amendment to the budget must be approved in writing and signed by OHCS and the Subrecipient.

4.2. Budget Changes. Subrecipient may make changes to any budget category amounts up to 10% of the total award amount per line item with the approval of OHCS so long as budget categories are not added or deleted, the total dollar amount of the Agreement is not affected, and the outcomes of the Agreement will not be materially affected as determined by OHCS. Such changes to the budget must be approved in writing and signed by OHCS and the Subrecipient. Amendments are required for any other budget changes.

4.3. Working Capital Advance. If lacking sufficient working capital, the Subrecipient can request a Working Capital Advance to cover anticipated initial expenses. After the initial period, the Subrecipient will receive funds on a reimbursement basis. In its request to Agency, the Subrecipient must provide documentation demonstrating financial need. The Subrecipient must also maintain, or demonstrate the willingness to maintain, both written procedures that minimize the time elapsing between the transfer of funds and disbursement, and financial management systems that meet the standards for fund control and accountability as established in this part. Working Capital Advance payments to the Subrecipient must be limited to the minimum amounts needed for the initial period and be timed to be in accordance with the estimated, immediate cash requirements of the Subrecipient in carrying out the purposes of the grant as described in this Agreement. The timing and amount of Working Capital Advance payment must be as close as is administratively feasible to the actual disbursements by the Subrecipient for allowable grant direct costs and the proportionate share of any allowable indirect costs. Working Capital Advance fund payments are at Agency's sole discretion and will be made only as close as is administratively feasible to the actual use by the Subrecipient for applicable direct or indirect Work costs and only up to the proportionate share of such allowable costs as is permitted under the Agreement, including applicable Program Requirements.

4.4. Cash Advance. If the Subrecipient has insufficient cash flow to cover the costs of administering this agreement, then cash advances may be requested. This method transfers CDBG-DR funds to the Subrecipient to meet obligations before actual cash disbursements have been made. The services are rendered, costs are incurred, but the invoice received (or expected) has not been paid. Cash advances are considered expended by HUD and do not require an interest-bearing account. These funds will need to be substantiated with supporting documentation within a reasonable timeframe. Upon receipt of the cash advance, the Subrecipient will pay the invoice within three (3) days to be compliant with the federal Cash Management Improvement Act and OHCS' timely expenditures policy. As an additional financial safeguard, OHCS may require Subrecipients to deposit any amount exceeding $25,000.00 into an interest-bearing account if the funds are not utilized within three (3) business days of receipt.

4.5. Indirect Costs. Indirect costs may be charged to OHCS, under a negotiated indirect cost rate agreement with a federal cognizant agency, a de minimis indirect cost rate (for applicable entities) or indirect cost proposal prepared and approved prior to the charging

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to the grant, in accordance with 2 C.F.R. Part 200, subpart E, as approved by OHCS in writing.

4.6. Program Income. The Subrecipient shall notify OHCS, within twenty-four (24) hours of receipt of any Program Income generated by activities carried out with CDBG-DR funds made available under this Agreement. All Program Income, as defined at 24 C.F.R Part 570.500 generated by activities carried out with Grant funds must be returned to OHCS if retention of such is not previously approved, in writing, by OHCS. Program Income is subject to all applicable CDBG-DR laws, regulations and OHCS policies and procedures for so long as it exists. All program assets, other than Program Income (property, equipment, etc.) will revert to OHCS upon the termination of this Agreement in accordance with applicable Federal laws, regulations, HUD Notices, policies and guidelines. OHCS will notify the Subrecipient in writing of the applicable procedures for the return or reversion of Program Income and Program Assets to OHCS, as applicable to the activities.

4.7. Request for Reimbursement. The Subrecipient shall submit to the Agency request for reimbursements of activities under this Agreement and consistent with the approved budget and scope of work for each project, by the 15th of the month, for the previous month, unless otherwise agreed by the Agency. Each Request for Reimbursement must be broken down into requested reimbursements against the budget line items associated with the individual approved budget for each project. The Subrecipient shall submit Request for Reimbursements to the Agency, on the form and with the content specified and required by OHCS. The request for Reimbursements must be submitted with all documents necessary to justify the payment or any other supporting documents requested by OHCS. Documentation must be provided by Subrecipient demonstrating that all vendor procurements for which payment is requested have been made in accordance with this Agreement, unless such a vendor procurement record has already been provided to OHCS. If OHCS determines that the submitted Request for Reimbursement and supporting documents are acceptable, then the invoice must be approved for payment. The Agency reserves the right to conduct any audit it deems necessary. If OHCS determines that any completed grant activities or documentation are not acceptable and that any deficiencies are the responsibility of Subrecipient, OHCS shall prepare a written description of the deficiencies and will deliver such notice to Subrecipient. The Parties shall correct any deficiencies at no cost to OHCS.

4.8. Cash Management. In accordance with U.S. Department of Treasury Regulations, 31 CFR Part 205, implementing the Cash Management Improvement Act, the Subrecipient shall limit any request for funds to the minimum amount needed to accomplish its described purposes and to time the requests in accordance with the actual, immediate requirements in carrying out Grant programs to be funded through Request for Funds.

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5. FUNDING APPROPRIATION

Funding under this Agreement is contingent on a CDBG-DR award to OHCS or a Grant Agreement between the State of Oregon or OHCS, and HUD, and OHCS' receipt of CDBG-DR funds. It is expressly agreed and understood that the total funding amount to be paid by OHCS to the Subrecipient under this Agreement must not exceed the amount specified in this Agreement. Such payment will be compensation for all allowable services required, performed, and accepted under this Agreement. However, OHCS reserves the right to reduce the funding amount if CDBG-DR funding is not provided at the currently anticipated levels and/or if the actual costs for the approved activities are less than those set forth in this Agreement.

6. SUSPENSION OR TERMINATION

6.1. Nonperformance Standard. If at the end of the six (6) months from the Effective Date, as defined in Section 1, of this Agreement, the Program activity has not begun or at any time during the term the Program activity has not accomplished the performance objectives set forth by OHCS, OHCS may, at its sole discretion, terminate this Agreement, de-obligate funds made available under this Agreement, and/or recapture funds previously expended by the Subrecipient under this Agreement from non-federal funds. No extensions of this Agreement will be granted unless the Subrecipient can document circumstances beyond its control that prevented start of the activities. OHCS shall review the properly filed and documented circumstances which are alleged to have prevented initiation of activity and exclusively reserves the right to decide if an extension is warranted, relative to the reasons stated as well as the prevailing circumstances.

6.2. Termination. OHCS may terminate this Agreement, in whole or in part, upon 45 calendar days' notice, whenever it determines that the Subrecipient has failed to comply with any term, condition, requirement or provision of this Agreement. Failure to comply with any terms of this Agreement, include (but not limited to) the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time.
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.
3. Ineffective or improper use of Grant funds provided under this Agreement; or
4. Submission by the Subrecipient to OHCS of reports that are incorrect or incomplete in any material respect.
5. Continuing to provide misinformation to applicants or the public regarding allowable recovery activities under the Programs after receiving notice from OHCS that identifies the misinformation previously provided.

6.3. OHCS shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination will take effect and any other notifications required under 2 CFR part 200.339 through 200.343. Upon termination, OHCS reserves the right to recover any improper expenditures from

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the Subrecipient and the Subrecipient shall return to OHCS any improper expenditures no later than thirty (30) calendar days after the date of termination.

6.4. OHCS may, at its sole discretion, allow the Subrecipient to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this Agreement, 2 CFR Part 200, Subpart E, Cost Principles, and any other applicable State or Federal statutes, regulations, or requirements.

6.5. This Agreement may be terminated in whole or in part by either OHCS or the Subrecipient or based on agreement by both parties in accordance with the requirements in 2 CFR part 200.339 through 200.343.

7. INDEMNITY

Subject to applicable law, the Subrecipient shall and shall require by contract that its subgrantees shall, defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon and OHCS and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or, relating to the activities of the Subrecipient or its officers, employees, subgrantees, subcontractors, or agents under this Agreement.

8. NOTICES

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given must be given in writing by personal delivery, email, or mailing the same, postage prepaid, or other written instrument, to the Subrecipient or OHCS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate pursuant to this Section; provided however that any notice of termination must be given by certified or registered mail, return receipt requested. Any communication or notice so addressed and mailed will be deemed given five (5) calendar days after mailing. Any communication or notice delivered by email will be deemed to be given when receipt of transmission is generated by the transmitting machine. Any communication or notice by personal delivery will be deemed to be given when actually delivered.

9. MERGER CLAUSE

This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. No modification or amendment of this Agreement will bind either Party unless in writing and signed by the Parties (and the necessary approvals obtained), and no waiver or consent will be effective unless signed by the party against whom such waiver or consent is asserted. Such waiver or consent, if given, will be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

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OHCS or the Subrecipient may amend this agreement at any time provided that such amendments make specific reference to this Agreement, are approved by OHCS, and are signed in writing by a duly authorized representative of OHCS and the Subrecipient. Such amendments will not invalidate this Agreement, nor relieve or release OHCS or the Subrecipient from its obligations under this Agreement. Amendments will generally be required when any of the following are anticipated: i) revision to the scope or objectives of the Program, including purpose or beneficiaries; ii) need to extend the availability of Grant Funds; iii) revision that would result in the need for additional funding; and iv) expenditures on items for which applicable cost principles require prior approval (see 24 CFR 570.200h for pre-award/pre-agreement costs).

OHCS may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both OHCS and the Subrecipient.

10. CONFIDENTIALITY

The Subrecipient shall and shall require and cause its subcontractors and vendors to protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither it nor they shall release or disclose any such information except as necessary for the administration of the program(s) funded under this Agreement, as authorized in writing by the client, applicant or recipient of such services, or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons.

The Subrecipient shall and shall require and cause its subcontractors and vendors to adhere to the CDBG-DR Personally Identifiable Information Policy found on the ReOregon website at https://re.oregon.gov, as updated from time to time.

The Subrecipient shall and shall require and cause its subcontractors and vendors to ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

11. INSURANCE REQUIREMENTS

Subrecipient shall provide all necessary insurance, or self-insurance, as described in Exhibit B. Subrecipient shall require and ensure that each of its subrecipients and subcontractors complies with these requirements.

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12. DUAL PAYMENT

The Subrecipient shall not be compensated for work performed under this Agreement from any other department of the State of Oregon, nor from any other source, including the federal government, unless such funds are used solely to increase the total Work provided under this Agreement. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to Agency.

13. GOVERNING LAW; VENUE; 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") involving Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County, for the State of Oregon or, if necessary, the United States District Court for the District of Oregon. Grantee expressly consents to the *in personam* jurisdiction of such courts.

Notwithstanding the foregoing, OHCS and the State of Oregon, as well as any other public-body party hereto, expressly reserve, and do not waive or limit 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.

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Signature Page

The Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

OHCS:

STATE OF OREGON, acting by and through its **Housing and Community Services Department**

_____	_____
Designated Procurement Officer- Disaster Recovery & Resiliency	Date
Signed by: 1087AGG28CF94D7...	3/11/2025
_____	_____
Contract Administrator Approval	Date

SUBRECIPIENT:

Signed by: Sarah Lu Heath 782E61120002468...	4/22/2025
_____	_____
(Signature)	Date
Sarah Lu Heath	Executive Director
_____	_____
Printed Name	Title

Approved for Legal Sufficiency in accordance with ORS 291.047:

Joseph M. Callahan via email on 3/11/2025
Department of Justice Attorney /Date

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EXHIBIT A

Planning, Infrastructure, and Economic Revitalization (PIER) Program
Infrastructure Allowable Program Activities and Program Requirements[1]

1. Program Purpose

The Planning, Infrastructure, and Economic Revitalization Program (PIER) as outlined in the Action Plan allows for a wide range of CDBG-DR-eligible infrastructure, economic revitalization, and planning and mitigation activities (collectively, "**Allowable Program Activities**") for the Subrecipient's delivery of the Program Requirements. As described below, the Subrecipient will propose the specific projects that qualify as Allowable Program Activities as part of the Program Requirements for OHCS' review and approval (each, a "**Project**" and collectively, the "**Projects**"). Projects under the PIER Program will address the unmet planning, infrastructure, and economic revitalization recovery and mitigation needs that fall within the Impacted Area.

2. Project Description:

This project will restore designated sections of asphalt Local Access roadways, as defined by ORS 368.031, within the Highland Estates subdivision, that were damaged by wildfire recovery activities back to pre-disaster conditions. Maintenance of these publicly owned Local Access Roads is the responsibility of Highland Estates Homeowners Association (HEHA) as the adjacent property owners. The Roads damaged in the Highland Estates subdivision provide the only access point to a critical public safety communications tower that serves North Lincoln Fire & Rescue, the Lincoln County Sheriff's Office, the Lincoln County Road Department, and Pacific West Ambulance service that is located at the end of Highland View Lane. The route to the tower must be passable to assure emergency communications and access to the equipment to restore communications during power outages or during future disasters. The current condition of the roads poses unsafe conditions, and the continued use of the roads by heavy trucks and equipment to clear debris because of the Echo Mountain wildfire have continued to make the asphalt conditions worse. The project will include approximately 7,290 feet of asphalt paving for portions of Highland Road, Ridgecrest, and Highland View Lane.

Refer to Exhibit F for a full description of the project, attachments, and certifications.

[1] Capitalized terms used in this Exhibit without definition have the meaning ascribed to such term in the Subrecipient Grant Agreement.

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3. Milestones:

Activity	Date
Procure Engineering Firm	April 30, 2025
Complete Final Design & Cost Estimate	June 30, 2025
Advertise for Construction Bids	July 31, 2025
Bid Opening	September 2, 2025
Construction (Pending Weather Conditions)	October 15, 2025
Construction Completion (Pending Weather Conditions)	October 31, 2025
Project Closeout	February 2, 2026

4. Eligible Areas:

The following is a list of the eligible disaster counties for PIER funding. Proposed infrastructure projects must occur in one of these listed counties to be eligible for assistance.

- Clackamas County
- Douglas County
- Jackson County
- Klamath County
- Lane County
- Lincoln County
- Linn County
- Marion County

The eligible county for this project is: **Lincoln County**

5. National Objective:

All proposed infrastructure projects under this program must meet a national objective to be eligible for assistance. A project must meet the national objective of: 1) benefiting low and moderate income (LMI) persons or households, where at least 51% of those benefiting are LMI, or 2) addressing an urgent need.

- Low and Moderate Income Area Benefit (LMA): To document the LMI Area Benefit national objective, the Subrecipient may:
    - Use either HUD-provided data comparing census data with appropriate low- and moderate-income levels; or
    - Conduct a methodologically sound income survey to determine if the percentage of those benefiting is at least 51%.

- Urgent Need: To document the Urgent Need national objective, the Subrecipient must:

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- Describe the specific need and its related urgency the project is addressing and how the existing conditions pose a serious and immediate threat to the health or welfare of the community in which the project takes place; and
- How the project responds to the urgency, type, scale, and location of the disaster-related impact as described in the OHCS unmet or mitigation needs assessments in the ReOregon Action Plan.

The National Objective for this project is: **Urgent Need**

The Highland Estates Homeowners Association has an urgent need to repair the damaged roads. As a result of the 2020 Wildfire and wildfire recovery efforts, the roads pose ongoing unsafe driving conditions. Continued usage by heavy trucks and equipment (being used to still clear debris and rebuild homes) makes the unsafe driving conditions worse. Roads damaged in the Highland Estates subdivision provide the only access point to a critical public safety communications tower that serves North Lincoln Fire & Rescue, the Lincoln County Sheriff's Office, the Lincoln County Road Department, and Pacific West Ambulance service that is located at the end of Highland View Lane. The route to the tower must be passable to assure emergency communications and access to the equipment to restore communications during power outages or during future disasters.

This project activity responds to the stated urgency described in the Action Plan 2.3.1.1 Roads and Bridges, and included in the statement, "Many roads suffered further damage from unusually high usage by heavy equipment during clean-up, debris removal and hazard debris removal phases of recovery.

This project will address the urgent need for repair of these damaged roads. The use of asphalt paving for the roads will provide a solid, safe driving surface for the 47 properties in this area as well as three other properties not in the association that use and access the road by easement.

6. Allowable Program Activities

6.1. Disaster Tie-Back or Mitigation: Infrastructure Program Requirements and Projects must clearly relate to the recovery needs resulting from the 2020 Labor Day fires or to mitigate future disaster events in the Impacted Area. Program Requirements and Projects involving recovery activities must directly or indirectly relate to damage sustained by the 2020 Labor Day fires. Sample mitigation activities may be reconstruction of damaged public use buildings or infrastructure. Program Requirements and Projects involving mitigation activities can be more forward looking and must reduce the expected loss of life or property in the face of identified natural hazards. Sample mitigation activities include applying ignition-resistant materials to public facilities, and other infrastructure projects that clearly result in increased resilience to future disasters.

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This Project will be a: **Tie-back**

The primary purpose of this project is to repair designated sections of damaged roads and establish pre-disaster conditions. Road damage resulted from initial fire emergency vehicles and heavy equipment brought in to remove foundations, mobile homes, burned vehicles, and trees. Roads damaged in the Highland Estates subdivision provide the only access point to the critical public safety communications tower that serves North Lincoln Fire & Rescue, the Lincoln County Sheriff's Office, the Lincoln County Road Department, and Pacific West Ambulance service that is located at the end of Highland View Lane.

The tie-back is documented by the following: (1) roughly one-third of the homes in the Highland community were destroyed by the Echo Mountain complex fires of 2020; (2) damage resulted from initial fire emergency vehicles; and, (3) damage was increased by heavy equipment brought in to remove foundations, scrap metal, mobile homes, and other large debris.

6.2. Eligible Activities: Infrastructure projects must meet an eligible activity related to infrastructure as defined by the Housing and Community Development Act of 1974 (HCDA) Section 105 (a). The Subrecipient may use the Grant funds for the following eligible activities under the PIER Program. Housing Projects are not eligible under the PIER Program. Activities must be related to rebuilding or replacing impacted infrastructure and/or building infrastructure that will help communities recover or mitigate against current or future hazards. Examples of infrastructure activities include, but are not limited to:

- Repair, replacement, or relocation of damaged public facilities such as rehabilitation of schools, roads, publicly or nonprofit-owned utilities.
- Rebuild or build new public facilities or improvements such water or wastewater facilities, emergency communications systems, drainage improvements, and/or other projects that address specific current or projected hazards.
- FEMA PA or HMGP match, provided the FEMA-approved project meets all CDBG-DR eligible and applicable federal cross-cutting requirements.

The Eligible Activity for this project is:

- Assistance for Public Facilities and Improvements under HCDA Section 105(a)(2): Acquisition, construction, reconstruction, or installation of public works, facilities, and site or other improvements

7. Limitations Pending Environmental Clearance

Upon request from OHCS, Subrecipient shall coordinate and prepare all necessary information to allow OHCS to complete the Environmental Review for the Project(s) in compliance with 24 C.F.R. Part 58 regulation. The Subrecipient acknowledges that it has no legal claim to any amount of Grant funds for any Projects under this Agreement until the environmental review process is

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completed and approved by OHCS and HUD has issued the Authority to Use Grant Funds. The Subrecipient acknowledges that it will not begin any actions related to the project until the environmental review process is completed and Subrecipient has received written approval and Notice to Proceed from OHCS.

8. Program Management

Utilizing internal staff and/or procured professional services, the Subrecipient shall perform all required Program management services, including but not limited to the following roles and responsibilities:

a) Utilize and follow the CDBG-DR Subrecipient Manual as found on the OHCS website and submit required forms as directed by OHCS.
b) Secure equipment, technology and workspace required to support program management operations for each project.
c) Ensure adequate staffing levels to support all project activities funded in whole or in part by CDBG-DR funds, including human resource management. Utilizing internal staff and/or contracted professional services, provide a dedicated project management team to efficiently and effectively carry our program activities.
d) Provide detailed organizational chart that identifies specific personnel responsible for implementation and compliance of Projects.
e) Act as point of contact between OHCS, its representatives and contractors.
f) Lead coordination and control over execution of approved Project activities.
g) Monitor Project status and establish necessary tools for controlling schedule, budget and scope.
h) Lead and coordinate the implementation of change management, risk management and quality assurance.
i) Lead and approve Project monitoring activities to prepare and present reports as required by OHCS.
j) Lead, coordinate and facilitate, with Agency approval, all necessary, program-wide public presentations, meetings, and stakeholder engagements.
k) Coordinate, support, and analyze performance measurement of contractors and report results in coordination with OHCS or its authorized representatives.
l) Maintain a complete understanding of all applicable CDBG-DR program policies, requirements, procedures, and guidelines; and identify/promote all necessary corrective actions. Ensure that all such requirements are met throughout Project development and implementation.
m) Coordinate documentation submission for the approved Project to OHCS in the manner OHCS requires.
n) Track and report status of performance and adherence to project milestones of approved Project to OHCS in the manner OHCS requires.
o) Review and maintain backup documentation of all Project requests for Reimbursements.

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p) Identify, communicate, and resolve delays or situations that affect the scope, budget or schedule of the Project.
q) Monitor compliance with regulations, laws, safety codes, standards, policies, management of program resources, and current procedures applicable to Program.

9. Capacity and Risk Assessment

Based on Capacity and Risk Assessment the Subrecipient shall:

- Participate in capacity building activities as directed by OHCS.
- Complete all required training sessions to improve organizational capacity.
- Develop, update, implement or adopt OHCS policies in compliance with state and federal regulations withing 45 days after this Agreement is executed.
- Within 45 days after the Effective Date, submit an updated organizational chart for offices and divisions of the Subrecipient participating in the implementation and management of the CDBG-DR awarded funds that clearly demonstrate appropriate segregation of duties in compliance with 2 C.F.R Part 200.303. Additionally, it needs to identify specific personnel responsible for the implementation of the Project.
- Establish a project administration budget using personnel fees that are compliant with 2 CFR 200 and 24 CFR 570 prior to first draw request.

10. Elevation of Nonresidential Structures

- Nonresidential structures, including infrastructure, assisted with CDBG–DR funds must be elevated to the standards described in this paragraph or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above the 100-year (or one percent annual chance) floodplain.
- All Critical Actions, as defined at 24 CFR 55.2(b)(3), within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(2)– (3) or successor standard) to the higher of the 500-year floodplain elevation or three feet above the 100-year floodplain elevation. If the 500-year floodplain or elevation is unavailable, and the Critical Action is in the 100-year floodplain, then the structure must be elevated or floodproofed at least three feet above the 100-year floodplain elevation.
- Activities subject to elevation requirements must comply with applicable federal accessibility mandates. In addition to the other requirements in this section, the subrecipient must comply with applicable state, local, and tribal codes, and standards for floodplain management, including elevation, setbacks, and cumulative substantial damage requirements.

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11. Content of Project Files for Infrastructure Projects

The following items are required and shall be available as part of the project file for all infrastructure projects awarded PIER funding:

- **Project Proposal:** A comprehensive project proposal outlining the scope, objectives, initial Duplication of Benefits review, and budget of the infrastructure project. This document should include a detailed description of the proposed activities, timelines, and anticipated outcomes. If there are any changes to previously approved project or budget allocation, Subrecipient must obtain OHCS approval.
- **General Compliance:** Documentation demonstrating the project meets CDBG-DR National Objectives, and all relevant federal requirements including but not limited to Citizen Participation, Environmental Review, Procurement and Contracting, Labor Standards, Section 3, Uniform Relocation, Section 504, Affirmatively Furthering Fair Housing and other Civil Rights requirements, language access and all other requirements associated with CDBG-DR funding.
- **Citizen Participation Plan Requirements:** The subrecipient must conduct a public hearing pursuant to Section 508 of the Housing and Community Development Act to provide the public with a status of the funded activity and provide opportunity for public comment on the project.
- **Environmental Review:** Completion of an environmental review process to assess any potential environmental impacts of the project. This may involve conducting environmental assessments, obtaining necessary permits, and ensuring compliance with environmental regulations.
- **Procurement of Services:** Documentation detailing the procurement process for each procurement transaction covered by this agreement to ensure compliance with all applicable guidelines under 2 CFR Part 200.
- **Engineering and Design Plans:** Documents detailing engineering and design plans for the infrastructure project. All newly constructed infrastructure assisted with CDBG-DR funds must be designed and constructed to withstand extreme weather events and the impacts of climate change. These plans should also meet all relevant codes and standards, and they should include specifications for materials, construction methods, and project components. All engineering and design plans must be signed by a licensed engineer or architect.
- **Permitting and Approvals:** Documents demonstrating that the Subrecipient has obtained all necessary permits, licenses, and approvals required to initiate and complete the infrastructure project. This may involve coordination with local, state, and federal agencies, and compliance with zoning and land use regulations. All required permits must be obtained, and copies must be submitted and reviewed by the Subrecipient prior to the start of construction.

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- **Wage Determination Selection:** The Subrecipient must obtain the current, applicable wage determination for the project. Wage determinations can be found on the SAM.gov website. (www.SAM.gov). The correct wage determination must be incorporated into the bid documents and included in all construction contracts. At least 10 days prior to the bid opening, the Subrecipient must verify that the wage determination is still current, and if necessary, provide a new wage determination if the previously issued wage determination has been modified.
- **Contractor Eligibility:** The Subrecipient must verify prior to signing any contracts that selected contractors and subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs. This verification can be completed by going to the SAM.gov website (www.SAM.gov).
- **Contract Documents:** All contract documents. The Subrecipient must ensure all required federal contract language is included in each project. A complete list can be found in the CDBG-DR Subrecipient Manual as found on the OHCS website.
- **Construction and Implementation:** The Subrecipient must ensure documented execution of the infrastructure project according to the approved plans and specifications. This includes managing the construction process, ensuring quality control, and adhering to project timelines and budgets. Any changes to the original project scope must be reviewed prior to approval.
- **Labor Standards Compliance:** Documentation of compliance with federal labor standards provisions, including but not limited to, the Davis Bacon Act, The Copeland Anti-kickback Act, the Contract Work Hours and Safety Standards Act, the Fair Labor Standards Act, and the Federal Labor Standards Provisions (HUD Form 4010).
    - Certified Payroll Reports: The subrecipient shall review weekly certified payroll reports to verify proper payment of prevailing wages for all employees at the site of work. Any discrepancies in the certified payrolls must be resolved and documented and where necessary document payment of restitution for any underpayment of wages.
    - On-Site Employee interviews: The Subrecipient must conduct employee interviews to verify information submitted on the certified payroll reports.
- **Section 3 Requirements:** Documentation of compliance with the Section 3 requirements under 24 C.F.R. Part 75.
- **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**: Documentation of compliance with URA requirements regarding the acquisition of any real property, including easements.
- **Monitoring and Reporting:** Regular monitoring and reporting on the progress and performance of the infrastructure project. This may involve site visits, inspections,

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and tracking key metrics to assess project outcomes and identify any issues or deviations from the original plan.

- **Performance and Financial Reporting:** Accurate and timely financial reporting, including documentation of all expenditures related to the infrastructure project.
- **Project Documentation:** Comprehensive documentation of all project activities, including contracts, invoices, change orders, and any other relevant records. This documentation should be organized and easily accessible for state and federal monitoring and audits purposes.
- **CDBG-DR required data** as applicable to the type of infrastructure project, including but not limited to:
    - # of Public Facilities
    - # of Linear feet of public improvement
    - # of Elevated Structures
    - # of Acres of newly added or improved green space
    - # of Structures hardened against future flood events
    - # of Linear feet of water lines
    - # of Pump stations repaired/replaced
    - # of Linear feet of sewer lines
    - # of Non-residential buildings

  Required Data for this project is:
    - **# of Linear feet of public improvement (7,290 Linear feet of asphalt paving)**

- **Evaluation and Impact Assessment:** Conducting an evaluation and impact assessment of the completed infrastructure project to determine its effectiveness in meeting the intended goals and objectives.
- **Final plan and completed closeout** packet in a form provided by OHCS.

12. Change Orders

To ensure that all federal and environmental requirements are considered throughout the project, all change orders for construction must be reviewed and approved by OHCS prior to acceptance. Amendments to the Agreement will be required if the total dollar amount of the Agreement is affected, if the project's scope of work or deliverables are materially affected, or if the project timeline is significantly delayed. Changes to the project budget must be approved in writing and signed by an authorized OHCS Procurement Officer, Contract Administrator, and Subrecipient. Change orders valued at over 10% of the Agreement total may also require regional PIER Selection Committee review and recommendation to OHCS.

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13. Completion of Agreement and Closeout

The closeout process will begin when all eligible activities and national objectives have been completed and all Grant funds have been disbursed. Before commencement of the closeout process, Subrecipient must complete Closeout Package in a form and with the content prescribed by OHCS.

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EXHIBIT B
INSURANCE
REQUIREMENTS

Subrecipient shall obtain at Subrecipient's expense the insurance, or self-insurance, in the amounts specified in this Exhibit B prior to performing under this Grant Agreement and shall maintain it in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Subrecipient shall obtain the following insurance from 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 Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Subrecipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY
All employers, including Subrecipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Subrecipient shall require and ensure that each of its subcontractors complies with these requirements. If Subrecipient is a subject employer, as defined in ORS 656.023, Subrecipient shall also obtain employers' liability insurance coverage with limits not less than $500,000 each accident. If Subrecipient is an employer subject to any other state's workers' compensation law, Subrecipient shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than $500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:
☒ **Required**
Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project or operation. 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.

AUTOMOBILE LIABILITY INSURANCE:
☒ **Required** ☐ **Not Required**
Automobile Liability Insurance covering Subrecipient's business use including coverage for all

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owned, non-owned, or hired vehicles with a combined single limit of not less than $1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

☒ **Required** ☐ **Not Required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Subrecipient and Subrecipient's subcontractors, agents, officers or employees in an amount not less than $1,000,000 per claim. Annual aggregate limit shall not be less than $2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Subrecipient shall provide Tail Coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

☒ **Required** ☐ **Not Required**

Subrecipient shall provide network security and privacy liability insurance for the duration of the Grant Agreement and for the period of time in which Subrecipient (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than $1,000,000 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

☒ **Required** ☐ **Not Required**

Directors, Officers and Organization insurance covering the Subrecipient's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions - with a combined single limit of no less than $1,000,000 per claim.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

WAIVER OF SUBROGATION:

Subrecipient shall waive rights of subrogation which Subrecipient or any insurer of Subrecipient

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may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Subrecipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Subrecipient or the Subrecipient's insurer(s).

TAIL COVERAGE:
If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Subrecipient 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 this Grant Agreement, for a minimum of 24 months following the later of (i) Subrecipient's completion and Agency's acceptance of all Services required under this Grant Agreement, or, (ii) Agency or Subrecipient termination of this Grant Agreement, or, iii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:
Subrecipient shall provide to Agency Certificate(s) of Insurance or Letter of Self Insurance for all required insurance before delivering any Goods and performing any Services required under this Grant Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

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

INSURANCE REQUIREMENT REVIEW:
Subrecipient agrees to periodic review of insurance requirements by Agency under this Agreement and to provide updated requirements as mutually agreed upon by Subrecipient and Agency.

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EXHIBIT C
Federal Grant Award Information

Contact Information:

OHCS:
Julie Lovrien
PIER Program Manager
725 Summer St NE, Suite B
Salem, OR 97301
Telephone: 503-689-5437

Subrecipient:
Sarah Lu Heath
Executive Director
PO Box 1535
St. Helens, OR 97051
Telephone: 971-328-2877

1. Federal Award Identification Number: B-21-DZ-41-0001
2. CFDA Number and Name: 14.228
3. Federal Award Date: February 3,2023
4. This federal award does not have an Indirect Cost Rate for OHCS, negotiated or de minimus. (OHCS will provide reimbursement for Indirect Costs for the Subrecipient under this grant Agreement.)
5. Subrecipient's unique entity identifier: GMB4B38K2CE9

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EXHIBIT D
HUD GENERAL PROVISIONS AND OTHER FEDERAL STATUTES, REGULATIONS, AND REQUIREMENTS

Given that the Agreement involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this Agreement. In addition, Subrecipient shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/

The Subrecipient shall include these terms and conditions in all subcontracts or purchase orders directly servicing this Agreement. These general provisions may be updated from time to time. It is the sole responsibility of the Subrecipient to be aware of any changes hereto, to amend and implement such changes and to ensure subcontracts terms and conditions are modified as necessary, if any.

General Provisions:

1. GENERAL COMPLIANCE

The Subrecipient shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 C.F.R. § 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this Agreement. See Federal Register Vol. 88, No. 11, FR 6368 (January 18, 2023). Notwithstanding the foregoing, (1) the Subrecipient does not assume any of OHCS' responsibilities for environmental review, decision-making, and action, described in 24 C.F.R. Part 58 and (2) the Subrecipient does not assume any of OHCS' responsibilities for initiating the review process under the provisions of 24 C.F.R. Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds in complying with its obligations under this Agreement, regardless of whether CDBG-DR funds are made available to the Subrecipient on an advance or reimbursement basis. This includes without limitation, applicable Federal Registers; 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. Part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. Part 35, Subpart A, 24 C.F.R. Part 58, 24 C.F.R. Part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment; and Action Plan amendments and HUD's guidance on the funds.

Where waivers or alternative requirements are provided for in the applicable Federal Register Notices or any future Federal Register Notice published by HUD ("HUD Notices"), such requirements, including any regulations referenced therein, shall apply.

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The Subrecipient also agrees to comply with all other applicable Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines, whether existing or to be established, provided the same are applied to activities occurring after the date the policy or guideline was established, governing the Funds provided under this Agreement. In the event a conflict arises between the provisions of this Agreement and any of the foregoing, the Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines shall control, and this Agreement shall be interpreted in a manner so as to allow for the terms contained herein to remain valid and consistent with such Federal, State, and local laws, regulations, HUD Notices, policies and guidelines.

The Subrecipient shall also comply with applicable OHCS' policies and guidelines as established in Program Guidelines and their amendments, if any, as found in the ReOregon Website (https://re.oregon.gov) which are herein included and made integral part of this Agreement, as it may be updated from time to time. OHCS will notify subrecipient of applicable programmatic amendments, policy updates, or additions that may affect their projects or programs.

2. REPORTING REQUIREMENTS

The Subrecipient shall complete and submit all reports, in such form and according to such schedule, as may be required by OHCS. The Subrecipient shall cooperate with all OHCS efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 C.F.R. § 200.328 and 24 C.F.R. § 570.507, when applicable.

3. FINANCIAL & PROGRAM MANAGEMENT

The Subrecipient shall expend and account for all CDBG-DR funds received under this Agreement in accordance with 2 C.F.R. Part 200 subpart D §302 - §303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The Subrecipient shall administer its Program in conformance with Cost Principles as outlined in 2 C.F.R. Part 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI). The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information (https://www.fsrs.gov/).

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5. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The Subrecipient will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.

d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of $10,000 or more, the Subrecipient shall file Form HUD 2516 (Contract and Subcontract Activity) with OHCS on a quarterly basis.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

7. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Subrecipient represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance Programs subject to 2 C.F.R. Part 2424.

8. CONFLICTS OF INTEREST

The Subrecipient agrees to abide by the provisions of 2 C.F.R. Part 200, as applicable, and 24 C.F.R. § 570.611. Additionally, the Subrecipient shall notify OHCS as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as defined 2 C.F.R. § 200.318(c), if applicable). The Subrecipient shall explain the actual or potential conflict in writing in sufficient detail so that OHCS is able to assess such actual or potential conflict. The Subrecipient shall provide OHCS any additional information necessary to fully assess and address such actual or potential conflict of interest. The Subrecipient shall accept any reasonable conflict mitigation strategy employed by OHCS, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

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9. SUBCONTRACTING

When subcontracting, the Subrecipient shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

a) Placing unreasonable requirements on firms in order for them to qualify to do business.

b) Requiring unnecessary experience and excessive bonding.

c) Noncompetitive pricing practices between firms or between affiliated Companies.

d) Noncompetitive awards to consultants that are on retainer contracts,

e) Organizational conflicts of interest.

f) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and

g) Any arbitrary action in the procurement process.

The Subrecipient represents to OHCS that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this Agreement. The Subrecipient will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

10. COPELAND "ANTI-KICKBACK" ACT

Salaries of personnel performing work under this Agreement shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Subrecipient shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Subrecipient shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3702-3704) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by Subrecipient, or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the Subrecipient and subcontractors shall comply with all regulations

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issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

12. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

13. DAVIS-BACON ACT

The Subrecipient shall comply with the Davis Bacon Act (40 U.S.C. § 3141, et seq) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). All laborers and mechanics employed by Subrecipients or subcontractors, including employees of other governments, on construction work assisted under this Agreement, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. On a semi-annual basis, the Subrecipient shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to OHCS.

14. SECTION 503 OF THE REHABILITATION ACT OF 1973

The Subrecipient shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities:

a) The Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

(i) Recruitment, advertising, and job application procedures.

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

(iii) Rates of pay or any other form of compensation and changes in compensation.

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

(v) Leaves of absence, sick leave, or any other leave.

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Subrecipient.

(vii) Selection and financial support for training, including apprenticeship,

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professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

(viii) Activities sponsored by the Subrecipient including social or recreational Programs; and

(ix) Any other term, condition, or privilege of employment.

b) The Subrecipient agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of the Subrecipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Subrecipients' obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Subrecipient must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Subrecipient may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).

e) The Subrecipient will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Subrecipient is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

f) The Subrecipient will include the provisions of this clause in every subcontract or purchase order in excess of $10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

15. EQUAL EMPLOYMENT OPPORTUNITY

(Applicable to construction contracts and subcontracts exceeding $10,000)

The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60).

During the performance of this Agreement, the Subrecipient agrees as follows:

a) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national

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origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b) The Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

d) The Subrecipient will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

f) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

g) In the event of the Subrecipient's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

h) Subrecipient shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The Subrecipient will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

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16. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS

The Subrecipient and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

a) A stipulation by the Subrecipient or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. § 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.

b) Agreement by the Subrecipient to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

d) Agreement by the Subrecipient that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Subrecipient will take such action as the government may direct as a means of enforcing such provisions.

17. ANTI-LOBBYING

By the execution of this Agreement, the Subrecipient certifies, to the best of his or her knowledge and belief, that:

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

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities”, in accordance with its instructions.

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c) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

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

18. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

a) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 75 regulations.

b) The Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

c) The Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.

d) The Subrecipient acknowledges that Subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 C.F.R. § 75.19, regardless of whether Section 3 language is included in recipient or Subrecipient agreements, Program regulatory agreements, or contracts.

e) The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the Agreement is

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executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 C.F.R. Part 75.

f) Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5307) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

h) The Subrecipient agrees to submit, and shall require its subcontractors to submit to them, monthly reports to OHCS detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

19. FAIR HOUSING ACT

Subrecipient shall comply with the provisions of the Fair Housing Act of 1968, as amended. The Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, disability, or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

20. ENERGY POLICY AND CONSERVATION ACT

Subrecipient shall comply with mandatory standards and policies relating to energy efficiency as contained in the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq).

21. POLITICAL ACTIVITY

Subrecipient agrees to comply with mandatory standards and policies relating to Hatch Act, 5 U.S.C. §§ 1501-1508 as amended.

The Subrecipient shall comply with the Hatch Act, 5 U.S.C. §§ 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

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The Hatch Act applies to political activities of certain state and local employees. As a OHCS Subrecipient, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The Subrecipient may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

22. RELIGIOUS ACTIVITY

The Subrecipient agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 C.F.R. § 570.200(j), such as worship, religious instruction, or proselytization.

23. FLOOD DISASTER PROTECTION ACT OF 1973

The Subrecipient will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605.

24. LEAD BASED PAINT

The Subrecipient must comply with the regulations regarding lead-based paint found at 24 C.F.R. Part 35 on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBG-DR funds.

25. VALUE ENGINEERING

The Subrecipient must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 2 C.F.R. § 200.318(g).

26. DRUG-FREE WORKPLACE

The Subrecipient must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government wide implementation (2 C.F.R. Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).

27. OHCS RECOGNITION

Unless otherwise directed by OHCS, the Subrecipient shall ensure recognition of the role of HUD and OHCS in providing funding, services, and efforts through this Agreement. Unless otherwise directed by OHCS, all activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to role of HUD and of OHCS. In addition, the Subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. OHCS reserves the right to direct specific reasonable recognition

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requirements on a case-by--case basis, including but not limited, to the size and content, waiver, removal, or addition of such recognition.

28. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The Subrecipient shall comply with the applicable provisions in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

29. DOCUMENTATION AND RECORD KEEPING

The Subrecipient shall maintain all records required by applicable law to be maintained, including but not limited to the Federal regulations specified in (1) 2 C.F.R. Part 200; (2) 24 C.F.R. § 570.506; and (3) the applicable HUD Notices that are pertinent to the activities to be funded under this Agreement, as well as any additional records required by OHCS. Such records shall include but not be limited to:

a) Records providing a full description of each activity undertaken.
b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR Programs, as modified by the HUD Notices.
c) Records required to determine the eligibility of activities.
d) Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG-DR funds.
e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR Program.
f) Financial records as required by (1) 24 C.F.R. § 570.502; and (2) 2 C.F.R. Part 200.
g) Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

30. ACCESS TO RECORDS

OHCS, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subrecipient which are related to this Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

31. RECORD RETENTION AND TRANSMISSION OF RECORDS TO THE OHCS

The Subrecipient shall retain all official records on Programs and individual activities shall be retained for the greater of five (5) years, starting from the closeout of the grant between OHCS and HUD, or the end of the affordability period for each housing activity, whichever is longer. If any other laws and regulations as described in 24 C.F.R. § 570.490 applies to a project, the record retention period may be extended. All records involved in litigation, claims, audits, negotiations, or other actions, which have started before the expiration date of their retention, will be kept until completion of the action and resolution of all issues or the end of the regular five (5) year period, whichever is longer. (See 2 C.F.R. § 200.334 and 24 C.F.R. § 570.490(d).) Records shall be made available to OHCS upon request.

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32. CLIENT DATA AND OTHER SENSITIVE INFORMATION

In the event that the Subrecipient comes to possess client data and other sensitive information as a result of this Agreement, then the Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to OHCS monitors or their designees for review upon request.

The Subrecipient must comply with 2 C.F.R. § 200.303 and shall take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.82, and other information HUD or OHCS designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. Additionally, the Subrecipient must comply with OHCS CDBG-DR Personally Identifiable Information Policy, as found in the ReOregon Website ([link]), which is herein included and made integral part of this Agreement, as it may be updated from time to time
The Subrecipient shall comply with all State or local requirements concerning the privacy of personal records, consistent with 24 C.F.R. § 570.508 (local governments) and §570.490(c) (States).

33. CLOSE-OUT

The Subrecipient shall comply with the provisions of 2 C.F.R. § 200.344. The Subrecipient's obligation to OHCS shall not end until all close-out requirements are completed. Activities during this close-out period may include, but are not limited to: making final payments, disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to OHCS), properly addressing Program Income (as that term is defined in section V(A)(19)(a) of the HUD Notice 84 Fed. Reg. 45838, 45858 (August 30, 2019, as may be amended by HUD)), balances, and accounts receivable to OHCS, determining the custodianship of records, and the Subrecipient certification of compliance with the terms of this Agreement. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG-DR funds, including Program Income.

Notwithstanding the terms of 2 C.F.R. § 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-DR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-DR funds, further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 C.F.R. § 570.503(b)(7).

34. AUDITS AND INSPECTIONS

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to OHCS, HUD, and the Comptroller General of the United States, or any of their

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authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments and/or termination.

35. SINGLE AUDIT

The Subrecipient must be audited as required by 2 C.F.R. Part 200, subpart F, when the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. § 200.501 - Audit requirements. Once said threshold is reached or exceeded, the Subrecipient shall notify OHCS and shall report that event in the corresponding monthly progress report.

The Subrecipient shall procure or otherwise arrange for the audit to be conducted for that year, as required in 2 C.F.R. § 200.501(a)-(b); moreover, that it is properly performed and submitted when due in accordance with provisions that include but are not limited to those set forth in 2 C.F.R. § 200.512 - Report submission, as stated in 2 C.F.R. § 200.508(a) – Auditee responsibilities.

Among other relevant provisions, the Subrecipient shall comply with: (a) the electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 C.F.R. § 200.512(d)) and (b) ensuring that reports do not include protected personally identifiable information as set forth in 2 C.F.R. § 200.512(a)(2)).

36. INSPECTIONS AND MONITORING

Subrecipients must constantly monitor performance to ensure that time schedules are being met, projected milestones are being accomplished, and other performance goals are being achieved in accordance with the approved application. In addition, all activities must be conducted in compliance with federal and state requirements. Problems, delays, or adverse conditions affecting the Subrecipient's ability to meet grant objectives or time schedules should be reported to OHCS. The Subrecipient may report these matters via the monthly Performance Report or may contact OHCS, as appropriate, at any other time.

The Subrecipient shall permit OHCS and auditors to have access to the Subrecipient's records and financial statements as necessary for OHCS to meet the requirements of 2 C.F.R. Part 200.

37. CORRECTIVE ACTIONS

The OHCS may issue management decisions and may consider taking enforcement actions including but not limited to corrective actions in 24 C.F.R. § 570.910 if noncompliance is detected during monitoring and audits. The OHCS may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the pass-through entity detected through audits, on-site reviews, and other means. A timely and appropriate action shall be predicated on reasonable standard wherein the

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Subrecipient utilizes all available resources to correct the noted issue or issues. In response to audit deficiencies or other findings of noncompliance with this Agreement, OHCS may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

38. PROCUREMENT AND CONTRACTOR OVERSIGHT

The Subrecipient shall ensure that every process of procurement of goods and services comply with federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327, procurement requirements that include, but are not limited to: (a) providing full and open competition; (b) following required steps to ensure the use of small and minority businesses, women's business enterprises, and labor surplus area firms when possible; (c) performing a cost or price analysis; (d) evaluating and documenting contractor's integrity, compliance with public policy, record of past performance, and financial and technical resources; (e) ensuring that the contractor has not been suspended or debarred; (f) prohibiting the use of statutorily or administratively imposed state, local, or tribal geographic preferences in evaluating bids or proposal; (g) excluding contractors that may have an unfair competitive advantage, and; (h) maintaining records to detail the history of procurement considerations. OHCS must obtain and maintain records to document how the procurement performed by the Subrecipient complied with the aforementioned federal procurement rules and regulations, as amended from time to time.

The Subrecipient shall include all applicable OHCS' conditions (as revised from time to time by OHCS in accordance with applicable law, rule or regulation) in any contract entered into under this Agreement. Subrecipient shall also require all contractors to flow down these Conditions, as well as termination for convenience of OHCS, to all subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors. These Conditions include required terms for project contracts, HUD General Provisions, Participation by Minority Group Members and Women Requirements and Procedures for Contracts, Standard Clauses for Contracts with OHCS, and required diversity forms.

The Subrecipient must comply with CDBG-DR regulations regarding debarred or suspended entities at 24 C.F.R. § 570.609 or 24 C.F.R. § 570.489(l) as appropriate. CDBG-DR funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, as applicable, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.

39. NONDISCRIMINATION

The Subrecipient shall comply with 24 C.F.R. Part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. § 5309). Section 109 provides that no person in the United States shall, on the ground of race, color,

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national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Program or activity funded in whole or in part with Federal financial assistance.

The Subrecipient shall adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (Section 504). Section 109 of the Housing and Community Development Act of 1974 makes these requirements applicable to Programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 C.F.R. Part 8, which implement Section 504 for HUD Programs, and the regulations of 24 C.F.R. Part 146, which implement the Age Discrimination Act for HUD Programs.

The Subrecipient shall ensure that all CDBG-DR activities conducted by itself or its contractors are consistent with the applicable federal and local legal provisions, regulations, and policies that prohibit discrimination on the basis of race, creed, color, national origin, religion, sex, disability, familial status, actual or perceived sexual orientation or gender identity, marital status, or age, as established in the CDBG-DR Fair Housing and Equal Opportunity (FHEO) Policy for CDBG-DR Programs.

40. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT

The Subrecipient shall ensure that its Activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 C.F.R. § 40.2 or the definition of “building” as defined in 41 C.F.R. § 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 C.F.R. Part 40 for residential structures, and appendix A to 41 C.F.R. Part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. § 12131; 47 U.S.C. § 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

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The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607, as revised by Executive Order 13279. The applicable non- discrimination provisions in Section 109 of the HCDA are still applicable.

41. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (24 C.F.R. PART 1)

a) General Compliance:

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended and 24 C.F.R. § 570.601 and §570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Program or activity funded by this Agreement. The specific nondiscrimination provisions at 24 C.F.R. § 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 C.F.R. Part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 C.F.R. Part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 C.F.R. Part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

b) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the Program or activities described in this Agreement shall be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided shall be operated and administered in compliance with all requirements imposed by or pursuant to this Agreement.

If the Federal financial assistance under this Agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives OHCS and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the Subrecipient under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during

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which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the Program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

c) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 C.F.R. § 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, when the Subrecipient procures property or services under this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

In compliance with the CDBG-DR Minority and Women-Owned Business Enterprise Policy (M/WBE Policy), the Subrecipient shall complete a utilization plan to identify how they plan on successfully achieving the contracting goals for MBE and WBE's. Subrecipient shall also complete monthly reporting to provide information on contracting opportunities and payouts provided to WBE or MBE contractors or subcontractors. Subrecipient shall also document their efforts and submit those to OHCS on a monthly basis. See the M/WBE Policy, as found in the ReOregon Website (https://re.oregon.gov) which is herein included and made integral part of this Agreement, as it may be updated from time to time.

d) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

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42. LABOR STANDARDS

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended, and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this sub shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended (40 U.S.C. § 3141, et seq.), and 29 C.F.R. Part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than eight (8) units.

The Subrecipient agrees to comply with the (18 U.S.C. § 874) and it's implementing regulations of the U.S. Department of Labor at 29 C.F.R. Part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to OHCS for review upon request.

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the Program for: political activities; inherently religious activities; lobbying; political patronage; or nepotism activities.

43. CITIZEN GRIEVANCES

If the Subrecipient receives any complaint or grievance, it shall refer said complaint or grievance immediately to the Program so that OHCS may respond appropriately within fifteen (15) business days of the receipt of the complaint.

44. TECHNICAL ASSISTANCE AND TRAININGS

The Subrecipient shall certify attendance for any and all technical assistance and/or applicable program trainings that the OHCS requires from time to time at its discretion. Failure to attend may be considered as cause for termination.

45. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)

Every project funded in part or in full by CDBG-DR funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by HUD. The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. The primary purpose of these laws and regulations is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

When CDBG-DR funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property

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acquisition, even if CDBG-DR funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR funds to complete the project or an interdependent phase of the project. Subrecipients are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

46. ADDITIONAL SPECIFIC CONDITIONS

Notwithstanding the special conditions established in this Agreement and its exhibits, in accordance with 2 C.F.R. § 200.208, OHCS reserves the right and authority to impose additional specific conditions under any of the following circumstances:

a) At the OHCS' sole discretion when OHCS finds that Subrecipient has a history of failure to comply with the general or specific terms and conditions applicable to the CDBG-DR funds allocated under this Agreement or any other agreement with OHCS.
b) When Subrecipient fails to meet expected performance goals under this Agreement.
c) When Subrecipient poses an increased risk for noncompliance based on factors including, but not limited to, financial stability, quality of management systems, history of performance under Federal awards, history of timeliness under Federal awards, history of conformance with terms and conditions of previous federal awards, and reports and findings from audits.
d) When, in the OHCS' sole discretion, such conditions are necessary to ensure timely and compliant performance under the CDBG-DR Program.

Such additional specific conditions may include but are not limited to, withholding of authority to proceed to the next phase of an otherwise eligible Project, requiring additional detailed financial reports, requiring additional project monitoring, requiring the Subrecipient to obtain technical or management assistance, establishing additional prior approvals, or any other condition OHCS deems reasonable and necessary to safeguard Federal funds or the OHCS' interests.

Notice of additional specific conditions shall include, but not be limited to, the nature of the additional requirements, the reason why the additional requirements are being imposed, the nature of the action needed to remove the additional requirement (if applicable), and the time allowed for completion of the actions (if applicable).

47. USE AND REVERSION OF ASSETS

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 85 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

a) The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
b) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of

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this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

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EXHIBIT E

The approved project budget is attached as Exhibit E.

OHCS SUBRECIPIENT BUDGET FORM

SUBRECIPIENT NAME:	Columbia Pacific EDD
PROJECT STATUS:	Application Reviewed and Approved
PROGRAM:	Planning, Infrastructure, and Economic Revitalization
CONTRACT NUMBER:	TBD - Subrecipient Agreement
CONTRACT NTE:	$ 825,000.00

Estimated Project Duration for Personnel Planning	
START DATE:	1/15/2025
END DATE:	2/2/2026
DURATION (TIME):	1 Years18 Days
DURATION (DECIMAL):	1.05

	C	D	E	F	G = D * E * F	H	J = G - H	J		
Subrecipient Personnel	Unit	Duration	Level of Effort	Rate	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Program Manager	annual salary	1.05	100%	60,000.00	63,000.00		63,000.00	-	$95 Hourly Rate - Service Fee	No
Deputy Director	annual salary	1.05	100%	1,904.76	2,000.00		2,000.00	-	$95 Hourly Rate - Service Fee	No
	annual salary	0.00	0%	-	-		-	-		
	annual salary	0.00	0%	-	-		-	-		
	annual salary	0.00	0%	-	-		-	-		
	annual salary	0.00	0%	-	-		-	-		
	annual salary	0.00	0%	-	-		-	-		
	annual salary	0.00	0%	-	-		-	-		
	annual salary	0.00	0%	-	-		-	-		
	annual salary	0.00	0%	-	-		-	-		
Add more rows (if needed)	annual salary	0.00	0%	-	-		-	-		
Total Personnel (Salaries/Benefits)					65,000.00	-	65,000.00	-		

					G	H	J = G - H	J		
Direct Project Costs	[BLANK]	[BLANK]	[BLANK]	[BLANK]	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Planning & Design					-		-	-		No
Pre-Construction (Land Acq., Permits)							-	-		No
Construction					760,000.00	-	760,000.00	-	Road repair	No
Equipment (integral to part of the activity)							-	-		No
Construction Management							-	-		No
Project Management							-	-		No
Contingency							-	-		No
Total Contracts/Grants/Agreements					760,000.00	-	760,000.00	-		

	C	D	E	F	G = D * F	H	J = G - H	J		
Other Subrecipient Contracts	Unit	Quantity	Contract Type	Rate	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Vendor Contract #1	each	0.00		-	-		-	-		
Vendor Contract #2	each	0.00		-	-		-	-		
Vendor Contract #3	each	0.00		-	-		-	-		
Add more rows (if needed)	each	0.00		-	-		-	-		
Total Contracts/Grants/Agreements					-	-	-	-		

Note: Indirect Costs (e.g., rent, utilities, executive staff, etc.) are a necessary cost for the overall operation of the CDBG-DR grantee or subrecipient and may not be directly related to any particular program activity. In the table below, please indicate if you

Facilities & Admin (Indirect Costs)	[BLANK]	[BLANK]	[BLANK]	Rate	Indirect Pool	[BLANK]	CDBG-DR Budget	[BLANK]	Description / Notes / Source of Info	
Facilities & Admin				10%	-		-			
Total Facilities & Admin					-		-			

TOTAL PROJECT BUDGET	$ 825,000.00
TOTAL CDBG-DR BUDGET	$ 825,000.00

*If cell is red, project budget exceeds NTE contract amount and needs to be

REOregon
Recover · Rebuild · Revitalize

Version as of 11-16-2023

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Sources and Uses Form

Instructions: Please use this tab to provide detailed informaition on all sources being committed to this project and how those funds will be expended. **Project Cost:** The total project budget by Use. **Total Assistance:** The total amount of assistance from all sources. **Gap Remaining:** The amount of the CDBG-DR Award minus requested CDBG-DR Match. **CDBG-DR Match:** This column is used if the project proposal includes committing CDBG-DR funds to satisfy the FEMA-PA non-federal cost share.

CDBG-DR Action Plan Program:	Planning, Infrastructure, and Economic Revitalization (PIER)	Total Project Need:	$ 760,000.00
Name of Applicant/Recipient:	Columbia Pacific EDD	Non-DR Sources of Funding:	$ -
Project Name:	Highland Estates Road Repair	Total CDBG-DR Match:	$ -
Project Location/Address:	PO Box 79, Otis, OR 97364	Total CDBG-DR Award:	$ 760,000.00

INSTRUCTIONS

This worksheet will be completed with the DOB worksheet and will show all assistance received for a particular project and how they will be used to cover specific costs associated with that project.

Use of Funding	Project Cost	FEMA PA	FEMA HMGP	Insurance	CDBG-DR Match	Local Funds*	Other Assistance	Total Non-CDBG-DR	Total CDBG-DR
Architectural Scoping *(from cost estimate)*								$ -	$ -
Engineering Costs *(from vendor quotes)*								$ -	$ -
Land Acquisition *(from appraisal)*								$ -	$ -
Building Acquisition *(from appraisal)*								$ -	$ -
Infrastructure Construction *(from cost estimate)*	$ 760,000.00							$ -	$ 760,000.00
Building Construction *(from cost estimate)*								$ -	$ -
Construction Soft Costs *(from cost estimate)*								$ -	$ -
Capital Equipment (from vendor quotes)								$ -	$ -
Force Account/Labor *(staff payroll)*								$ -	$ -
Furniture, Fixtures, Equipment *(from vendor quotes)*								$ -	$ -
Contingency		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Administrative Costs		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenses	$ 760,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 760,000.00

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SUBRECIPIENT PERSONNEL ANNUAL RATE CALCULATOR

Instructions: A user should utilize this tab to determine the Annual Rate (Column R) for personnel working on the contract. This rate is calculated by considering duration of the contract or time that personnel are expected to be on the contract, along with annual salary and fringe increases. If a staff member is not salaried at an annual rate, make sure to annualize their salary before entering it into the workbook. Additionally, the duration should match the duration that the personnel is expected to be assisting on this grant. The duration in this worksheet should not exceed the period of performance duration for the contract. This calculator assumes that the annual salary and fringe increase at a constant rate specified by the user. Please provide explanations, when possible, about assumptions.

Note: Duration will turn red if value is higher than Period of Performance

*	Name (Ex: Last Name, First)	Role / Title (Ex: Program Manager)	Duration (in years; max=20)	Salary (Annualized)	Fringe (Annualized)	Annual Salary % Increase	Annual Fringe % Increase	Annual Rate	Notation (Add a description about assumption)
1	Lydia	Program Manager	1.05	N/A	N/A	N/A	N/A	$ 60,000.00	Personnel Budget based on $95 Admin Fee approved by the CDBG Program at Business Oregon.
2	Sarah Lu	Deputy Director	1.05	N/A	N/A	N/A	N/A	$ 1,904.76	Personnel Budget based on $95 Admin Fee approved by the CDBG Program at Business Oregon.
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EXHIBIT F

Project Description Form, applicable attachments, and certifications are attached as Exhibit F.

Highland Estates Homeowners Association (HEHA)
PO Box 79, Otis, OR 97364

November 29, 2023

Oregon Housing & Community Services
Regional Selection Committees
PIER Program – Infrastructure
Joshua.RATLIFF@hcs.oregon.gov
pier@hcs.oregon.gov

Hello Regional Selection Committee Members:

I am very pleased to submit the enclosed completed application form for the above referenced PIER Program which will provide grants in the eight most impacted counties to address the unmet infrastructure, planning, and economic revitalization recovery needs from the 2020 Labor Day fires.

Our request focuses on our paved roads within Highland Estates which were significantly damaged by the initial and ongoing recovery efforts in our neighborhood. The attached Echo Mountain Complex Fire Road and Drainage Study from Field Engineering (requested and contracted by Lincoln County) shows much of the damage. But it's important to remember that time and heavy continued use has further damaged and eroded our paved surfaces and costs continue to go up. Our application explains our past and current financial situation and our efforts to repair and maintain these roads. In short, we need help.

The HEHA Board and property owners very much appreciate your review of our application and hope that we can qualify and be approved for our requested portion of these funds to bring our only roads into and out of our community back to their original condition before the fires.

If there are questions or additional information needed, please do not hesitate to contact me.

Sincerely,

Susan Gomberg
HEHA Board Member

SG:ms
3 Attachments: Cover Letter, PIER Program Application, Field Engineering Study

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PIER Program- Infrastructure Description Form

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Guidance documents & Templates:

PIER Program Guidelines

Infrastructure Project Schedule Template

Instructions:

- Please complete all *fields* (if a field is not applicable or cannot be completed, please explain why)
- In several areas, *attachments* are requested. Editable templates are provided and are intended to be helpful to gather critical pieces of information. For the sake of clarity, you may wish to provide information in a different format or edit the templates. In some cases, OHCS may need to follow-up with questions.
- Application must be signed by an executive of the proposed subrecipient (e.g., city/county administrator or agency Executive Director)
- Forms may be submitted by email to: alex.j.campbell@hcs.oregon.gov, Blancaluz.brossard@hcs.oregon.gov, abran.brambila@hcs/oregon.gov, and ReOregon@hcs.oregon.gov

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Subrecipient Information	
Project Title:	Highland Road Repair Project
Subrecipient Entity Name:	Highland Estates Homeowners Association (HEHA)
Primary Contact Name and Title:	**Susan Gomberg, HEHA Board Member**
Phone Number:	541-921-3140
Email address:	Susangomberg1@outlook.com
Mailing Address:	**PO Box 113, Neotsu, OR 97364**
FEIN#:	26-2411953
UEI* #:	

*UEI is not required on this form. However, prior to execution of grant agreement, a UEI is required. If you do not yet have a UEI, please begin the process to have one assigned ASAP, as it can take some time to receive one. On **April 4, 2022,** the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov).

- The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov.
- As part of this transition, the DUNS Number has been removed from SAM.gov.
- Entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.
- Existing registered entities can find their Unique Entity ID by following the steps here.
- New entities can get their Unique Entity ID at SAM.gov and, if required, complete an entity registration.

Project Description

Select each county that your project benefits. Only counties eligible for CDBG-DR funds are listed below (check all that apply).

☐ *Clackamas*	☐ *Jackson*	☐ *Lane*	☐ *Linn*
☐ *Douglas*	☐ *Klamath*	☒ *Lincoln*	☐ *Marion*

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Project Summary (answer the prompts below)
1. *Project purpose, area of benefit and a description of the proposed activity;*
Highland Estates is located in Otis, just north of Lincoln City on Highway 101. For more than 40 years, roads have been maintained by "HEHA", the Highland Estates Homeowners Association (a 501C 3 non-profit corporation). Neighbors have assessed themselves to incrementally pave roughly 1.7 miles of the 2.5 miles of roadways. Roughly one-third of the homes in the Highland community were destroyed by the Echo Mountain Complex fires in 2020. Many others were damaged with the loss of water, septic, outbuildings and surrounding trees. Roads were not damaged by the fires but have been seriously compromised and impacted by recovery and mitigation efforts. Independent studies prepared for Lincoln County document that road damage resulted from heavy equipment brought in to remove concrete foundations, scrap metal, mobile homes, burned cars and trucks and burned trees in addition to the initial fire emergency vehicles. Heavy traffic and recovery was a daily occurrence for more than six months after the fires and to a lesser degree, continues to this day. HEHA understands that CBDG dollars through OHS can be used to repair our paved roads and that no other funding is available for projects of this kind. We rely on the Lincoln County study to document the scope of damage and the cost to repair it.
2. *Project delivery summary (i.e., how the work will be done and those responsible for or involved in completing the project); and*

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HEHA will contract with a local, reputable road paving company after seeking multiple bids. The Highland Estates Homeowners Association (HEHA) Board will oversee the project. Our current Board members are educated as to what it takes to repair and maintain our roads on a general basis. We welcome any management support by PIERS Program officials.

3. *State the project's anticipated outcomes and proposed performance measures. Describe the number and nature of the expected beneficiaries.*

HEHA expects the repairs to bring Highland and Highland View Roads back to a standard level that was prevalent before the 2020 Echo Mountain Fire came through the Highland Estates neighborhood.
Beneficiaries will include but is not limited to 50 property owners and roughly 150 residents within Highland Estates. Repairs are needed to support Emergency Service Vehicles, daily school buses, delivery trucks, construction vehicles, equipment, personnel needed to rebuild and repair homes lost or damaged by the fires, county and state personnel, and visitors to property owners among others.

Unmet needs and alignment with state and local priorities:

1. *State the unmet need(s) that will be addressed by the completion of this project.*

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Current property owners have been unable to raise the needed funds to properly repair the road back to a standard level for drivability and safety. An outside source of funding is needed to mitigate the continuing deterioration of the road.
2. *Describe how the activity will align with other planned federal, state, or local capital improvements and infrastructure development efforts, and/or other investments.*
It is our understanding that the county will be doing repair work before the end of the year on the gravel only portion of fire impacted roads in Otis, including 3 Highland Estates roads but is unable to use county funds for paving repairs. We would then hope to use the PIER funds to continue the repair work on the paved portions of the road. The pavement is intermittent with long sections of gravel.
3. *Analyze the project's effects on Members of Protected Classes, HUD-identified Vulnerable Populations, and Historically Underserved Communities.*
Highland Estates is the home of a diverse group of people encompassing mostly working-class individuals who live permanently in the area. We include teachers, a plumber, local small business owners, office workers, an emergency room physician, construction workers, hospitality workers, state employees and retirees to name a few. All of them need permanent and on-going access to their homes and their local community to get to work, and to provide the daily necessities to care for themselves and family.
Cost Reasonableness and Justification:
1. *Describe the cost evaluation process and describe how, if applicable, your project will employ adaptable and reliable technologies to prevent*

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premature obsolescence of infrastructure:
HEHA has been provided with a professional report contracted by Lincoln County from Field Engineering (located in Newport, Oregon) entitled Echo Mountain Complex Fire Road and Drainage Study released January 2023. We have been encouraged by Lincoln County to heartily embrace the use of this resource as our "roadmap" for cost evaluation and contracted services needed.
2. *Explain the method used to determine project funding requirements. (Include qualifications of whoever completed the construction cost estimate.)*
Again, we will be using the Echo Mountain Complex Fire Road and Drainage Study to guide our project funding requests. The author of the Study, Field Engineering, offers the following qualifications: *"Field Engineering is a small, family owned and operated engineering firm in Newport, Oregon. We pride ourselves on attention to detail and delivery of a high quality product at extremely competitive rates. We have earned a reputation of delivering quality service, reliability, and engineering excellence.* *Michael K. Field, P.E. is a registered Professional Engineer in the states of Oregon and Alaska with over 20 years of experience in Civil, Structural, Marine, and Environmental Engineering. As a small independent engineering firm we benefit from local knowledge and connections while offering the full-scale capabilities of larger firms. We have forged strong relationships with our clients, both public and private, who have come to value our expertise, innovation, and seasoned professional judgement. We maintain a diverse client base with the responsiveness of a small, independent firm. No matter the size of your project, Field Engineering can provide engineering design and consulting services that fit your need and project budget. Collaboration is the foundation on which we build our business. We constantly strive to ensure a project's success and to meet and exceed our client's expectations.* *Our goal is to build and maintain long lasting relationships with our clients by delivering exceptional levels of performance, service, and quality to our customers. We strive to provide the project services you need and save you as much money as possible. Customer satisfaction is at the heart of everything we do.* *Your success is our success."*

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Resiliency and Long-Term Recovery:

1. *Does the project mitigate loss of life or property in the face of current and future natural hazards? If so, how?*

Yes.
In the Highland Community - arterials have only one ingress and egress – one way in and one way out. We need our roads to be safely drivable for both evacuation purposes and to allow emergency vehicle and services personnel easy and safe access due to fire, storms, health emergencies, or natural disasters. Several areas of the road also have steep downgrades that can increase safety issues.

The Echo Mountain Fires taught us the need to always have our roads in the best condition that we possibly can!

2. *Describe any consultations or risk assessment that led to the selection of the project (for projects that are primarily mitigation-focused):*

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The Echo Mountain Complex Fire Road and Drainage Study by Field Engineering.

Lincoln County is completing similar repairs on graveled portions of the roads.

3. *Explain how the project will support restoration of infrastructure and related long-term recovery needs within historically underserved communities who have lacked adequate investments in housing, transportation, water, and wastewater infrastructure prior to the disaster;*

By repairing and restoring our roads, the displaced and affected families and individuals who lost their homes, wells, sewers, outbuildings, natural habitat, etc., will be able to rebuild and move back into their properties and stay in the community. Our surrounding area has a clear housing shortage and a large lack of affordable homes. Many of the families affected by the fires had and still have few options for local housing. Recovering at least what we had will help!

4. *How will the project be designed and constructed to withstand chronic stresses and extreme disruptive events?*

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We expect the project to be completed in an accepted timely manner. As property owners have done in the past, we have stepped up to volunteer to remove physical barriers when needed, helped our neighbors with any personal challenges to ensure their immediate safety, and use resources available to us to complete the project.

More important, HEHA has the ongoing responsibility to maintain and improve our roads for the benefit of us all.

5. *Please list any and all procurement necessary for the project (professional services, technical design/engineering services, construction etc.) Note that procurement follows 2CFR 200, refer to: Buying Right CDBG-DR and Procurement: A Guide to Recovery (hudexchange.info)*

We intend to use the Echo Mountain Complex Fire Road and Drainage Study to prepare a bid process with all the necessary services and materials.

Maintenance and Operations:

Describe the future budget structures (including dedicated income streams) to fund maintenance and operation of the new asset. Include target operating reserves, anticipated insurance costs, and any other steps necessary to preserve useful function of the asset in case of future disaster.

Since it's development in the mid-sixties, HEHA has followed the requirements of it's By-Laws and CCR's which included annual assessments from its members/property owners to maintain and improve (when possible) our roads (assets). While we do not always have 100% compliance, the board has been able to fulfill that requirement.

A case in point: For many years, Highland Road and arterials were gravel only (about 2 ½ miles). This type of road was difficult to maintain and vulnerable to natural disasters (wash-outs, massive potholes created by heavy or odd

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weather conditions, etc). Approximately 16 years ago, board members at the time recognized the need to pave the roads to better protect and maintain the "asset". They then painstakingly increased dues annually by a sustainable amount and paved new portions of Highland Road in small increments every 2 years. We were making good progress and a high majority of the property owners supported it. In the beginning and periodically, some members just simply donated additional funds to start the project and round out a certain distance. We also pinpointed our most vulnerable areas and paved those areas as soon as possible even if it was out of sequence.

Then came the fires and all the heavy equipment constantly stressing on a daily basis for almost 6 months our roads that were never designed for that kind of destructive use and abuse.

Now, we cannot reproduce those funds in a short time to repair our roads. But of course, some of the heavy daily use is still occurring as individuals who lost their homes or infrastructure rebuild their homes. Some property owners chose to leave the area and sell. New property owners are now coming in and building as well.

National Objective

All projects funded with CDBG-DR must meet the Low and Moderate Income (LMI) National Objective or the Urgent Need National Objective. OHCS will work with subrecipients to qualify projects for LMI, as feasible.

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Low and Moderate Income (LMI) National Objective: Project or program has a limited clientele or a defined service area that is primarily residential and at least 51% of the households within that service area are LMI. [1]

Please describe whether you believe the project is likely to be able to qualify under the LMI national objective. Define the project or program service area, confirm the service area is primarily residential, and then determine if the service area is at least 51% LMI. LMI area benefit can be demonstrated through multiple methods, including use of map data/CSV spreadsheet described below or via survey. If planning to use a survey methodology, subrecipients should consult with OHCS first to ensure the process is methodologically sound.

While demographic statistics are not available on areas smaller than a specific zip code, the following information is available for Otis.

There are 3,148 residents in Otis, with a median age of 49.2.

- *Average Household Income:* *$66,477*
- *Median Household Income* *$55,027*
- *People below Poverty Level* *23.1%*
- *People above Poverty Level* *1.5%*

Oregon's median household income reached $81,149 in 2021.

Lincoln County median household income reached $76,000 in 2023.
There are 1,694 housing units in Otis, and the median year in which these properties were built is 1982. Of the 1,318 occupied housing units in Otis, 74.05% are owner-occupied, while 25.95% have renters living in them. Properties bought with mortgages account for 54.41% of the units, and the median value of a home with a mortgage is $197,200. In general, housing costs reach $922 per month in Otis.
Homes older than 50 years make up 53.5% of all homes.
Approximately 36.36% of the population in Otis holds a high school degree (that's 893

[1] Demonstrating LMI benefit

Demonstrate area benefit to low-and moderate-income persons by providing a CSV spreadsheet from HUDs LMISD website. Applicants are required to define the area that will benefit from the proposed project. The area must be located on HUD's LMI mapping application and the LMI income data must be submitted with this project description form.

Visit the HUD FY 2020 ACS 5-year 2011-2015 Low and Moderate-Income summary data page here: https://www.hudexchange.info/programs/acs-low-mod-summary-data/ Follow the instructions detailed in the program guidelines to complete a CSV spreadsheet file (usually named "features.csv" when downloaded from the HUD website) that lists the census tracts and block groups located in the area of benefit. **If a .CSV file is not submitted, your form will be deemed incomplete. Please do not edit or alter the spreadsheet in anyway.** Attach the CSV file to the project description form.

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residents), while 31.07% have attained a college certificate (932 locals) and 20.93% have a bachelor's degree (514 people). *With simple knowledge of our neighbors in Highland Estates, 90% of our property owners are full-time residents.*
Urgent Need: Project or program meets unmet needs which have a particular urgency, including addressing existing conditions that pose a serious and immediate threat to the health or welfare of the community. Subrecipients must also describe how the project responds to the disaster-related impact as described in the CDBG-DR impact and unmet needs assessment. ***Please describe, if an LMI national objective cannot be demonstrated, how the project will address an urgent need:***
We have an urgent need to repair the dilapidated roads. As a result of the 2020 Wildfire and wildfire recovery efforts, the roads pose ongoing unsafe driving conditions. Continued usage by heavy trucks and equipment (being used to still clear debris and rebuild homes) will just make the unsafe driving conditions worse. We believe damaged road infrastructure continues deteriorating at a fast pace.

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Project Selection & Citizen Participation

Public Hearing: Subrecipients are required to post or publish public notice and receive public input on the project. This can be done in coordination with the Selection Committee (prior to or subsequent to or concurrent with) the Selection Committee's decision. It must be completed prior to OHCS review/approval of the Project Description Form.
At the public hearing, the following information should be covered. Each point must be reflected in the published public hearing minutes:

- The nature of the proposed activities.
- How the need for the proposed activities was identified.
- How the proposed activities will be funded and sources of funds.
- Requested amount of federal funds.
- Estimated portion of federal funds that will benefit persons of low to moderate income families. (if applicable)
- Where the proposed activities will be conducted.
- Plans to minimize displacement of persons and businesses as a result of the funded activity.
- Plans to assist persons actually displaced. (if applicable)

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- Date the project form will be submitted to the Selection Committees.

Project description forms will not be complete until these requirements are fulfilled.

Submit an attachment(s) verifying that public notice was provided, that the Public Hearing included all of the above required elements, and any public comments received.

Public hearings will be facilitated by Lincoln County. That announcement will be distributed through several means of public notice, social media and county distribution. All meeting documents will be made available. Meeting minutes are recorded by Oregon Housing and Community Services (OHCS) and made available to the public.

Project Selection:

1. *Describe the process by which the Selection Committee came to the decision to select this project. Include any solicitation of projects, review or scoring of projects, or other activities that informed the SC decision. (May include processes that took place prior to establishment of the PIER program.)*

2. *Attach record of the Selection Committee decision (e.g., meeting notes). Include which members supported the project and how (in person voting or via written communication; attach any written approvals).*

Implementation Plan

The State is required to expend all CDBG-DR assistance by XXX [likely Q3 2028]. To ensure all projects are complete and meet the national objective by that expenditure deadline, all subrecipients must complete construction or activities and closeout their projects by XXX.

1. **Provide a schedule for the entire grant period that organizes work into milestones and tasks.** Please allow time for environmental reviews and permitting. You may use the project schedule template found here: Infrastructure Project Schedule Template or you may attach your own schedule document.

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Completion of the project may take as little as 3 months or as long as a year. We expect to request bids almost immediately after receiving approval of program funds. We know from experience that road and paving companies in the area start building their project list schedules based on accepted bids in January of each year. Project scheduling is usually based on the size and scope of the project. Final schedules will be at the behest of the contractor and the weather! It is our utmost desire to make sure the project is completed as soon as possible as we have been worried about continuing deterioration for 3 years despite our best efforts.

2. ***Provide an overview of the project management approach.*** Include staff members and/or contractors to be selected that will be responsible for project management and any other relevant project delivery work. Include position descriptions for any additional staff that will be hired.

Please refer to the above for "Field Engineering" company.
Our current HEHA Board members will be in constant communication and "seeing" distance of the project simply because we all live here! Two of our board members have experience in the "construction" industry.

3. *Describe the parties responsible for the ongoing maintenance of the infrastructure.*

Highland Estates Homeowners Association.

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Budget

CDBG-DR Infrastructure Program Project Budget Instructions

This template is customizable to fit the budget proposal for your project. Feel free to edit left-hand segments and add comments when needed. This is intended to be a high-level overview of uses and sources for the project. A detailed costs estimate is also required to be attached with this application.

If a section does not have enough cells for the category that you are working on, you can add cells by highlighting a complete row and right-clicking. A dialogue box will appear that permits you to add a row of cells. Click "Insert" and then select either "Insert Above" or "Insert Below", depending on where you would like the new row to be placed. The new row will appear above or below the row you highlighted.

On the left-hand side of the template there is a list of major project items. You may edit each of these areas to fit your proposed budget plan.

List project funding sources in the "Sources of Other Funds" category. Disclose the amount you requested or expect to receive. List the status of funding for all sources. Feel free to elaborate on other funds or funding plans in a attached narrative.

You can use the right-side comments column to elaborate on budgeted items as needed.

Ensure your budget is reasonable, appropriate, and accurate. Ensure all budgeted items are consistent with the project description and tasks. Ensure there is no duplication of benefits (DOB). All funds identified for use on your project must be fully disclosed and detailed to ensure budget accuracy and that there is no duplication of benefits.

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CDBG-DR PIER Infrastructure Program Project Budget

Activity	CDBG-DR	Other non CDBG-DR Funds	Source of Other Funds*	Total Funds (CDBG-DR and Other)	Status of Funding (secured, requested, committed)	Comments
Design/Planning	0	0	0	0		Included in construction bid
Environmental Review	0	0	0	0		Environmental Review (ER) will be submitted through HERO's on HUD site for ER Tier review.
Land Acquisition	0	0	0	0		
Permitting	0			0		County Planning Dept (Roy Kinion) says no permits are currently necessary.
Construction	$700,000			$700,000.		
Construction Management	$50,000			$50,000		MOB/DEMOB
Program Activity Delivery (ex: file management, reimbursement requests)	0			0		
Inspections	0			0		Inspections and permitting should run in line with ER or ER compliance.
Brush Clearing & Widening	$10,000	0	0	$10,000		
Totals:	$760,000			$760,000		Amount requested has been increased from Field Engineering estimate due to passage of time and increasing costs!

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* All funds identified for use on your project must be fully disclosed and detailed to ensure budget accuracy and no duplication of benefits. Show the sources and amounts of other funds needed to complete the project below, including local funds and grants from other agencies. Any anticipated or committed funds must also be included.

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Complete the table below by listing all the funding assistance received to date for the system or systems included in the funding request. This is funding received in response to the 2020 Labor Day fires. (There is not a duplication of benefit if other funding sources are paying for an aspect or portion of the project that is not requested for CDBG-DR funding.)

All Recovery Assistance Received			
Source of Funding [Who is providing the assistance]	**Amount of Assistance**	**Purpose of the Assistance [What costs are covered?]**	**Is there any duplication of benefits (DOB)?**
FEMA Public Assistance	0	0	☐ Yes ☒ No
FEMA Hazard Mitigation Grant Program	0	0	☐ Yes ☒ No
Hazard Insurance Proceeds	0	0	☐ Yes ☒ No
American Rescue Plan Act	0	0	☐ Yes ☒ No
State Funding	$760,000	All planning, construction, administrative costs, and fees.	☐ Yes ☒ No
Other [fill in]			☐ Yes ☐ No
Other [fill in]			☐ Yes ☐ No
Other [fill in]			☐ Yes ☐ No

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Compliance

According to 87 FR 6364, February 3, 2022, the state shall make reviews and audits, including on-site reviews of any subrecipients, as may be necessary or appropriate to meet the requirements of section 104(e)(2) of the HCDA, as amended, and as modified by the Consolidated Notice. In the case of noncompliance with these requirements, the state shall take such actions as may be appropriate to prevent a continuance of the deficiency, mitigate any adverse effects or consequences, and prevent a recurrence. The state shall establish remedies for noncompliance by any subrecipients, designated public agencies, or local governments.

Can you certify to comply with state and federal register regulations as outlined in 87 FR 6364?

- ☒ Yes
- ☐ No

Please be advised that by answering "no" to this question, your submission will not be considered eligible for the PIER Program.

87 FR 6364, February 3, 2022 is published on-line here: https://www.federalregister.gov/documents/2022/02/03/2022-02209/allocations-for-community-development-block-grant-disaster-recovery-and-implementation-of-the

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Signature/Certification

On behalf of the subrecipient, I certify that staff, contractors, vendors, and community partners of our proposed project:

- Will comply with all HUD and Oregon requirements in the administration of the proposed CDBG-DR funded activities;
- Will work in cooperation with OHCS to execute the Subrecipient Agreement that provides the pathway for successful CDBG-DR program(s) and/or project(s) and;
- Will certify that all information submitted in this Project Description Form is true and accurate to the best of my knowledge.

Name and Title: Susan Comberg - HEHA Board Member.

Signature: Susan Gal

Date Submitted: 11-29-2023

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Attachment checklist

- ❑ National Objective Documentation
- ❑ Public Hearing & Notice Documentation
- ❑ Project Selection Record
- ❑ Citizen Participation Plan and Language Access Plan (or statement adopting state policy)
- ❑ Supporting Documentation such as: damage reports, engineering reports, public documents that support or identify the project, etc.
- ❑ Detailed cost estimates that reflect contracted work and/or work conducted by internal staff
- ❑ Project Schedule

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Field Engineering

Echo Mountain Complex Fire Road and Drainage Study

Prepared for

Lincoln County, Oregon

By

Field Engineering

January, 2023

Field Engineering Project Number
197.21

Field Engineering
320 NW 56th St.
Newport, Oregon 97365
(541) 265-2896
(541) 961-3596 cell

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Field Engineering

Highland Road Area

The Highland Road Area is north of Lincoln City and just north of Neotsu. It consists of the NE. Highland Road, which is the main access road off of Highway 101, and the tributary roads NE. Viewcrest Street, Highland View Lane, and NE. Ridgecrest Court. The Highland Road Area is on the east side of Highway 101 NE Highland Road is Partially paved and is the longest road in the study.

Road List

NE. Highland Road
NE Viewcrest Street
Highland View Lane
NE. Ridgecrest Court

Field Engineering
320 NW 56th St
Newport, Oregon 97365
(541) 265-2896
(541) 961-3596 cell

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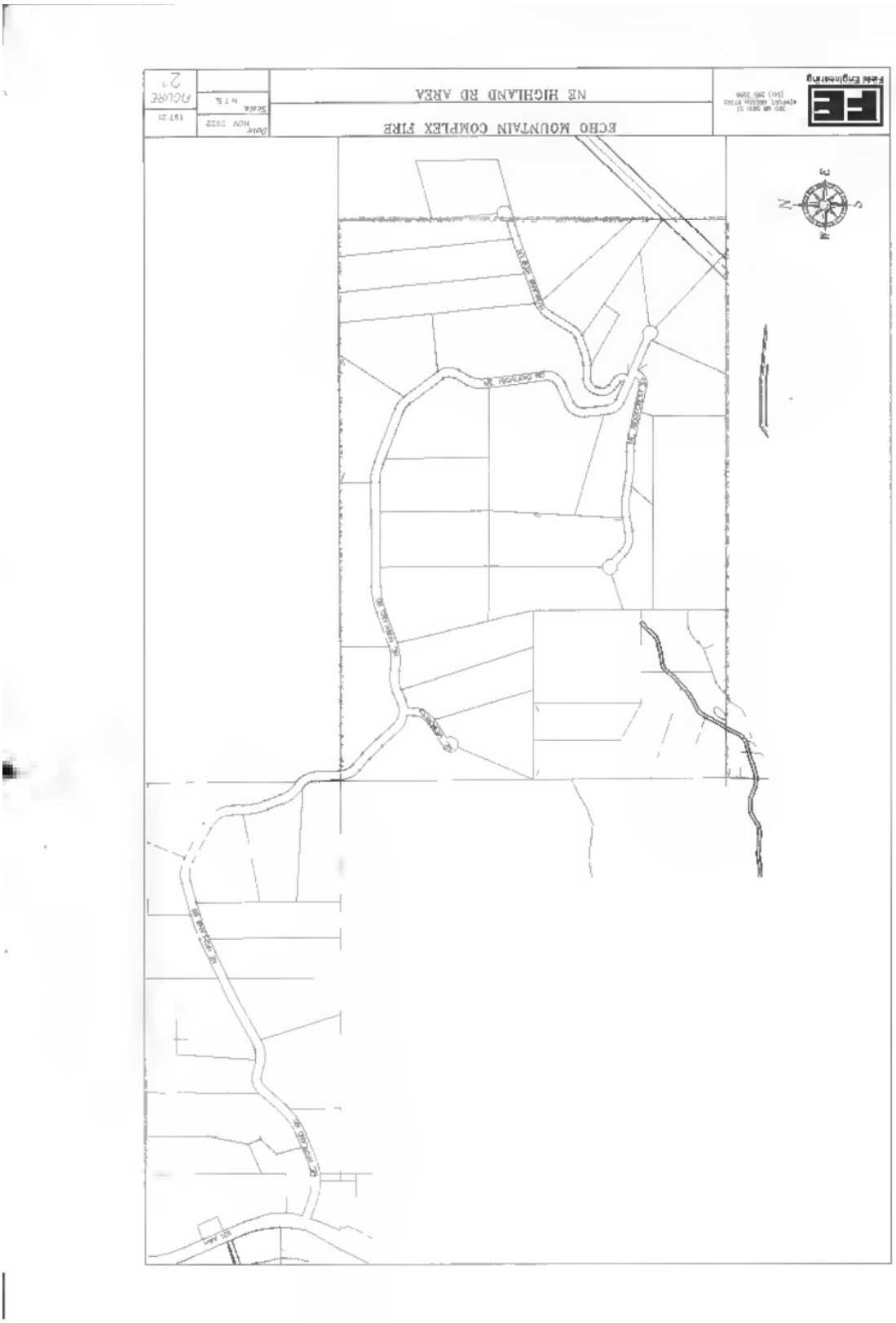

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Field Engineering

NE. Highland Road

Overview

NE. Highland Road is the main access road for the Highland Road Area It intersects Highway 101 on the east side just north of Neotsu, Oregon NE Highland Road is the longest road in the study at close to 9000ft long (1 7 miles) The general alignment is east/west. The intersection at Highway 101 and much of the road is paved the pavement is intermittent with long sections of gravel There are paved sections where the pavement is in fair to good condition, while other paved sections that are rutted, broken and cracked. Some of the pavement damage spans both lanes while in other areas only one lane is affected. Most of the rough areas are at overlay seems and centerline seems. We estimate that at least 30% of the paved areas will require replacement, patching or overlay. Gravel wearing surfaces are damaged and will require grading and repair In many areas, the gravel wearing surface has been pushed to the shoulders· in these areas, simply grading the gravel back into the drive lane and compacting may be all that is needed. There are some unpaved areas that will require placement of a new wearing surface. We estimate that about 50% of gravel surfaced roadway will require placement and compaction of a new wearing surface Unpaved sections represent a combined 3000 feet of the total road length. The question of whether the entire roadway should be paved as part of repairs does not fit in with the scope of work, which confines repairs to bringing the roads up to pre-fire conditions. We have added a cost estimate that includes paving all currently unpaved sections up to station 89+00 for budgeting purposes. Mobilization and demobilization costs will have some economy of scale for this longer road and are taken as 10% of the total estimated cost for repairs It is estimated that at least 10 days of traffic control will be required for the project.

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Newport, Oregon 97365
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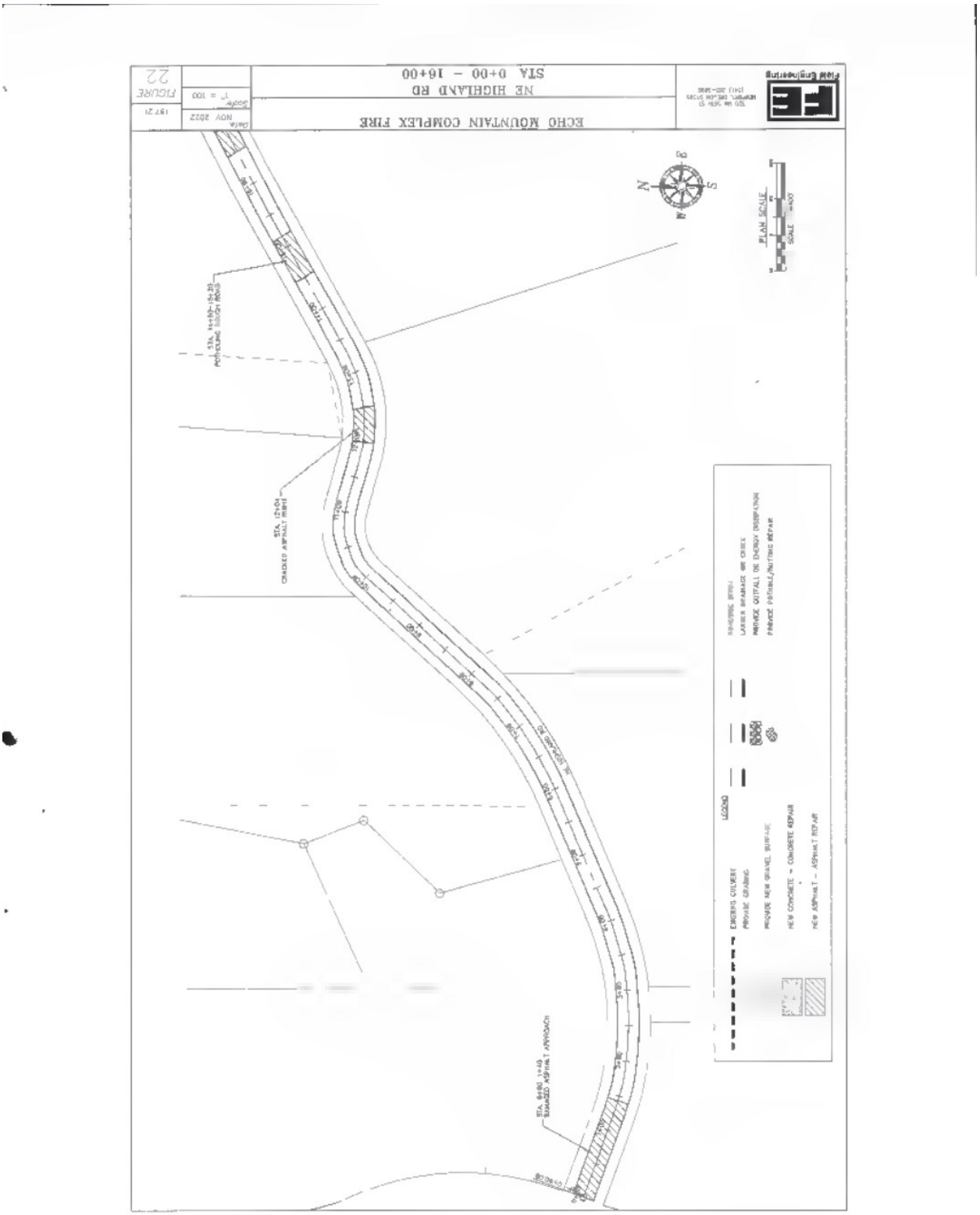

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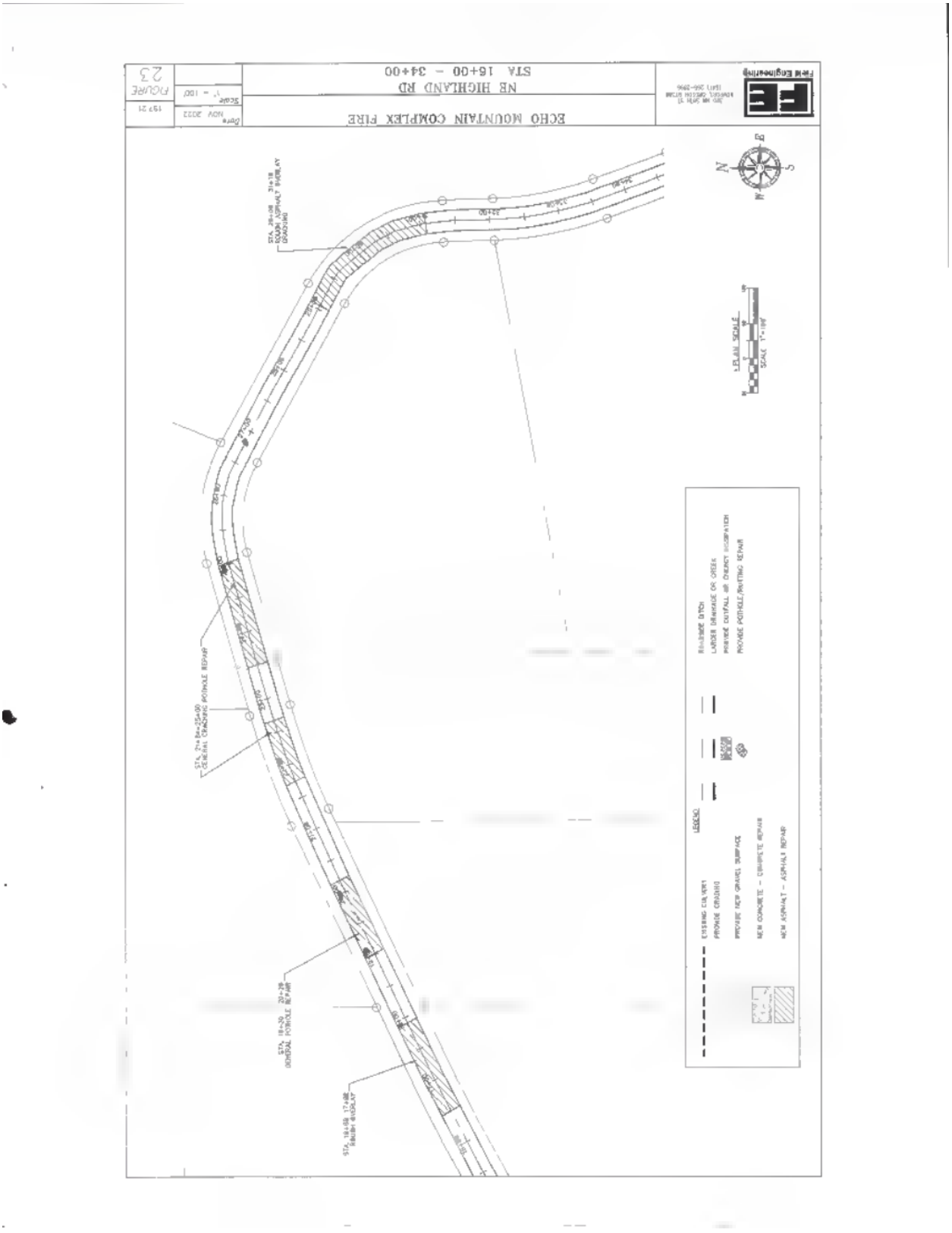

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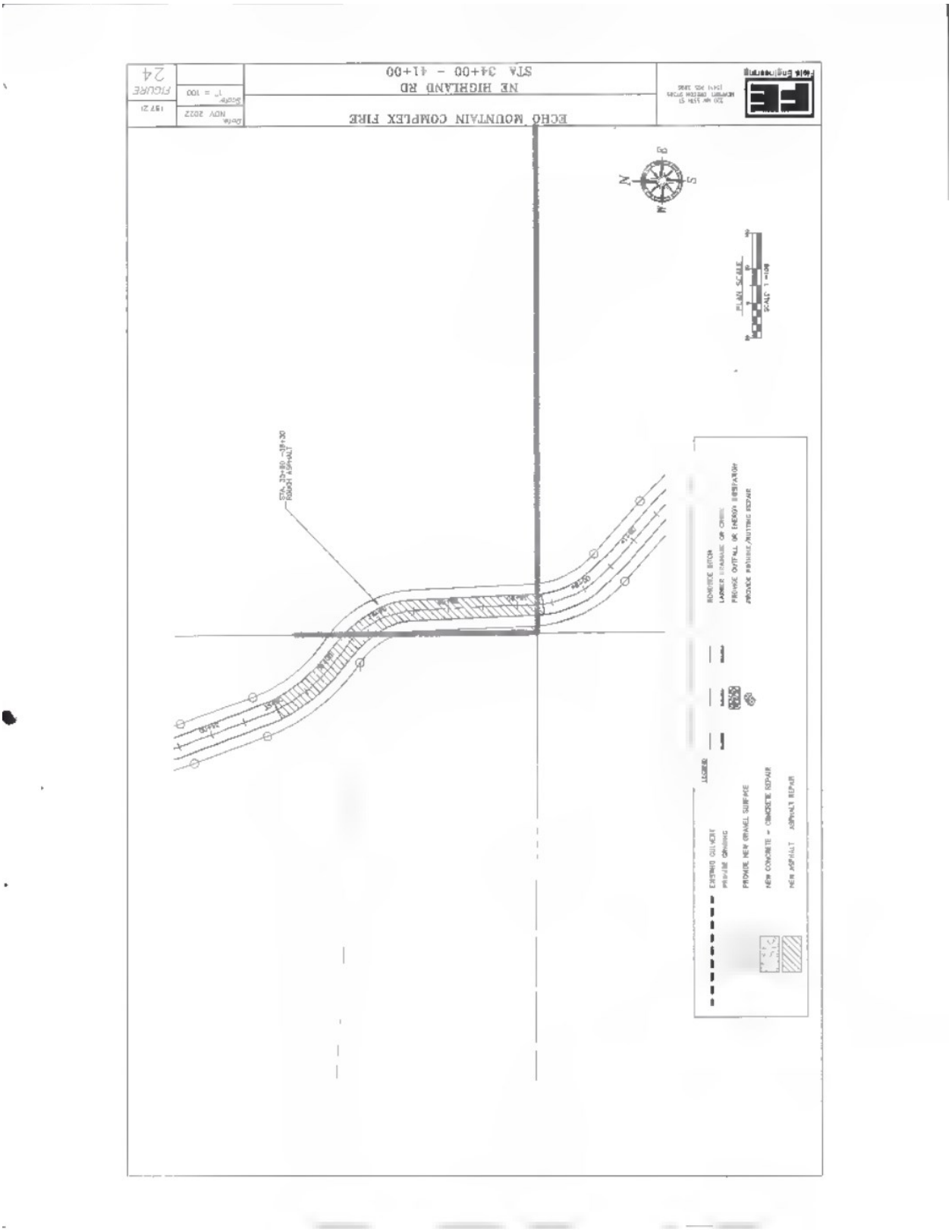

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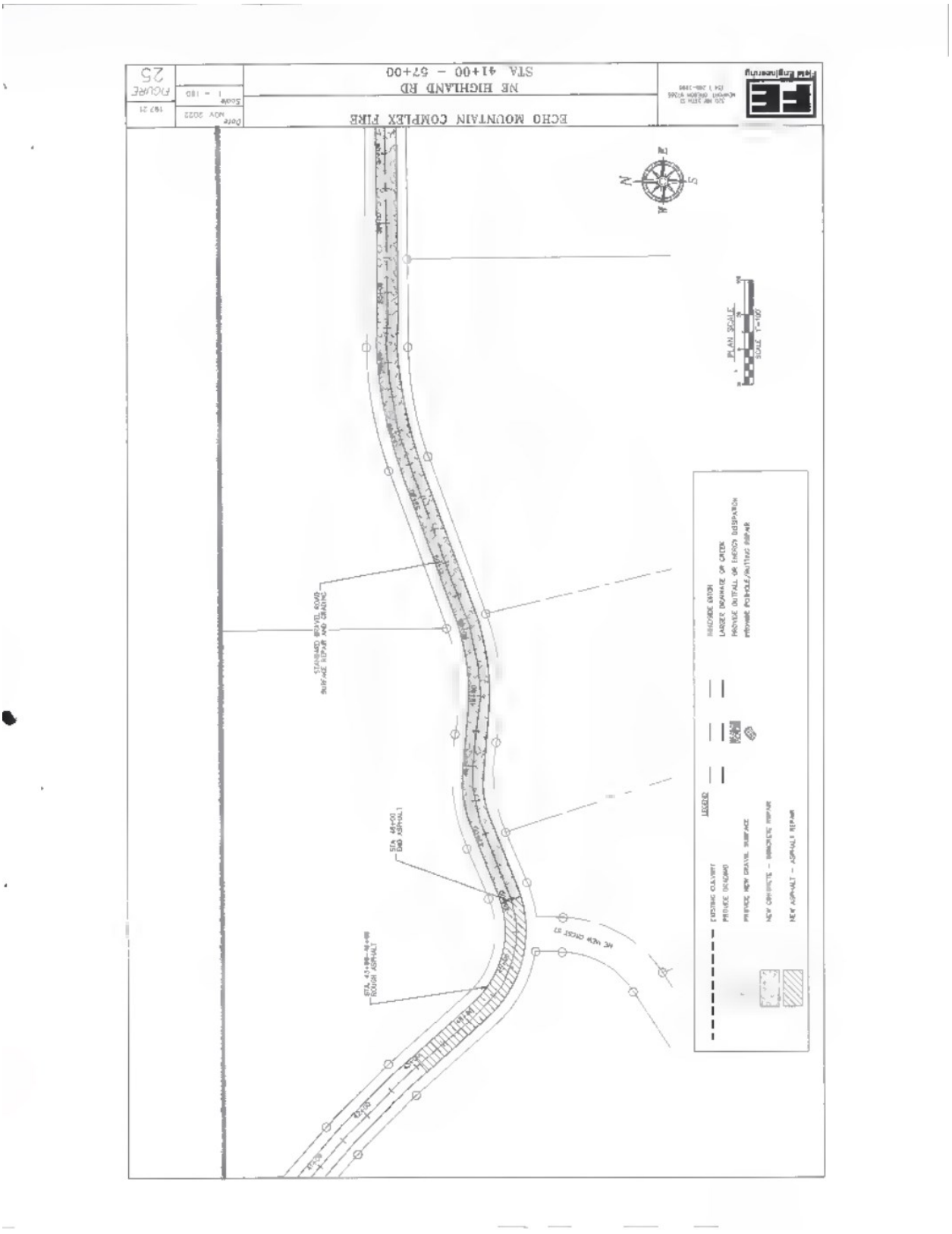

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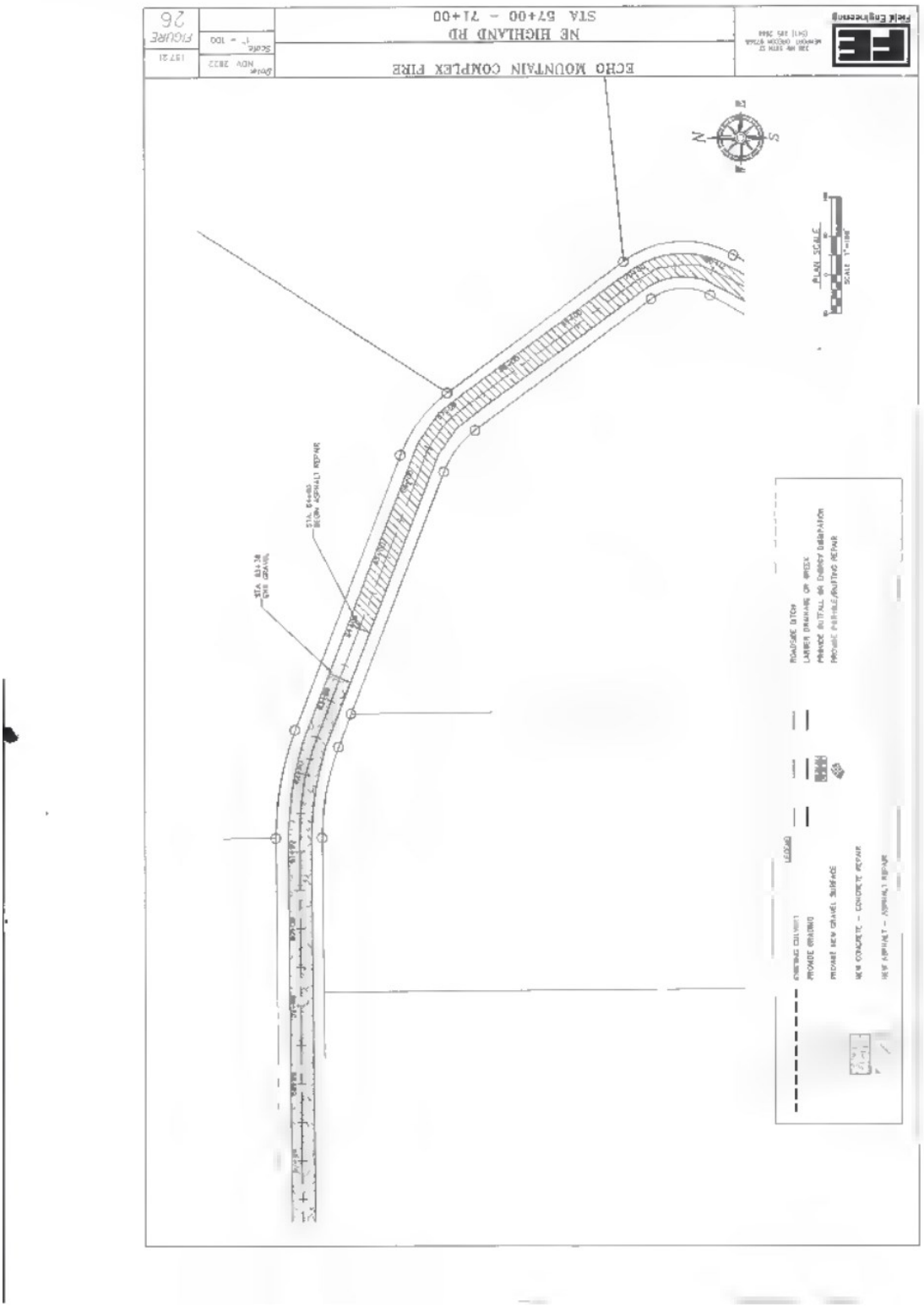

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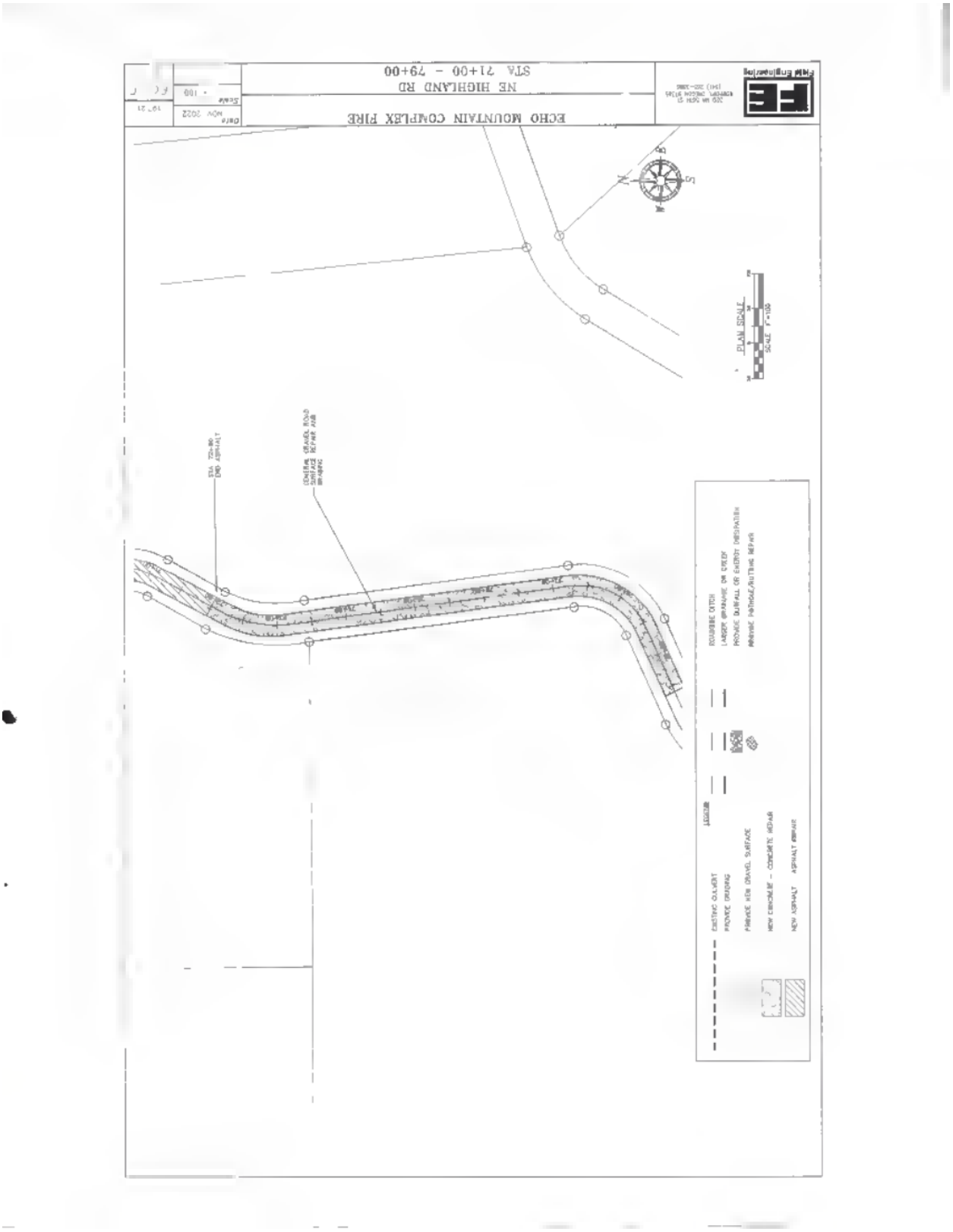

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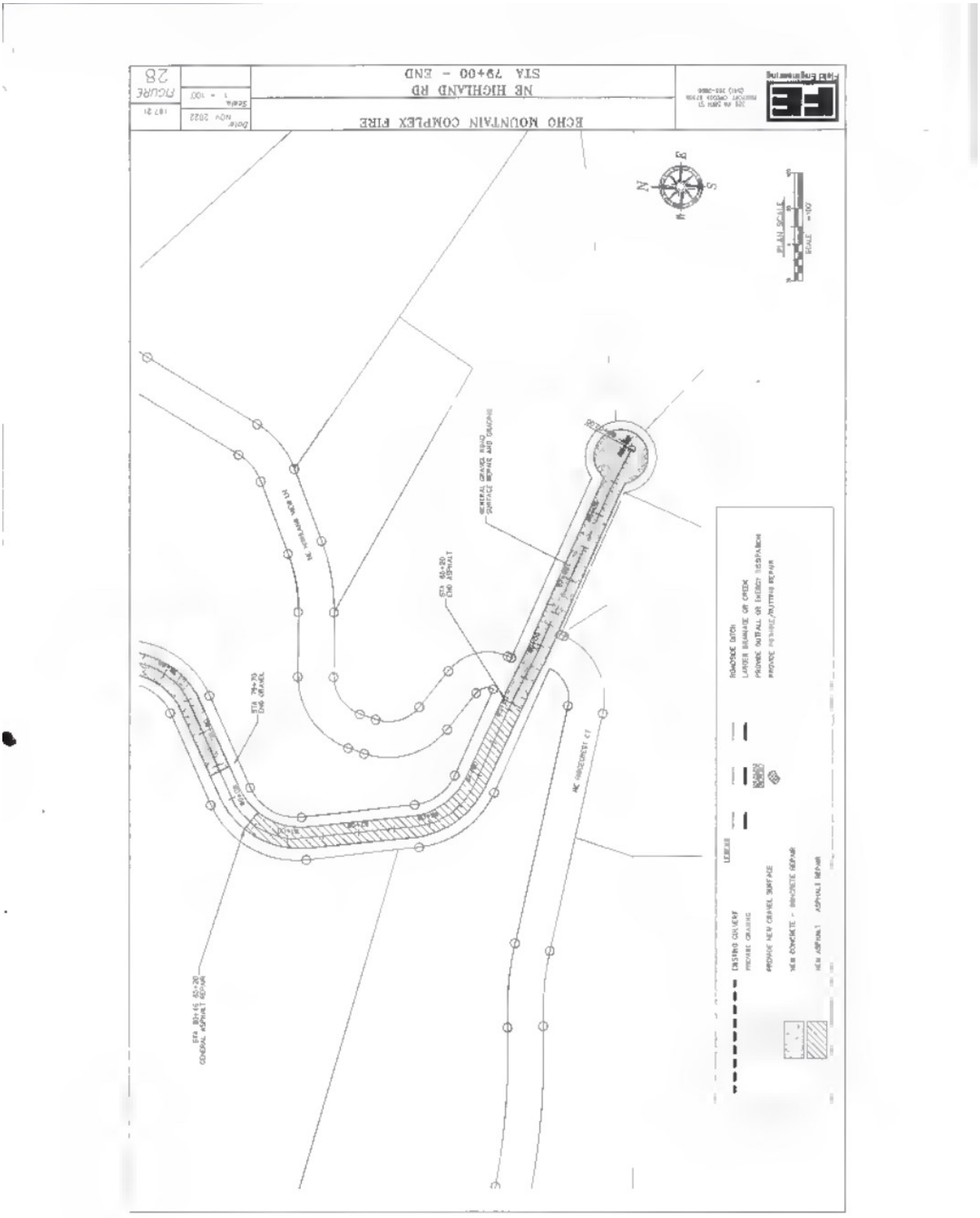

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Field Engineering

NE. Highland Road Photos

NE. Highland Road Photo No.1

STA 0+00 Damaged asphalt approach, alligator cracking, potholes

NE. Highland Road Photo No.2

STA. 0+00 Damaged drainage with concrete culvert on the right side

Field Engineering
320 NW 56th St
Newport, Oregon 97365
(541) 265-2896
(541) 961-3596 cell

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Field Engineering

NE. Highland Road Photo No.3

STA. 0+00 Alligator cracking around utility

NE. Highland Road Photo No.4

STA. 0+06 Asphalt seam rough road on right side

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Field Engineering

NE. Highland Road Photo No.5

STA. 1+40 Asphalt seam

NE. Highland Road Photo No.6

STA. 1+90 Rough road right

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(541) 265-2896
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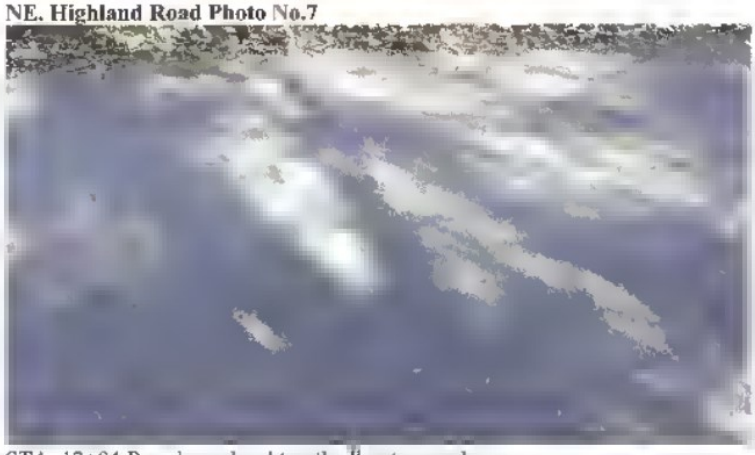
Field Engineering

NE. Highland Road Photo No.7



STA 12+04 Rough road right with alligator cracking

NE. Highland Road Photo No.8

STA. 14+55 – 15+20, rough road and potholes

Field Engineering
320 NW 56th St.
Newport, Oregon 97365
(541) 265-2896
(541) 961-3596 cell

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Field Engineering

NE. Highland Road Photo No.9

STA 16+68 Cracked overlay seam

NE. Highland Road Photo No.10

STA. 16+68 – 17+82, alligator cracking

Field Engineering
320 NW 56th St.
Newport, Oregon 97365
(541) 265-2896
(541) 961-3596 cell

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Field Engineering

NE. Highland Road Photo No.11

Down station view of rough road

NE. Highland Road Photo No.12

STA. 17+82 Rough overlay patch

Field Engineering
320 NW 56th St.
Newport, Oregon 97365
(541) 265-2896
(541) 961-3596 cell

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Field Engineering

NE. Highland Road Photo No.12

STA. 19+20 Large pothole

NE. Highland Road Photo No.13

STA. 20+00 Potholes and overlay

Field Engineering
320 NW 56th St.
Newport, Oregon 97365
(541) 265-2896
(541) 961-3596 cell

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Field Engineering

NE. Highland Road Photo No.14

STA. 21+84 Rough road at asphalt seam

NE. Highland Road Photo No.15

STA. 22+64 Rough overlay patch begins

Field Engineering
320 NW 56th St
Newport, Oregon 97365
(541) 265-2896
(541) 961-3596 cell

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Field Engineering

NE. Highland Road Photo No.16

STA. 23+50 End of patch

NE. Highland Road Photo No.17

STA. 25+09 Rough patch repair and pothole

Field Engineering
320 NW 56th St
Newport, Oregon 97365
(541) 265-2896
(541) 961-3596 cell

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Field Engineering

NE. Highland Road Photo No.18

STA. 26+82 Rough road overlay

NE. Highland Road Photo No.19

STA. 29+10 Rough road overlay

Field Engineering
320 NW 56th St
Newport, Oregon 97365
(541) 265-2896
(541) 961-3596 cell

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Field Engineering

NE. Highland Road Photo No.20

STA. 30+00 Rough road overlay

NE. Highland Road Photo No.21

STA 31+18 Depression, alligator cracking

Field Engineering
320 NW 56th St.
Newport, Oregon 97365
(541) 265-2896
(541) 961-3596 cell

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Field Engineering

NE. Highland Road Photo No.22

STA. 35+00 Centerline seam rough

NE. Highland Road Photo No.23

STA. 26+00 Concrete pothole repair

Field Engineering
320 NW 56th St.
Newport, Oregon 97365
(541) 265-2896
(541) 961-3596 cell

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Field Engineering

NE. Highland Road Photo No.24

STA. 45+38 NE Viewcrest intersection

NE. Highland Road Photo No.25

STA. 46+00 End asphalt gravel on sides of road

Field Engineering
320 NW 56th St.
Newport, Oregon 97365
(541) 265-2896
(541) 961-3596 cell

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Field Engineering

NE. Highland Road Photo No.26

STA 51+10 Minor bumps and potholes

NE. Highland Road Photo No.27

STA. 56+50 Rutting and loose gravel on right shoulder

Field Engineering
320 NW 56th St.
Newport, Oregon 97365
(541) 265-2896
(541) 961-3596 cell

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Field Engineering

NE. Highland Road Photo No.28

STA. 57+30 Broken culvert right

NE. Highland Road Photo No.29

STA. 58+50 Blocked culvert right

Field Engineering
320 NW 56th St
Newport, Oregon 97365
(541) 265-2896
(541) 961-3596 cell

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Field Engineering

NE. Highland Road Photo No.30

STA. 63+30 Asphalt begins

NE. Highland Road Photo No.31

STA. 64+00 Broken asphalt right

Field Engineering
320 NW 56th St
Newport, Oregon 97365
(541) 265-2896
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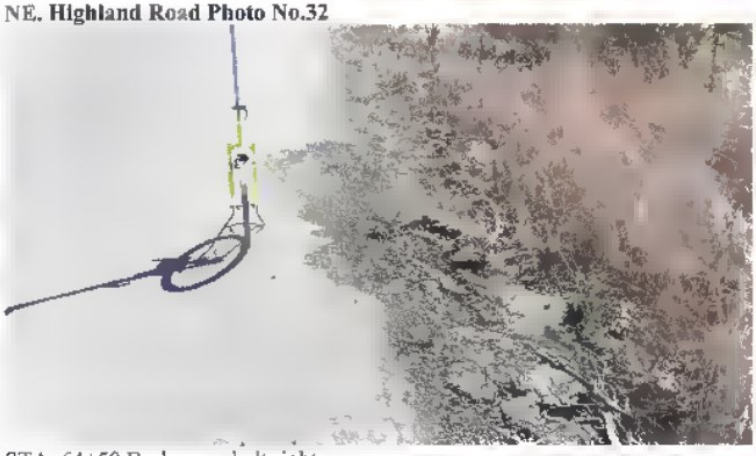
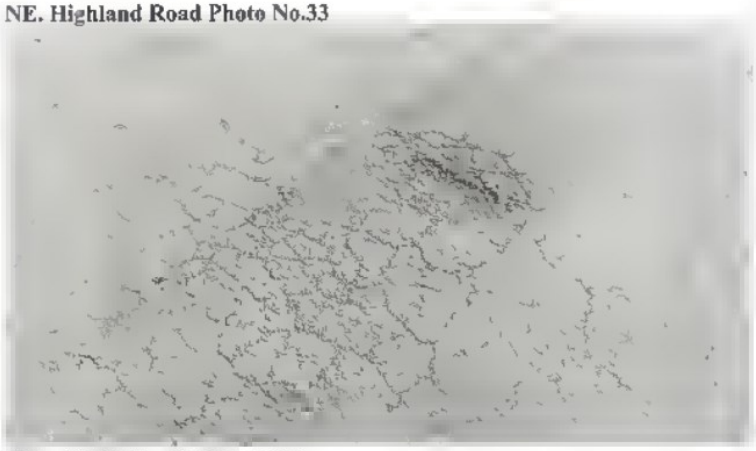
Field Engineering

NE. Highland Road Photo No.32



STA. 64+50 Broken asphalt right

NE. Highland Road Photo No.33



STA. 66+30 Rough road center

Field Engineering
320 NW 56th St.
Newport, Oregon 97365
(541) 265-2896
(541) 961-3596 cell

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Field Engineering

NE. Highland Road Photo No.34

STA. 66+86 Broken asphalt right

NE. Highland Road Photo No.35

STA. 72+00 End asphalt, begin gravel

Field Engineering
320 NW 56th St.
Newport, Oregon 97365
(541) 265-2896
(541) 961-3596 cell

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Field Engineering

NE. Highland Road Photo No.36

STA. 79+00 End gravel begin asphalt

NE. Highland Road Photo No.37

STA 80+46 Cracking

Field Engineering
320 NW 56th St
Newport, Oregon 97365
(541) 265-2896
(541) 961-3596 cell

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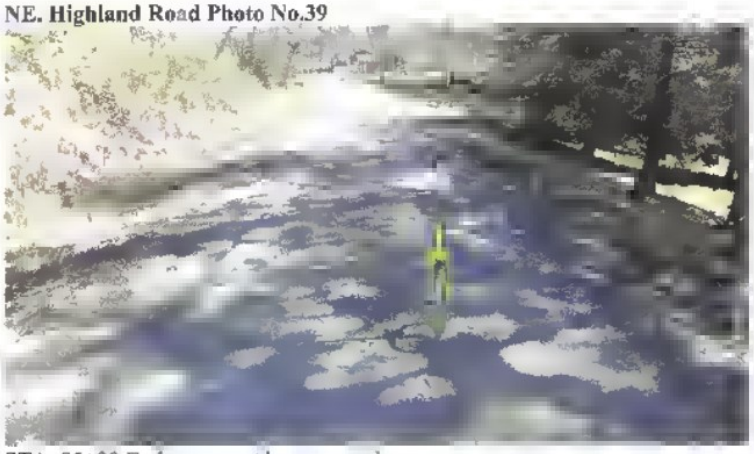
Field Engineering

NE. Highland Road Photo No.38

STA 80+86 Overlay left

NE. Highland Road Photo No.39



STA. 85+20 End pavement begin gravel

Field Engineering
320 NW 56th St
Newport, Oregon 97365
(541) 265-2896
(541) 961-3596 cell

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Field Engineering

Estimated Cost of Repairing NE. Highland Road

Item Description	Units	Quantity	Cost/Unit	Item Cost
MOB/DEMOB	LS	1	10%	$18,800.00
Traffic Control	/day	10	$1,200 00	$12,000.00
Ditch Reconditioning	/STA	10	$300 00	$3,000.00
Grading	/STA	40	$200 00	$8,000.00
Compaction	/STA	40	$300 00	$12,000.00
Base Course Rock	/CY	500	$22.00	$11,000 00
Pot Hole Repair	LF	200	$30.00	$6,000 00
Channeling Rutting Repair	LF	150	$30.00	$4,500 00
Hauling and Disposal	/CY	350	$25.00	$8,750 00
AC Repair-Patch and/or Overlay	/TON	700	$175 00	$122,500 00
Total Estimated Cost rounded to nearest hundred				$206,600.00

Estimated Cost of Repairing NE. Highland Road – Includes Paving Unpaved Sections

Item Description	Units	Quantity	Cost/Unit	Item Cost
MOB/DEMOB	LS	1	10%	$39,900.00
Traffic Control	/day	15	$1,200 00	$18,000.00
Ditch Reconditioning	/STA	10	$300 00	$3,000.00
Grading	/STA	40	$200 00	$8,000.00
Compaction	/STA	40	$300 00	$12,000.00
Base Course Rock	/CY	500	$22.00	$11,000.00
Pot Hole Repair	LF	200	$30 00	$6,000.00
Channeling Rutting Repair	LF	150	$30.00	$4,500.00
Hauling and Disposal	/CY	350	$25.00	$8,750.00
AC Repair-Patch and/or Overlay	/TON	1870	$175 00	$327,250.00
Total Estimated Cost rounded to nearest hundred				$438,400.00

Field Engineering
320 NW 56th St.
Newport, Oregon 97365
(541) 265-2896
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Field Engineering

NE. Viewcrest Street

Overview

NE. Viewcrest Street is a short, dead-end road off of the south side of NE Highland Road The road intersects NE Highland Road at about station 45+50 on the NE Highland Road alignment at the beginning of the first gravel section. The road alignment runs north south and is about 420 feet long terminating in a cul-de-sac The road is gravel with a short asphalt approach. The road requires grading and resurfacing. It is estimated that about 50% of the road needs a new wearing surface.

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(541) 265-2896
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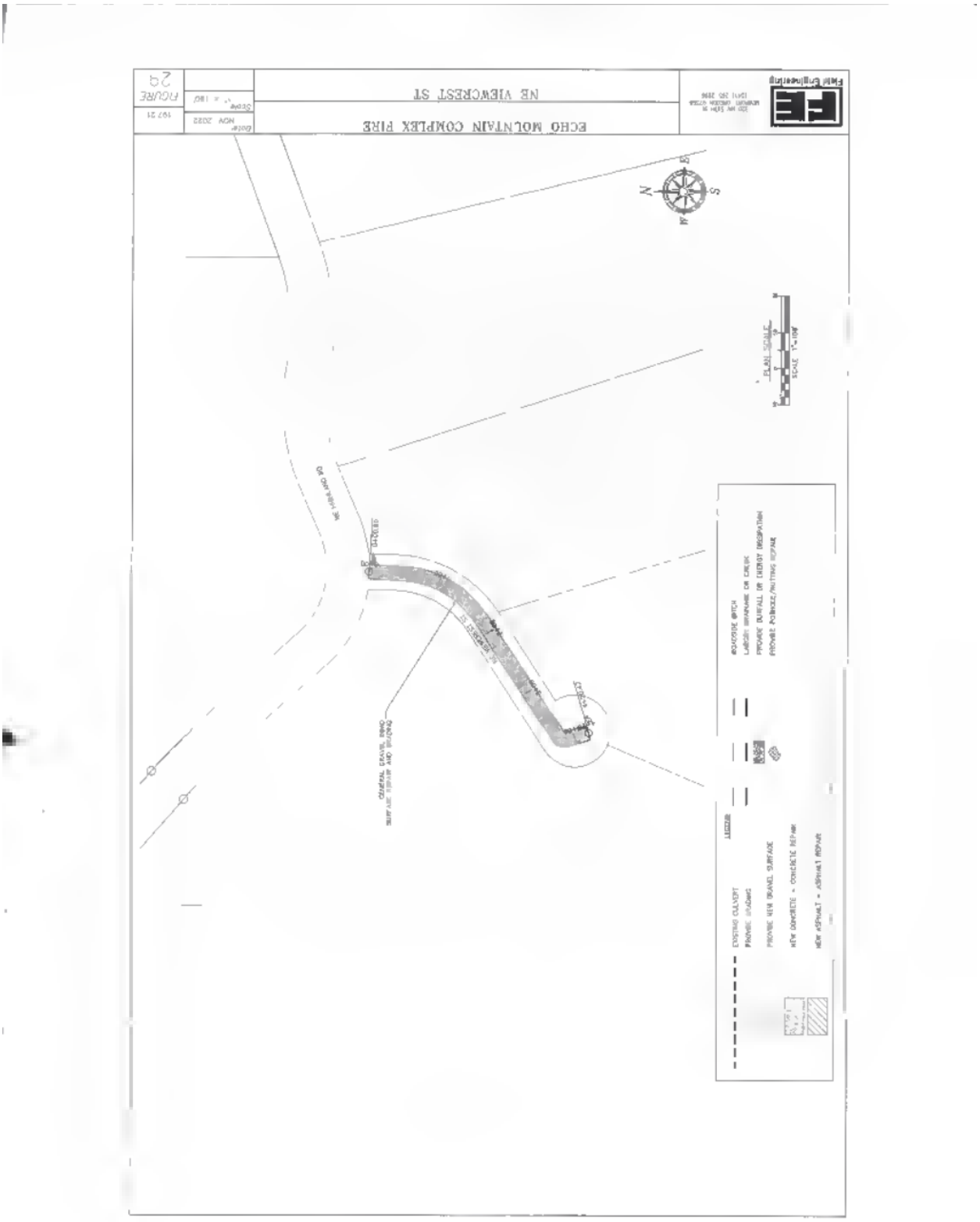

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Field Engineering

NE. View Crest Street Photos

NE. Viewcrest Street Photo No.1

STA. 0+00 Asphalt approach onto NE. Viewcrest Street

Field Engineering
320 NW 56th St.
Newport, Oregon 97365
(541) 265-2896
(541) 961-3596 cell

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Field Engineering

Estimated Cost of Repairing NE. Viewcrest Street

Item Description	Units	Quantity	Cost/Unit	Item Cost
MOB/DEMOB	LS	1	10%	$600.00
Ditch Reconditioning	/STA	2	$300.00	$600.00
Grading	/STA	4	$200.00	$800 00
Compaction	/STA	4	$300.00	$1,200.00
Base Course Rock	/CY	40	$22.00	$880 00
Pot Hole Repair	LF	25	$30.00	$750 00
Channeling Rutting Repair	LF	25	$30 00	$750.00
Hauling and Disposal	/CY	10	$25 00	$250.00
Brush Clearing and Widening	LF	25	$15 00	$375 00
Total Estimated Cost rounded to nearest hundred				$6,200.00

Field Engineering
320 NW 56th St
Newport, Oregon 97365
(541) 265-2896
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Field Engineering

Highland View Lane

Overview

Highland View Lane is a 1600 foot-long, dead-end road terminating in a cul-de-sac with a north/south alignment It intersects NE. Highland Road at station 84+00 on the north side The beginning of the roadway is paved and relatively steep. The pavement is in fair condition with some cracking and broken areas along the grade The pavement transitions to gravel at about station 2+30. The gravel surface will require regrading and pothole repair. We estimate that the 30% of the paved section will need to be replaced, patched or overlayed and that 50% of the gravel wearing surface will need replacement.

Field Engineering
320 NW 56th St.
Newport, Oregon 97365
(541) 265-2896
(541) 961-3596 cell

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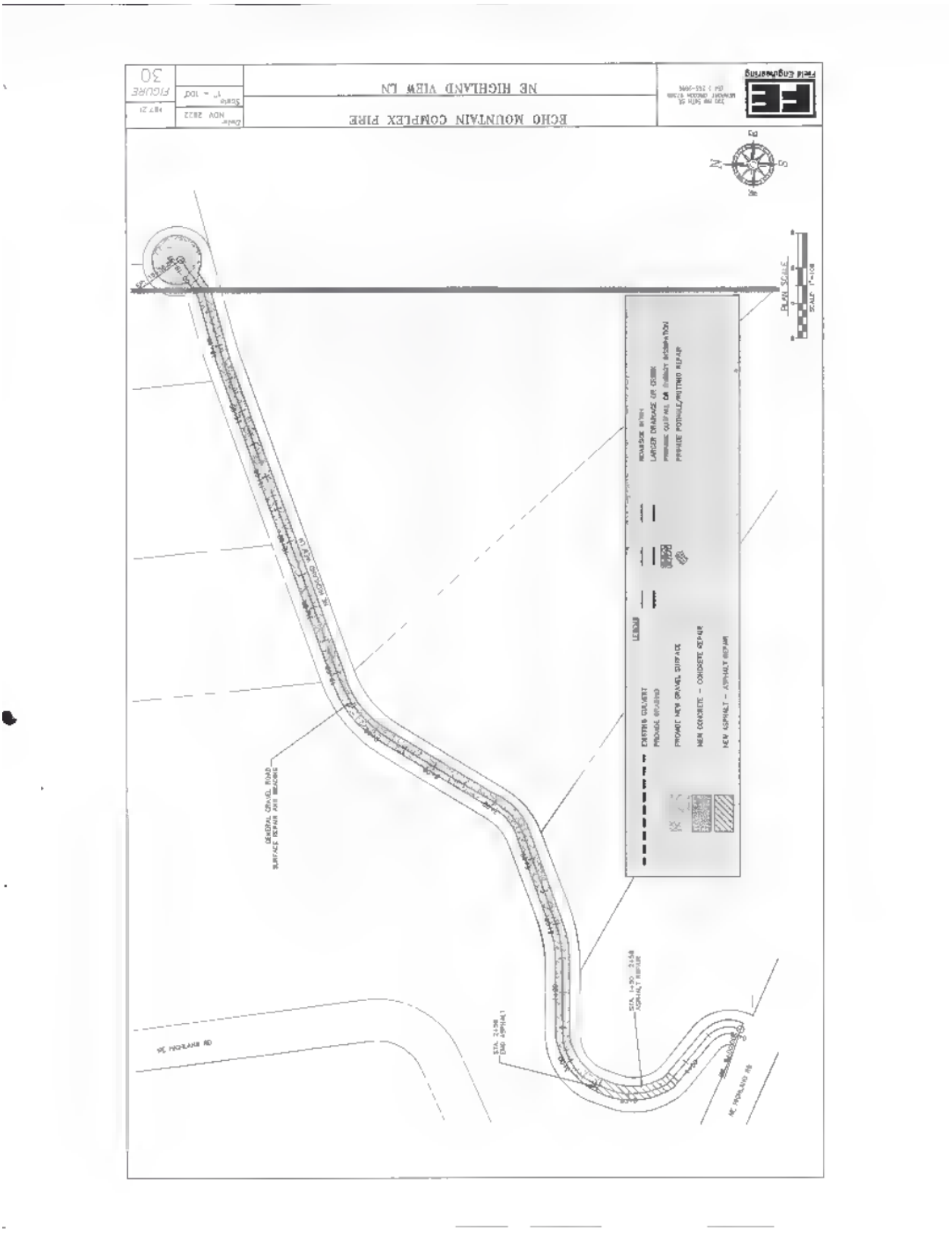

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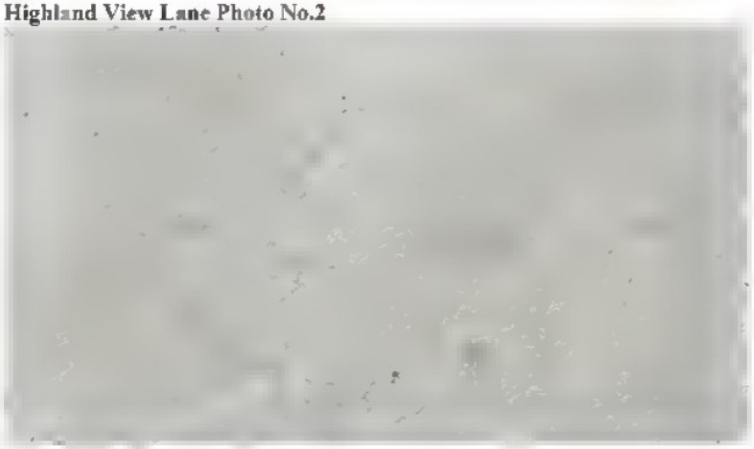
Field Engineering

Highland View Lane Photos

Highland View Lane Photo No.1

STA. 0+00

Highland View Lane Photo No.2



STA 2+50 Alligator cracking

Field Engineering
320 NW 56th St.
Newport, Oregon 97365
(541) 265-2896
(541) 961-3596 cell

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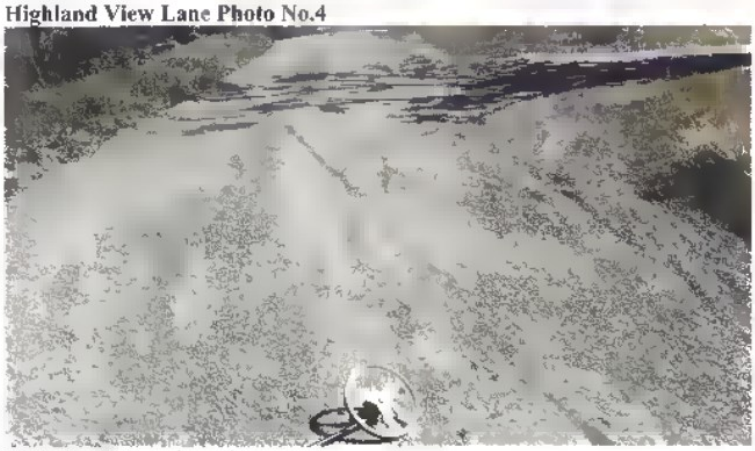
Field Engineering

Highland View Lane Photo No.3

STA. 7+50 Transition to gravel

Highland View Lane Photo No.4



STA 10+00 Rough road

Field Engineering
320 NW 56th St
Newport, Oregon 97365
(541) 265-2896
(541) 961-3596 cell

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Field Engineering

Highland View Lane Photo No.5

STA 13+50 Loose gravel right shoulder

Highland View Lane Photo No.6

STA. 15+05 End of roadway

Field Engineering
320 NW 56th St
Newport, Oregon 97365
(541) 265-2896
(541) 961-3596 cell

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Field Engineering

Estimated Cost of Repairing Highland View Lane

Item Description	Units	Quantity	Cost/Unit	Item Cost
MOB/DEMOB	LS	1	10%	$2,700 00
Ditch Reconditioning	/STA	4	$300.00	$1,200.00
Grading	/STA	14	$200.00	$2,800.00
Compaction	/STA	14	$300.00	$4,200.00
Base Course Rock	/CY	130	$22.00	$2,860.00
Pot Hole Repair	LF	150	$30.00	$4,500.00
Channeling Rutting Repair	LF	100	$30.00	$3,000 00
Hauling and Disposal	/CY	50	$25.00	$1,250 00
AC Repair-Patch and/or Overlay	/TON	25	$175 00	$4,375.00
Brush Clearing and Widening	LF	150	$15 00	$2,250 00
Total Estimated Cost rounded to nearest hundred				$29,100 00

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Field Engineering

NE. Ridgecrest Court

Overview

NE Ridgecrest Court is about 1400 feet long and dead ends in a cul-de-sac junction of private driveways. It intersects NE Highland Road near the end at station 86+00 The alignment is generally east/west. There is a paved approach about 130 feet long onto NE Highland Road that is in fair condition The rest of the road is gravel surfaced and in rough condition. There are narrow areas with tire rutting and potholes The whole gravel section will require grading and we estimate at least 50% of the wearing surface will need replacement. The paved section at the beginning will likely only need some minor patching.

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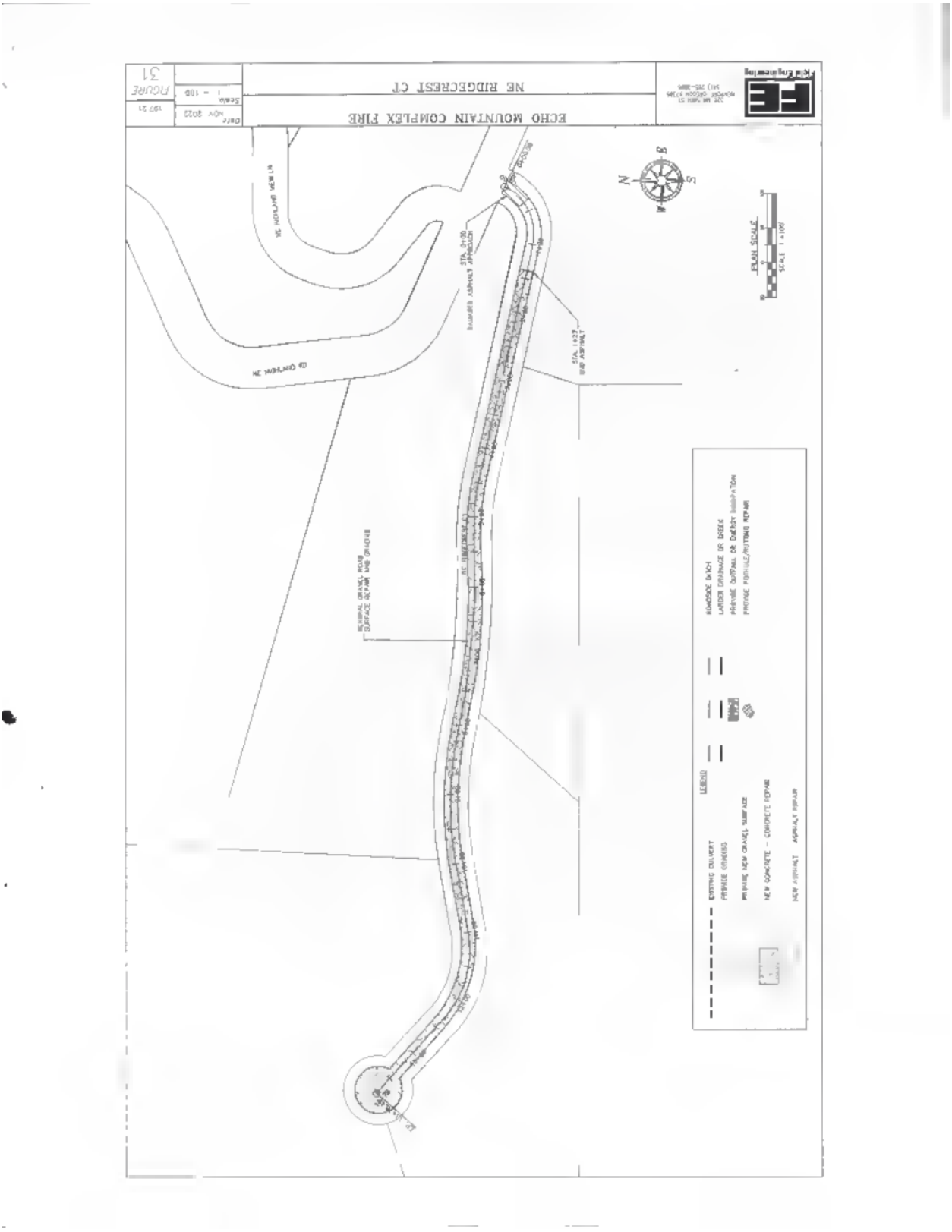

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Field Engineering

NE. Ridge Crest Court Photos

NE. Ridgecrest Court Photo No.1

STA. 0+00 Cracked asphalt

NE. Ridgecrest Court Photo No.2

STA. 1+27 End of asphalt begin rough gravel road

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320 NW 56th St
Newport, Oregon 97365
(541) 265-2896
(541) 961-3596 cell

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Field Engineering

Estimated Cost of Repairing NE. Ridgecrest Court

Item Description	Units	Quantity	Cost/Unit	Item Cost
MOB/DEMOB	LS	1	10%	$2,000.00
Ditch Reconditioning	/STA	2	$300 00	$600.00
Grading	/STA	12	$200.00	$2,400.00
Compaction	/STA	12	$300.00	$3,600.00
Base Course Rock	/CY	100	$22.00	$2,200.00
Pot Hole Repair	LF	100	$30 00	$3,000 00
Channeling Rutting Repair	LF	100	$30 00	$3,000 00
Hauling and Disposal	/CY	50	$25.00	$1,250.00
AC Repair-Patch and/or Overlay	/TON	10	$175.00	$1,750 00
Brush Clearing and Widening	LF	100	$15 00	$1,500 00
Total Estimated Cost rounded to nearest hundred				$21,300 00

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320 NW 56th St.
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Field Engineering

Highland Road Area Summary

Road Name	Estimated Cost	W/Paving NE Highland Road
NE Highland Road	$206,600 00	$438,400.00
NE Viewcrest Street	$6,200 00	$6,200.00
NE Highland View Lane	$29,100 00	$29,100.00
NE Ridgecrest Court	$21,300 00	$21,300.00
Area Total	$263,200.00	$495,000 00

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Field Engineering

Project Cost Summary

Estimated Total Cost of Project

Area Name	Panther Creek	Maple Drive	Highland Road	Highland Road Area - NE Highland Road -Paved
MOB/DEMOB	$28,800.00	$14,000 00	$24,100 00	$45,200.00
Traffic Control	$4,800 00	$2,400.00	$12,000.00	$18,000.00
Ditch Reconditioning	$14,100 00	$1,500.00	$5,400 00	$5,400.00
Grading	$34,200.00	$3,600.00	$14,000 00	$14,000.00
Compaction	$51,300 00	$2,400.00	$21,000 00	$21,000.00
Base Course Rock	$69,740.00	$3,520.00	$16,940 00	$16,940.00
Spill Way Reconditioning	$7,000.00	$0.00	$0 00	$0 00
Pot Hole Repair	$18,900.00	$1,500.00	$14,250 00	$14,250 00
Channeling Rutting Repair	$26,550.00	$1,500.00	$11,250 00	$11,250 00
Hauling and Disposal	$21,125.00	$6,250.00	$11,500 00	$11,500.00
AC Repair-Patch and/or Overlay	$52,500.00	$70,000.00	$128,625 00	$333,375.00
Culvert Replacement	$1,650 00	$0.00	$0 00	$0.00
Culvert Cleaning	$2,500.00	$0.00	$0 00	$0.00
Bridge Inspection and Assessment	$5,000.00	$0.00	$0.00	$0.00
Brush Clearing and Widening	$8,250.00	$1,500.00	$4,125.00	$4,125.00
Estimated Total Area Cost	**$346,400.00**	**$108,200.00**	**$263,200.00**	**$495,000.00**

		Pave NE Highland Road
Total Cost	$717,800 00	$949,600 00
Contingency (10%)	$71,780.00	$94,960.00
Estimated Total Project Cost	**$789,580.00**	**$1,044,560.00**

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Highland Estates Homeowners Association
PO Box Box 79, Neotsu, OR 97364

May 23, 2024

Response to ReOregon PIER – Request for Information (RFI)

IMMEDIATE ACTIONS

Maintenance Agreement – Attached is a copy of our CCR's which references the following:

ARTICLE III

Highland Estates Homeowners Association, Inc.

1. *Membership*

The owner(s) of each lot of said property shall be a member of Highland Estates Homeowners Association, Inc. Each member shall be entitled to one vote for each lot owner by or held under contract of sale to him or her, but no more than one vote per lot shall be cast regardless of the number of owners thereof. In the event that more than one vote per lot is cast, the secretary of the corporation shall note fact and shall not count any of the votes cast by the owners of such lot or lots.

2. *Assessments*
For the purpose of financing the maintenance of public roads, to include easements, drainage ditches and culverts, lighting and public mailboxes, and administrative activities of the corporation, assessment shall be levied.

Project Scope –

1) Roads to be included are: all paved portions of Highland Road, small paved portion of Ridgecrest, and small paved portion of Highland View Lane. See attached map provided by Lincoln County.
2) Roads covered by this application are paving asphalt
3) Appx 7290 feet is part of the proposed pavement project. See attached map.
4) Any gravel portions will not be part of the project.
5) There will be no regraveling of those road portions as that work has already been done by the Lincoln County in 2024.
6) Highland Estates has 47 properties. There are also 3 other properties not in the association who use and access the road by easement.
7) One property is currently used as a second home. At least 3 other properties were primary residences until the homes burned down. The homes have not been rebuilt yet and homeowners are living elsewhere.

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8) See original application under "Unmet needs and alignment with state and local priorities", #3 on page 6. Also see original application under "Resiliency and Long Term Recovery", #1 on page 8.

Project Location Map – See attached map that was prepared by Lincoln County detailing questions 1-4.

Urgent Need National Objective – See original application under "Urgent Need", page 13.

We have an urgent need to repair the dilapidated roads. As a result of the 2020 Wildfire and wildfire recovery efforts, the roads pose ongoing unsafe driving conditions. Continued usage by heavy trucks and equipment (being used to still clear debris and rebuild homes) will just make the unsafe driving conditions worse. We believe damaged road infrastructure continues deteriorating at a fast pace.

Detailed Budget - See original application under "CDBG-DR PIER Infrastructure Program Project Budget", page 18. A line item for Construction Management was included for $50,000. We included "management" under the Construction bid amount as well. It is also my understanding that the estimate may or may not have included costs for "prevailing wages". That increase the bid substantially and higher labor costs are increasing everyday especially in our area.

Recently (about 4 months ago), ODOT released an educational video to the public stating that Asphalt prices have gone up 39% since 2019. By the time we expect to be able to actually "start" this project, it could realistically be 2 – 3 years after the Field Engineering estimated costs were reported.

Requested funds will be used to supplement existing funds for program activities and will not replace those funds that have been appropriated for the same purpose. Almost all of our "dues" income funds are currently earmarked for road projects not related to this application. We are also required to maintain an emergency contingency fund that will not be used for project.

Please note that HEHA has managed these paving projects ourselves in the past with success. We do not believe an "engineer" is necessary at all. If OHCS chooses to retain another government agency (COG?) for budget and/or procurement, then they would be responsible.

Procurement – HEHA will obtain bids from any qualified company who will work with our organization. There are a very limited number of companies who do this type of work in our area and most won't even bother providing a bid unless they believe you actually have funds to do the project.

Certifications – I believe HEHA can affirmatively supply the "Non-Supplanting of Funds Certification" as well as the "FEMA PA or U.S.Army Corps of Engineers Funding". However, we have no documentation that FEMA funds were not eligible to us. We were

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told in person by a representative who was circulating our area that FEMA does not work with "organizations" for relief funds. They would only work with individual property owners.

FUTURE ACTIONS

Public Hearing - The Lincoln County Selection Committee already conducted a public hearing that I understand was organized and promoted by OHCS.

Long-Term Road Maintenance - HEHA has a fiduciary, legal and self benefit responsibility to maintaining our roads. We are a "one-way in and one-way out" public access road. HEHA property owners have no other legal access to their homes. HEHA expects to sign documentation you have prepared to satisfy this requirement.

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Maintenance Agreement

You have requested a copy of any current maintenance agreement between the HOA and property owners to confirm responsibility for past maintenance of these roads.

HEHA does not have a maintenance agreement per se. We note with interest that our local school district does not have a written agreement with families to educate their children and the fire district does not have a written agreement to try and put out fires. In the absence of a contract, we rely on covenants and the fiduciary responsibility of an elected Board to complete maintenance obligations.

I have attached a full copy of HEHA Covenants and Restrictions.

Please note the section stating "this Declaration of Covenants and Restrictions being for the purpose of maintaining all public roads and rights of way within the plat of Highland Estates and for keeping said property desirable and suitable in design and use as hereinafter specified".

The Covenants go on to detail that each property owner is a voting member, the Association is governed by an elected board, that the Board may levy dues and assessments, and that those revenues are "For the purpose of financing the maintenance of public roads".

HEHA previously provided a letter from the Association president attesting that:

> The Highland Estates HOA was established in 1964. Since its inception, the HOA has maintained and improved Highland road and its arterial roads through paving, gravelling, and grading projects. As an association, we will continue to do so, per our CC&R's.

HEHA spends over 95% of revenues on road maintenance and paving. In some cases, officers and neighbors volunteer to patch potholes or do informal grading of graveled areas. More typically, the Board contracts for repairs or maintenance with reputable, licensed, and bonded firms.

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AMENDENTS TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF HIGHLAND ESTATES
BY RESTATEMENT

KNOW ALL PERSONS by these presents that pursuant of affirmative vote of majority of the owners of lots of Highland Estates, and representing a majority of members of Highland Estates Homeowners Association, a non-profit Oregon corporation, present in person and by proxy for Highland Estates, a real estate subdivision within Lincoln County, Oregon, which votes were taken by personal ballot of the lot owners in writing, the following amendments were made by restatement to the Declaration of Covenants and Restrictions as formerly recorded at Book 250, Page 627 of the official records of Lincoln County, Oregon. The restatement was enacted and notices of the said amendments are given to all persons by recordation of this instrument. These restated declarations are intended by the vote of the members to be a restatement of all of the Covenants, Conditions and Restrictions as duly amended and burdening the subdivision known as Highland Estates. In the event that any provision herein is determined to be invalid by any court of competent jurisdiction the previously recorded provision, if any, shall control as of its date of enactment.

WHEREAS declarants area the fee owners or contract purchasers, respectively, of certain real property located in Lincoln County, State of Oregon, to wit, all lots within the plat of Highland Estates, according to the plat thereof on record in the office of the County Clerk of Lincoln County, Oregon, hereinafter referred to as “said property”; and

WHEREAS declarants desire to subject said property to the restrictions, covenants, conditions, reservations, easements, liens, and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property as covenants running with the land, and each bind every parcel thereof, and shall apply to and bind the successors in interest, and any future owners thereof, this Declaration of Covenants and Restrictions being for the purpose of maintaining all public roads and rights of way within the plat of Highland Estates and for keeping said property desirable and suitable in design and use as hereinafter specified; and

WHEREAS the power to enforce said restrictions, covenants, conditions, reservations, easements, liens and charges is to reside in Highland Estates Homeowners Association, Inc. its successors and assigns a nonprofit corporation organized under the laws of the State of Oregon; now, therefore,

DECLARANTS HEREBY DECLARE that the above described property is and shall be held and conveyed upon and subject to the restrictions, covenants, conditions, reservations, easements, liens and charges hereinafter set forth. No property other than that described above shall be deemed subject to this Declaration unless specifically made subject thereto. Declarants, or their successors or assigns, may from time to time subject additional real property owned by them, contiguous to any of the said property above described, to the restrictions, covenants, conditions, reservations, easements, liens, and charges herein set forth by appropriate reference thereto.

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ARTICLE I

General Purpose of Conditions

The said property is being subjected by this Declaration to the restrictions, covenants, conditions, reservations, easements, liens and charges hereby declared to insure the appropriate development of each building site thereof; to protect the owners of building sites against such improper use of, or any construction upon, surrounding building sites as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of said property; to insure the best development of said property; to secure and maintain proper setbacks from roads and adequate free spaces between structures; and in general to provide for quality of improvement of said property, and thereby to enhance the values of investments made by purchasers of lots thereon.

ARTICLE II

Covenants and Restrictions

1) Land Use
   a) All lots, tracts and parcels of the said property shall be used only as herein set forth and zoned, and such designated usage can be changed only by the approval of the Board of Highland Estates Homeowners Association, Inc. as provided in the Articles of Incorporation and Bylaws of said corporation. All lots and blocks of the plat of Highland Estates shall be used only for single family residences.
   b) No lot(s) may be partitioned, subdivided or consolidated: nor shall any easement be created with the boundaries of Highland Estates except under conditions imposed by the Board of Directors who shall first be required to obtain an affirmative vote of a two thirds majority of members voting in person or by proxy at an Annual or Special Meeting, or by mail.

2. Architectural Control

a) No permanent structure or building shall be placed or erected or grading begun on any lot or parcel of the said property which does not conform to Lincoln County building regulations and the requirements of Highland Estates Homeowners Association, Inc.

b) All property development shall be designed, constructed and maintained with maximum regard to significant natural terrain features and topography, such as hillside areas; said development shall be done in a manner so as to:

i) Avoid substantial probabilities of

aa) accelerated erosion
ab) pollution, contamination or siltation of streams
ac) injury of wildlife habitats

ii) Minimize the removal of trees and other native vegetation that stabilize hillsides, retain moisture, reduce erosion, siltation and nutrient runoff and

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preserve the natural scenic character. Clearing, grading and other construction activities shall not aggravate or result in slope instability or surface sloughing.

c) No activity of any kind may be conducted which might endanger the stability of adjacent and/or neighboring properties, roads, or accesses. Prior to the excavation of slopes greater than 30 degrees, owner shall obtain a letter of opinion from a licensed geologist and furnish a copy of same to the Board of Directors.

d) No dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of one story open porches and garages, shall be less than 600 square feet.

e) The work of construction of all buildings and structures shall be pursued diligently and continuously from commencement to construction until exteriors of such building structures are completed and painted or otherwise suitably finished and within 24 months of commencement.

3. Variances

Any variance being considered whether it be in building size as defined in Section 2(d); or in setbacks, or in any other specified restriction, must first be presented to the Board of Directors or Highland Estates Homeowners Association, Inc. for their consideration and approval. It shall be the obligation of the Board of Directors to notify immediate neighbors in writing of the contemplated variance and of the date of the open board meeting when the matter will be discussed and voted upon.

4. Timber Cutting

It is the desire of the Association to preserve the natural beauty of our coastal area and the various ecosystems throughout Highland Estates to the greatest possible extent. The purpose of this section is to establish regulations, which set forth standards for the removal of trees in order to better control problems of soil erosion, and destruction of scenic values and wildlife habitats.

a) Notice Requirements

i) Timber cutting applicants will be required to post a bond with a commercial surety registered with the State of Oregon guaranteeing that all work will be performed suitably according to the plan.

ii.) The Board of Directors will approve timber cutting plans so long as such plan complies with following provisions:

aa) Timber cutting or removal within property setbacks shall be prohibited, except for the removal of diseased or hazardous trees, unless the Board of Directors has approved a variance as set forth in Section 3 above.

ab) In areas of widespread removal, disturbed areas must be revegetated with trees and/or non-invasive ground cover within one (1) year of removal or disturbance.

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ac) The logging of trees on any parcel will be limited to the extent that 50% of the parcel remains forested. On parcels which are less than 50% forested, logging will be prohibited except as necessary for building sites, fire prevention barriers, and the removal of diseased or hazardous trees.

5. Hunting and Shooting

Discharging of firearms shall be prohibited.

6. Setbacks

a) No dwelling shall be erected on any lot neither within 30 feet of the front lot line of said lot, nor within 15 feet to any side lot line thereof. All other buildings shall be located at the rear of the dwelling, and in no case within 60 feet of the front lot line or with 25 feet of the rear lot line. No fence shall be constructed in such a manner as to obstruct vision for automobile traffic, road maintenance or brush removal.

b) All building setbacks and fences must conform to the applicable requirements for the zone in which the property is located, according to Highland Estates and Lincoln County Zoning Ordinance as it now exists or as may be amended from time to time. Any variance to this covenant requirement relating to building setbacks and fences shall be considered and decided in the manner provided in Section 3 above. A variance may be granted if it is shown that the variance requested is minimum variance necessary to alleviate the owner's hardship, that this necessity for a variance arises from extraordinary circumstances relating to the condition of the lot, i.e. topography, and the variance will not unreasonably adversely impact surrounding properties or the neighborhood characteristics of Highland Estates.

7. Cuts and Fills and Utility, Sewage, Road And Drainage Easements

The right is reserved to construct and maintain public utilities on the roads of the plat either above or below ground and to make all necessary slopes for cuts or fills upon the lots shown on the plat in the original grading of said roads, together with the right to drain the roads over or across any lot or lots where water may take a natural course; and declarants further reserves a perpetual easement five (5) feet in width and parallel to each rear and side lot line, under, over and across each lot for the purpose of placing, laying, erecting, constructing, maintaining and operating, or of authorizing the placement, laying, erection, construction, maintenance and operation of utilities. Such easements shall include the right to remove trees, limbs, shrubs, undergrowth, sod, earth, or other growth or obstructions that may endanger and/or interfere with such utilities, or with sight clearance or with the maintenance of roads and ditches.

8. Nuisances

a) General Restrictions

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No noxious or offensive activity shall be carried on or allowed upon any of the said property, which may create offensive noises or odors; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

b) Business Activities

Home occupations are allowed provided the residential character of the property is maintained. Such business activities are permitted on the condition that:

i) They are not regularly open to the public at large; and clients, patrons, customers or other persons not residing on the premises shall not be attracted to visit the premises frequently or in large numbers in connection with such home occupations;

ii) The exterior appearance of the dwelling is not altered, and that the activities are of a nature that the same shall not cause noxious or offensive noises or odors or constitute a nuisance in any way.

9. Refuse

No property shall be used or maintained as a dumping ground for rubbish, refuse or garbage. Garbage or other waste shall not be kept excepting in sanitary containers. All incinerators or other equipment for the disposal or storage of such matter shall be kept in a clean and sanitary condition, and all incinerators shall be approved before installation or use by the local Fire Department. Each member and resident is responsible for the arrangement of a disposal service for his own refuse.

10. Signs and Parking

a) No commercial signs, placards, displays or notices of any type or kind, with the exception of garage sale signs, are to be located upon the property other than to identify the owner and the postal address of such property, or to advertise that the property is for sale or for rent. No sign of any kind shall have an area in excess of five (5) square feet.

b) Long term parking shall be prohibited within public rights of way. Short term parking shall be allowed only in areas where there remains safe access around the parked vehicles, and where sight clearance is not a safety factor.

11. Livestock

No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said property in a manner that is offensive to neighboring properties. Dogs, cats and other household pets may be kept provided that the keeping of such pets(s) does not create offensive noises or odors, and that Lincoln County leash ordinances are observed.

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12. Limitation on Type of Structures

No structure of a temporary character, basement, tent, shack, garage, trailers, or any other out building or vehicle shall be used on any lot at any time as a permanent or seasonal residence or dwelling except under a temporary written permit which may be granted, upon specific time limitations of such use, in the discretion of the Board of Directors of Highland Estates Homeowners Association, Inc. No single wide mobile home shall be permitted for permanent use. Double wide manufactured homes not more than 10 years of age at time of placement shall be allowed. All temporary or seasonal structures described herein shall be visually screened from any public road and shall be subject to the setback restrictions set forth in Section 6 (a) above.

13. Sanitation Systems

All septic tank installations and maintenance shall comply with applicable Lincoln County sanitation codes.

14. Lease or Rent

Property owners who rent or lease shall be required to inform tenants of these covenants and restrictions and shall be responsible for tenant's compliance with same where applicable. The requirements contained these covenants shall take precedence over private rental or lease agreements. The Board of Directors shall reserve the right to require an owner to remove any tenant who repeatedly fails to comply with requirements of the Highland Estates Homeowner's Association. All notices, where required by these declarations, shall be given to the owner of such property at the address given by the owner to the secretary of the corporation. It shall be the responsibility of the owners to notify tenants, if any, of any non-compliance or eviction.

15. Existing Structures: Grandfathered Rights

Any existing structures which do not comply with the requirements of these conditions, Covenants and Restrictions as of the date of recording may remain and be maintained, but may not be replaced or rebuilt in the case of fire of other casualty exceeding 50% of the value of such structure.

ARTICLE III

Highland Estates Homeowners Association, Inc.

1. Membership

The owner(s) of each lot of said property shall be a member of Highland Estates Homeowners Association, Inc. Each member shall be entitled to one vote for each lot owner by or held under contract of sale to him or her, but no more than one vote per lot shall be cast regardless of the number of owners thereof. In the event that more than one vote per lot is cast, the secretary of the corporation shall note fact and shall not count any of the votes cast by the owners of such lot or lots.

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2. Assessments

For the purpose of financing the maintenance of public roads, to include easements, drainage ditches and culverts, lighting and public mailboxes, and administrative activities of the corporation, assessment shall be levied.

a) Annual Assessments

It is hereby declared that each lot within the jurisdiction of the corporation shall be charged an annual fee of $175, which shall be the Annual Assessment. The Board of Directors shall recommend any change in the Annual Assessment. Such change shall be subject of approval by a majority of the voting members present in person or by proxy at the Annual Meeting preceding the calendar year in which the change is to take effect. No later than January 15th following the Annual Meeting at which the Assessment has been fixed, the Treasurer shall cause a statement of Annual Assessment to be mailed to each member at his address of record with the Secretary. The Annual Assessment shall be due and payable on or before the 15th day of February.

b) Special Assessments

The Board of Directors may also recommend that Special Assessments be levied from time to time. Such assessments shall be subject to approval by a majority of members voting in person or by proxy at an Annual or Special Meeting, or by mail. Any such assessment shall be billed within one month following member approval and shall be due within 30 days of billing.

c) Penalties

All Annual and Special Assessments not paid by the due date shall thereafter be delinquent and, following a written notice and a 15 day grace period, be subject to a late fee of not less than $35 or as amended by vote of members at the Annual Meeting. All balances, including penalties; remaining unpaid at fiscal yearend (July 31) shall bear interest at the rate of 12 per cent per annum compounded annually.

d) Liens

Upon becoming delinquent, such assessments shall constitute a lien upon the lot or lots against which they have been levied. The corporation shall mail property owner a notification of intent to lien; owner shall have 30 days to respond. Should owner fail to satisfy the debt, the corporation shall file a statement of charges, to include penalties and filing fees, in the office of the County Clerk of Lincoln County, Oregon. A lien created under this Section is prior to a homestead exemption and all of the liens and encumbrances on a lot, except a first mortgage or a trust deed of record, a lien for real estate taxes and other governmental assessments or charges, and liens and encumbrances recorded before the recordation of this 1999 amended declaration. A release of said lien shall be filed by the corporation upon payment in full of said assessments, interest and fees. Said lien may be enforced by the corporation as may any lien upon real property under the law; and if said lien is foreclosed, the lot owner shall be liable for the costs and disbursements and fees shall be secured by such lien. Owners shall have personal liability for assessments. Persons becoming owners after the levy of assessments, whether by accepting a deed to or by executing a contract to purchase a lot to which unpaid assessments are allocated,

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shall become personally obligated to pay such assessments, including any interest accrued thereon, and shall be subject to the enforcement provisions of this Section.

3. Owner Road Maintenance

Owner shall be required to create and maintain culverts along road frontages bounding owner's property. Any activity by owner, or on behalf of owner, which causes abnormal damage to, or obstruction of, roads in Highland Estates shall be the owner's responsibility to remedy. Property owners shall remove fallen or hazardous trees, which cause or may cause obstruction of traffic or disruption of utility services. Should an owner be unavailable, or fail to act following a period or reasonable notice, The Association shall have the right to take remedial action at the expense of the owner. The Association may thereafter sue for reimbursement, inclusive of costs and attorney fees, or add the expense to the owner's balance for annual assessments, or both.

ARTICLE IV

Definitions

1. **"Said Property"** shall mean all the land encompassed within the plat of Highland Estates, Lincoln County, Oregon.

2. **"Declarants"** shall mean those declarants signatory to this Declaration and their heirs, assigns, and successors interest so that it shall be clearly understood that such rights, privileges, and options as are given herein reserved to or established for the declarants are subject to assignment and transfer by them to the extent of their individual interest therein, and are in no way to be deemed personal to them alone or terminable by their demise or by such transfer or assignment.

3. **"Board" or "Board of Directors"** shall mean the Board of Directors of Highland Estates Homeowner's Association, Inc.

4. **"Association"** shall mean the Highland Estates Homeowner's Association, Inc.

ARTICLE V

General Provisions

1. Term

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them for a period of 25 years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners

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of lots within the said property has been recorded, agreeing to extinguish or change said covenants and restrictions in whole or in part.

2. Inspection

The Board of Directors of Highland Estates are hereby authorized to inspect any buildings under construction, timber or vegetation removal, or excavation activities suspected to be in violation of these covenants and restrictions for the purpose of aiding in the enforcement of same. The Board of Directors will notify property owner and send letter of explanation 7 days prior to inspection.

3. Enforcement

The Board of Directors is hereby charged with the authority and obligation for the enforcement of the terms of this Declaration. Enforcement may be by proceedings in equity or at Law against any person or persons violating or attempting or threatening to violate any of the covenants or restrictions hereof, either to restrain such violation or to recover damages. In the event that the board of Directors fails to take appropriate action for the enforcement of the covenants and restrictions hereof within a reasonable time after a violation or threatened or attempted violation is brought to its attention in writing, any person or persons then owning lots within said property may take such steps in law or in equity as may be necessary for such enforcement. Any damages recovered in such enforcement proceedings shall insure to the benefit of the person or persons damaged by the violation involved. The party prevailing in any such enforcement proceeding whether in law or inequity shall have from his opponent such attorneys' fees as the court may deem reasonable, whether at trial or on appeal.

4. Severability

Invalidation of any one of these covenants and restrictions or any part thereof by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

5. Insertion in Deeds

All owners, their heirs, assigns, and successors interest hereby agree to inform any prospective purchaser or lessee of any of the said property of the existence of this Declaration and the covenants and restrictions herein contained; and further agree that in every deed or lease of said property or any portion thereof a clause reasonably identical to the following shall be inserted: "This real property is subject to the terms and conditions of a Declaration of Covenants and Restrictions dated 9/17/1999 and recorded upon the records of deeds of Lincoln County, Oregon."

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Certifications:

Non-Supplanting of Funds Certification
Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. We acknowledge and certify that any CDBG-DR funds awarded shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant. We acknowledge and understand that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under CDBG-DR, and civil and/or criminal penalties. ☒ Yes ☐ No
By: Susan Comberg Signature: Susan M Date: 6-19-2024

FEMA PA or U.S. Army Corps of Engineers Funding	
Per the FR Notice (87 FR 31636): "To comply with the statutory requirement in the Appropriations Act, grantees shall not use CDBG–DR funds for activities reimbursable by or for which funds are made available by the Federal Emergency Management Agency (FEMA) or the U.S. Army Corps of Engineers (USACE). Grantees must verify whether FEMA or USACE funds are available prior to awarding CDBG– DR funds to specific activities or beneficiaries. Grantees may use CDBG–DR funds as the non-Federal match."	
Please describe why the project was not eligible for FEMA PA or US. Army funding or why the project sponsor did not apply for such funding.	Explanation Statement: Please see Attached
By: Susan Comberg Signature: Susan M	Date: 6-19-2024

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DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, PORTLAND DISTRICT
PO BOX 2946
PORTLAND, OR 97208-2946

14 June 2024

Highland Estates Homeowners Association
PO Box 113
Neotsu, Oregon 97364

To Whom it May Concern:

This letter is in response to a Congressional inquiry from, Congresswoman Val Hoyle OR-04, on behalf of, Highland Estates Homeowners Association in Neotsu, Oregon. To summarize the request:

After the 2020 Orgon Wildfires, Highland applied for funding to repair the paved roads through the Planning, Infrastructure, and Economic Revitalization (PIER) Program in Lincoln County. Application was made in November 2023 and approved by Lincoln County in March 2024. That application is now being reviewed by Oregon Housing and Community Services. One question that arose from the application was, were USACE funds available for this action.

The direct answer is no. No USACE funds were used in the State of Oregon to include Lincoln County for road repairs related to debris removal from the 2020 Wildfires in Lincoln County.

If there are any additional questions, please contact the undersigned at laura.l.hicks@usace.army.mil, or at 503-808-4760.

Sincerely,

HICKS.LAURA.LYNN.1230404611 Digitally signed by HICKS.LAURA.LYNN.1230404611 Date: 2024.06.14 10:09:20 -07'00'

Laura Hicks
Project Manager
USACE Portland District

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HEHA National Objectives: LMI or Urgent Need

To be eligible for CDBG-DR funding, HUD requires each project activity to be an eligible project (road construction) AND meet a national objective. There are two national objectives that can meet this requirement: assisting Low-to-Moderate Income (LMI) households OR meeting an Urgent Need. (See Section 5.2.1.2 Program's National Objective(s) OHCS CDBG Action Plan)

As defined by HUD, LMI households earn a gross household income of under 80 percent of Area Median Income (AMI), adjusted for family size.

The OHCS CDBG Action Plan details an LMI Analysis for Federally Declared Disaster Areas in Lincoln County on page 71.

We would submit that projects located in Otis Oregon do indeed meet the objective of benefiting LMI persons or households. This information was provided in our initial application:

> While demographic statistics are not available on areas smaller than a specific zip code, the following information is available for Otis 97368.
>
> - Average Household Income: $66,477
> - Median Household Income $55,027
> - People below Poverty Level 23.1%
> - People above Poverty Level 1.5%
>
> Oregon's median household income reached $81,149 in 2021. Lincoln County median household income reached $76,000 in 2023.

If this information is not sufficient, HEHA would welcome the OHCS assistance you proposed in conducting an income survey.

In the alternative, we would argue that this project meets the objective of addressing an urgent need.

In our initial application, we wrote:

> We have an urgent need to repair the dilapidated roads. As a result of the 2020 Wildfire and wildfire recovery efforts, the roads pose ongoing unsafe driving conditions. Continued usage by heavy trucks and equipment (being still used to clear debris and rebuild homes) will just make the unsafe driving conditions worse. We believe damaged road infrastructure continues deteriorating at a fast pace.

OHCS replied, "Insufficient Response. HEHA also did not tie the project to the unmet needs assessment in the Action Plan.

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Each infrastructure, economic revitalization, and planning activity must clearly have a tie to revitalizing disaster impacted communities (CDBG Action Plan Section 5.2.1.1).

The Action Plan acknowledges that "Many roads suffered further damage from unusually-high usage by heavy equipment during clean-up, debris removal and hazard debris removal phases of recovery." (Section 2.3.1.1 Roads and Bridges page 78)

This notation precisely describes the circumstances in Highland Estates where local roads had been paved over the course of 20 years by the homeowner's association relying on dues and assessments. During the months following the Labor Day fires, heavy equipment was used to remove debris, test and remove hazard debris, cut and remove 1000 large trees, deliver gravel to homesites, and finally to deliver manufactured homes or homebuilding supplies and equipment. This was a daily occurrence over the course of 12 months. Local roads in the area were never designed for this kind of regular, frequent, and heavy traffic. As a result, Association roads were severely compromised.

Because the fires were four years ago, and the HEHA application for road restoration funding was submitted to OHCS seven months ago, it might seem disingenuous to describe this situation as "urgent". But the situation is, in fact, urgent.

Damaged roads continue to deteriorate and traffic safety is a growing and serious concern. Compromised portions of the roadway are failing at an increased rate. HEHA resources for spot repairs are exhausted.

Moreover, the diminished condition of a once beneficial resource has reduced local property values, made it more difficult for still-missing homes to be replaced, and similarly, made it more difficult for owners to sell local property.

The Echo Mountain Complex fires consumed one-third of the homes in this community. Half of those homes have not yet been replaced. Nearly all of the properties were affected by the fires, losing wells, septic, and vegetation. As the hillside at long last begins to green again, the broken road is a constant and traumatic reminder of how the neighborhood and our residents have suffered.

The Action Plan, at page 16, states "Many impacted survivors have been unable to start or complete their recovery due to funding barriers, mental and physical health challenges, language barriers and insufficient resources." We submit that repairing damaged roads improve community safety and contribute to emotional and economic recovery. (See Section 2.2 Housing Unmet Needs)

Section 5.2.1.1 of the Action Plan states:

> *Each infrastructure, economic revitalization, and planning activity must clearly have a tie to revitalizing disaster impacted communities by directly or indirectly supporting:*

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1. *New housing and/or replacement of damaged housing, and/or*
2. *The mitigation of loss of life or property in the face of current and future natural hazards.*

As indicated above, a safe and usable road does directly contribute to the construction of new or replacement housing.

Moreover, Highland is a one-road in and one-road out community. A safe and usable road will allow the community as a whole to respond to future hazards. Local roads have been an important access point for the repair of the neighborhood and other neighborhoods affected by the wildfire in the aftermath of that disaster. Those roads are also a critical access point for emergency vehicles to reach public and private forest lands adjacent to Highland Estates as well as an emergency radio repeater maintained by the North Lincoln Fire District and a commercial cellular tower.

Repairing these roads are important for disaster mitigation beyond the immediate neighborhood even though they are a locally maintained thoroughfare. The repair to the road has a benefit to the County because it has been used for disaster response and the repair is necessary to help mitigate the "*loss of life or property in the face of current and future natural hazards".*

There are other aspects of the Action Plan that relate to our support the HEHA request:

- "Many local government officials and nonprofit leaders in MID areas have reported that they do not have the capacity or resources to support the effort necessary to address the many remaining overwhelming needs". (2.3.1.5 Local Capacity Challenges for Navigating Post-Fire Complexities, page 80)
- "Indispensable services are those that enable continuous operation of critical business and government functions and/or are critical to human health and safety and economic security". 2.5.3.9 Indispensable Services, page 119)
- "Improvements to damaged roads and a need for a new, more urban infrastructure are issues in Marion and Lincoln counties, in particular". (Transportation investments, page 126)
- "Ensure that, as families and communities rebuild, they can incorporate lessons from the 2020 Wildfires and strengthen their ability to withstand future natural disasters with minimal disruption". (**Goal 4: Build community and family resilience,** page 63)
- "The recommendations that are key to recovery and rebuilding are as follows: Bolster community support and workforce development so that communities are the authors of their own recovery". (page 64)

The Action Plan further states on page 15, "In addition, the Oregon Disaster Housing Recovery Action Plan, published in June 2021, outlined housing goals and recovery strategies for the State". The Action Plan pulls substantially from the ODHRCA documents.

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Much of the detail in the ODHRCA relates to recovery in areas like Highland Estates:

- More than half of the housing lost in Highland Estates were manufactured homes. (223 Manufactured and 65 others in Echo Mountain) More than half of the homes not yet replaced are manufactured homes. Properties that were not lost to the fire often lost water or wastewater systems. The Oregon Disaster Housing Recovery Action Plan specifically calls out challenges for manufactured housing, water and sewer and suggests support. (ORHRAP page 10)

- HEHA is in unincorporated Lincoln County. The Oregon Disaster Housing Recovery Action Plan specifically calls out challenges for rural housing. (ORHRAP page 11-12)

- The Oregon Disaster Housing Recovery Action Plan seeks to ensure that as families and communities rebuild, they can incorporate lessons from the 2020 wildfires, and strengthen their ability withstand future natural disasters with minimal disruption. (ORHRAP page 45)

In conclusion, HEHA argues that their project directly and substantially reflects the unmet needs assessment in the Action Plan.

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Detailed Budget

OHCS has requested a budget that includes the total cost for this project including engineering and a detailed construction budget. Costs must be based on a current estimate from an engineer or other reliable source that can provide accurate estimates of road construction costs.

Field Engineering was engaged by Lincoln County to complete the Echo Mountain Complex Fire Road and Drainage Study (FE Project Number 197.21). This study specifically examined the condition and cost to bring paved portions of Highland Road, Viewcrest Street, Highland View Lane, and Ridgecrest Court back to pre-fire conditions.

The full Field study was provided to OHCS with our application on December 1, 2023.

The study was completed in January of 2023 – less than a year from the time HEHA submitted the PIER application. The report says in the introduction:

> "Since the fire, extensive local, state, and federal efforts have been made to clean up the remaining debris and replace or rebuild the homes lost in the fire. Heavy equipment was brought in to remove concrete foundations, scrap metal from sheds, and mobile homes, and burnt cars and trucks. As a result of the cleanup, the public roads serving Otis have been damaged by heavy construction equipment. The rock wearing surface in the gravel roads has been ground to fines and asphalt surfaces cracked and damaged; while many of the road side ditches have been obscured by the cleanup efforts of contractors removing debris from the affected properties. With winter rain, the roads have become pot holed and rough. In addition, storm water scoured ruts have further degraded the public road network."

"The intent of this work is to quantify the effort needed to re-establish the public roads and corresponding roadside ditches." "The roadways in question were not originally designed or built to any engineering standard. It is not the intent of this work to bring them up to any current roadway design standard, only to repair the public road network to a pre-disaster level of service". (page 4)

Project Cost Summary, detailed on page 196, indicates the following costs for paved roads in Highland:

MOB/DMOB	$45,200
Traffic Control	$18,000
Ditch Reconditioning	$5,400
Grading	$14,000
Compaction	$21,000

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Base Course Rock	$16,940
Pothole Repair	$14,250
Channel Rutting Repair	$11,250
Hauling and Disposal	$11,500
AC Repair Patch and/or Overlay	$333,375
Brush Clearing and Widening	$4,125
Total	$495,000

The study then adds a 10% contingency for a revised **total of $544,000.**

Engineering costs, and construction management will be provided by the contractor selected for this project. Additionally, the original application under "CDBG-DR PIER Infrastructure Program Project Budget", page 18, includes a line item for Construction Management for $50,000.

We cannot secure bids without an application approval. Because the Field report and cost estimates are now 19 months old, and because the ability to secure a contractor for the work window in 2024 has now been lost, HEHA has made estimates for expected inflationary cost increases.

ODOT released an educational video to the public stating that Asphalt prices have gone up 39% since 2019. By the time we expect to be able to actually "start" this project, it could realistically be 2 – 3 years after the Field Engineering estimated costs were reported.

Therefore, HEHA Has projected $700,000 for construction, $10,000 for brush clearing, and $50,000 for management.

Requested funds will be used to supplement existing funds for program activities and will not replace those funds that have been appropriated for the same purpose. Almost all of our "dues" income funds are currently earmarked for road projects not related to this application. We are also required to maintain an emergency contingency fund that will not be used for project.

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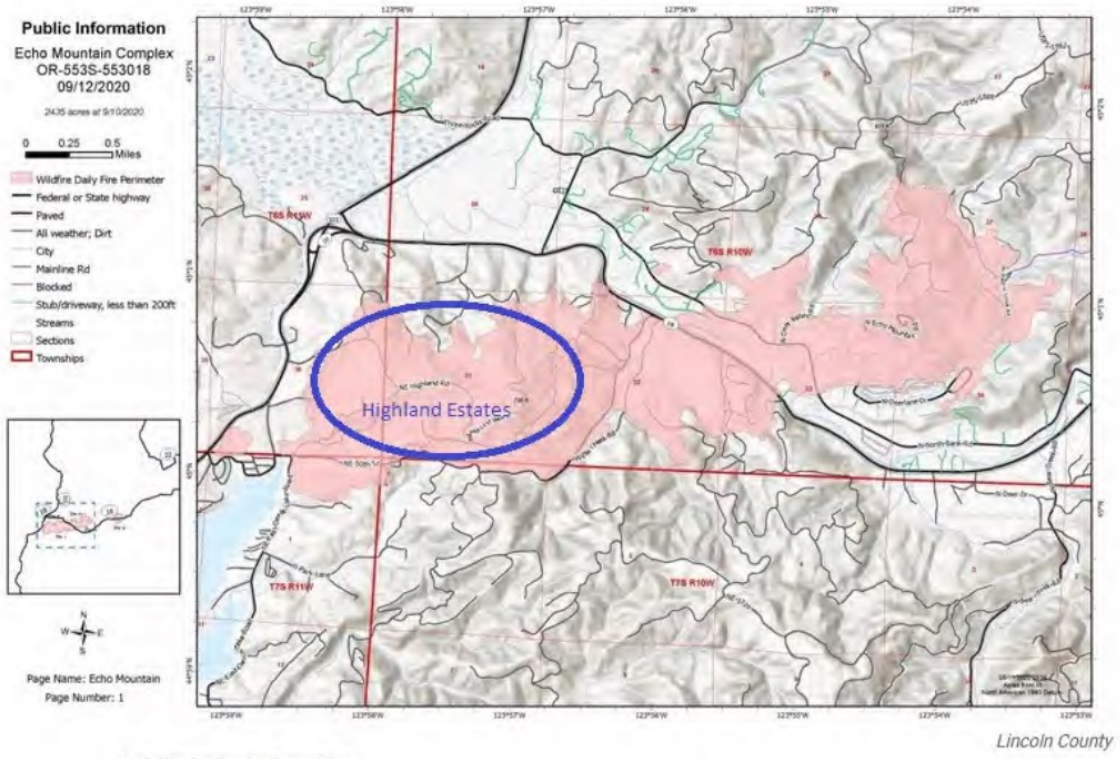

Highland Estates Burn Scar

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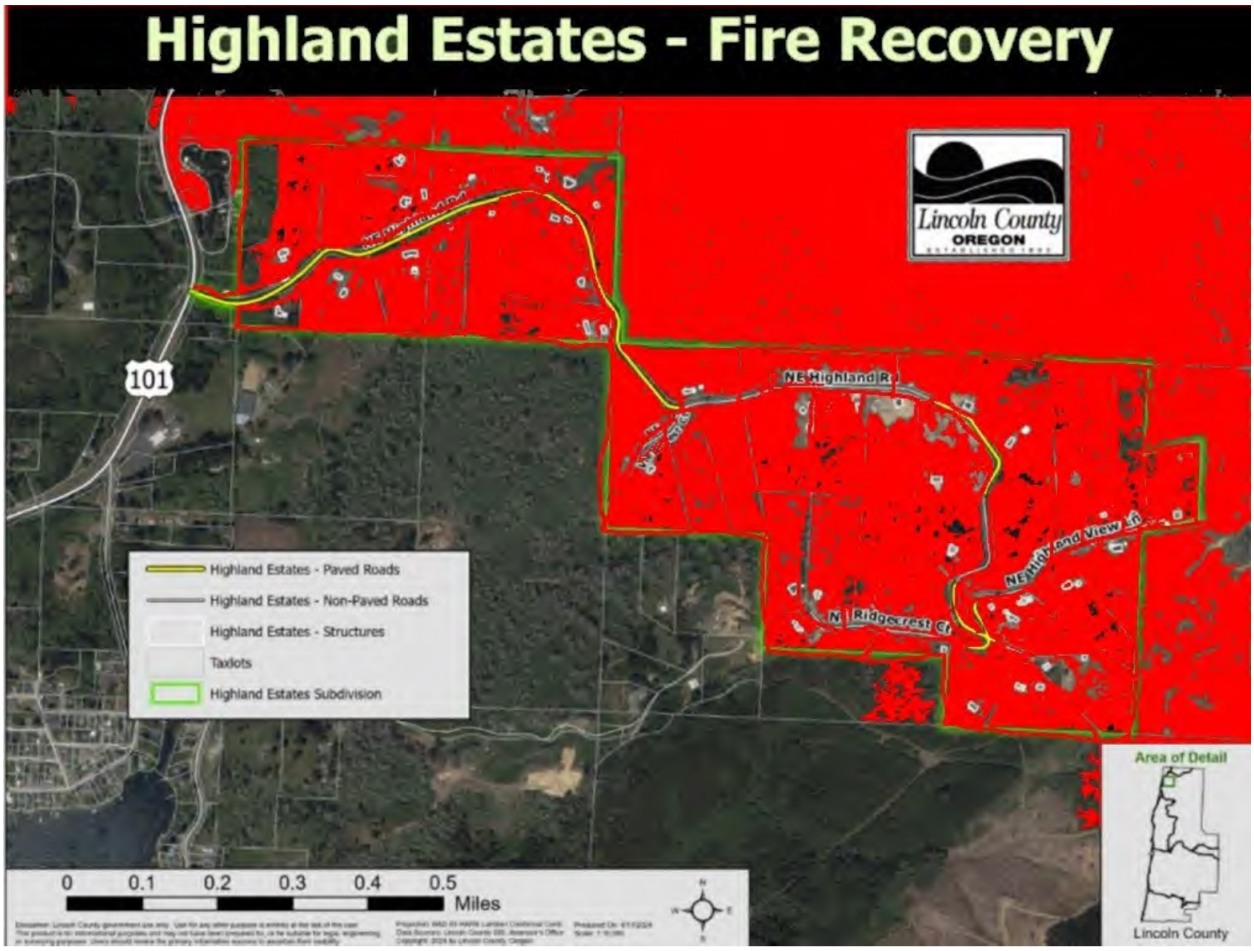

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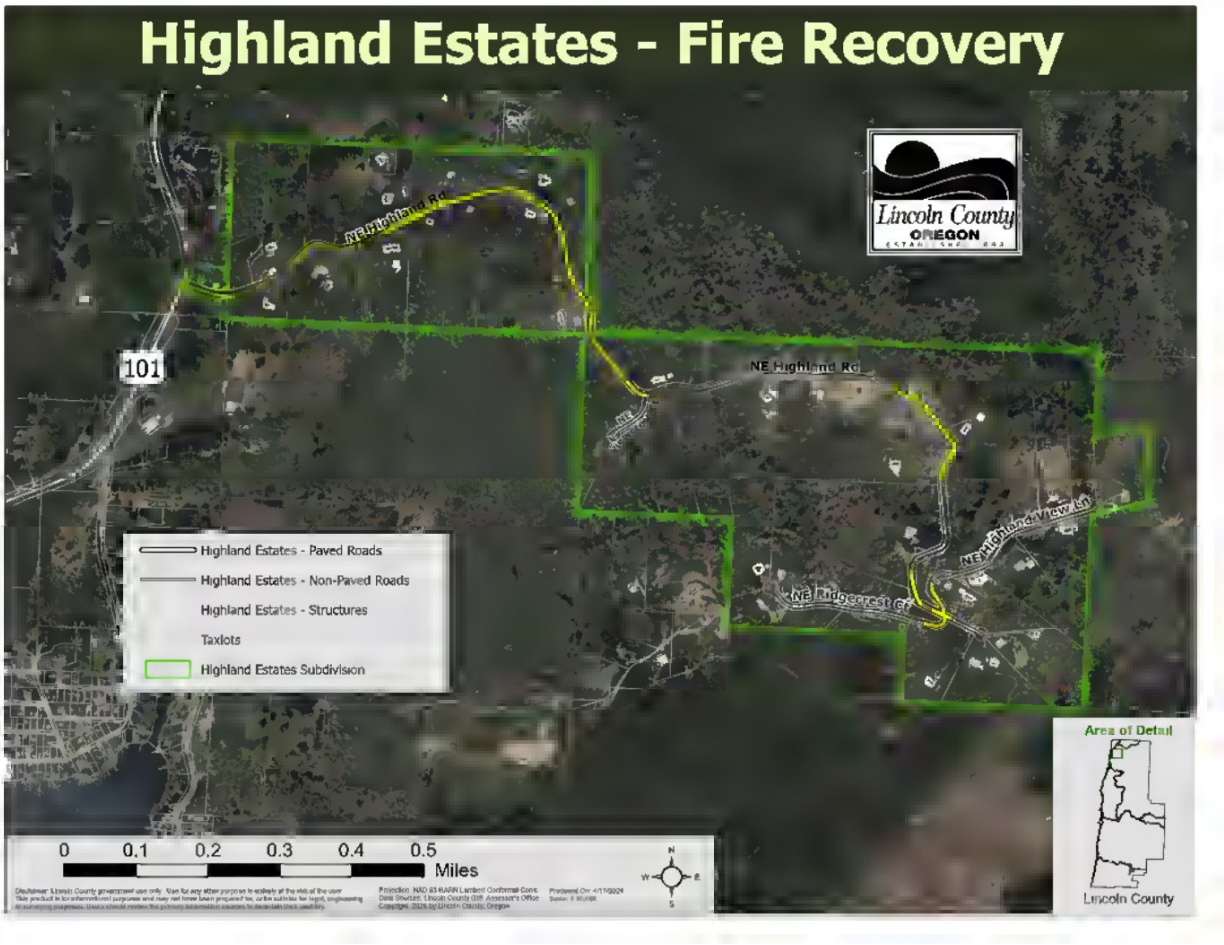

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Maintenance Agreement

We are in receipt of your letter of June 26 and your third Request for Information (RFI3).

You requested:

1. Maintenance schedule for the past 5 to 10 years
2. Financial documentation or contracts that verify that the maintenance schedule was followed.
3. Other evidence that will assist OHCS determine that ongoing maintenance has occurred on the project roads over time.

We previously submitted a copy of our CC&Rs which document a contract between the Association and residents that roads will be maintained and that dues or assessments will be collected to accomplish that.

> "Declaration of Covenants and Restrictions being for the purpose of maintaining all public roads and rights of way within the plat of Highland Estates"

We believe this contract is sufficient to demonstrate an ongoing commitment to maintain roads. As a partial response to additional questions in RFI3, we note the following:

- Paved roads do not require regular or scheduled "maintenance". Rather, roads are inspected frequently and problems addressed.
- The scheduling of roadwork in Lincoln County is difficult with only a few licensed firms available for such work. Larger scale projects are often secured more than a year in advance rather than "regularly".
- Smaller scale projects are completed by volunteers. That includes filling potholes and clearing culverts. The work of volunteers is not detailed in financial documents.
- Similarly, the maintenance of roadside vegetation is the responsibility of individual homeowners. If such work is not completed by owners, the Association will arrange for such maintenances and bill the owners. (See June 2024 newsletter, attached.)

All of that said, more than 90% of HEHA revenues are applied to road maintenance and improvements. As documentation, we have attached recent annual financial reports for 2015-2023 provided to members at our annual membership meetings. Please note that the 2020 meeting was delayed from July because of COVID and then cancelled in September because we were evacuated.

***

We understand that OHCS is concerned that the current state of Highland Roads is the result of deferred maintenance and not fire recovery.

We again reference the Field Engineering Study:

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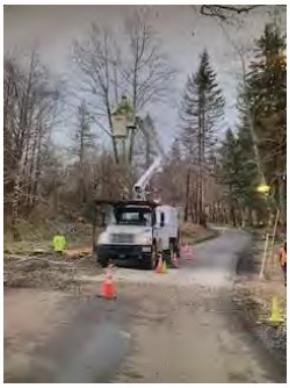
> "The intent of this work is to quantify the effort needed to re-establish the public roads and corresponding roadside ditches." "The roadways in question were not originally designed or built to any engineering standard. It is not the intent of this work to bring them up to any current roadway design standard, only to repair the public road network to a pre-disaster level of service". (page 4)

The Action Plan similarly acknowledges that "Many roads suffered further damage from unusually-high usage by heavy equipment during clean-up, debris removal and hazard debris removal phases of recovery." (Section 2.3.1.1 Roads and Bridges page 78)

During the months following the Labor Day fires, heavy equipment was used to remove debris, test and remove hazard debris, cut and remove 1000 large trees, deliver gravel to homesites, and finally to deliver manufactured homes or homebuilding supplies and equipment. This was a daily occurrence over the course of 12 months. Local roads in the area were never designed for this kind of regular, frequent, and heavy traffic. As a result, Association roads were severely compromised.



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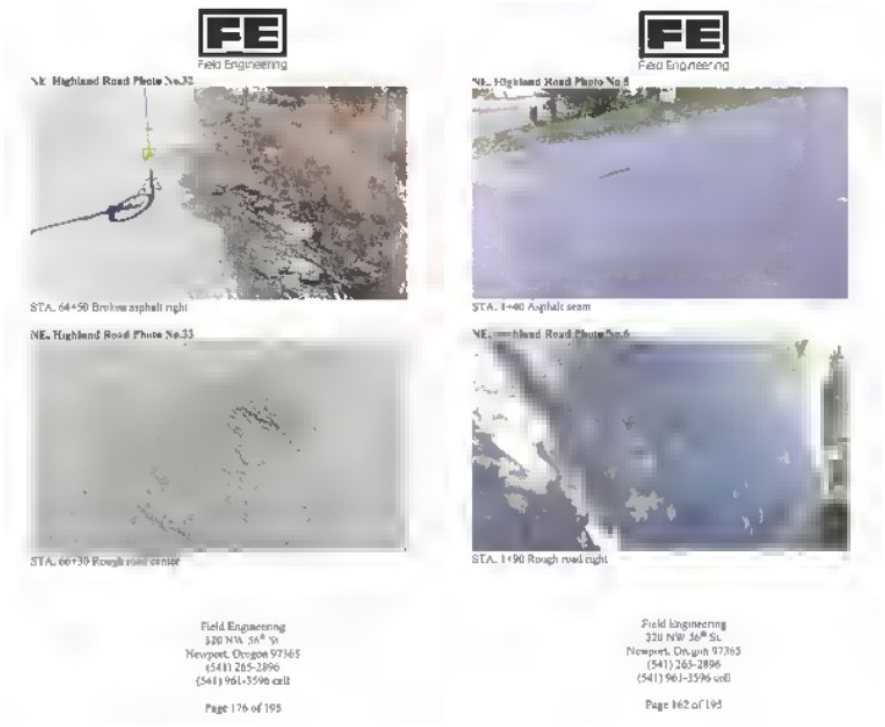
The Field report documents in detail road conditions resulting from fire recovery and not from deferred maintenance. This damage has compromised road integrity and will therefore result in further deterioration over time.



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We will attach a video illustrating some of the construction work on Highland Road following the Echo Mountain Fires. The photos below show the main roadway five months after the fire and today.

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Procurement

On June 6, as part of your second Request for Information (RFI2), OHCS asked:

> Please describe how HEHA will manage the sealed bidding requirements of 2 CFR 200.320(b)(1). Also, please elaborate on all the procurement that will be needed for the project.

HEHA is aware of the state and federal requirements for procurement, sealed bidding, and payment of prevailing wage. We reference Procurement Standards detailed at 2 CFR 200.320(b)(1) as well as the Lincoln County Procurement Manual which can be provided if needed.

We understand that when PIER grants are awarded that OHCS and/or Lincoln County will designate a fiscal agent to administer funds and the project. That agent will be responsible for applying procurement standards.

If a fiscal agent is not appointed, HEHA will contract with Civil West Engineering Services, Inc. of Newport, Oregon. Civil West is well familiar with public roadway projects. See *www.civilwest.com*.

Finally, if OHCS advises that a sealed competitive bid is necessary for engineering and procurement services, we will complete that process.

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Urgent Need National Objective

On June 26, as part of your third Request for Information (RFI3), OHCS asked:

> To bolster the urgent nature of the project and that the current state of the roads poses a threat to the welfare of the larger community:
> 1. Provide a map with the location of the emergency radio repeater and the cellular tower.
> 2. Confirm that the emergency radio repeater is active and was used in recent disasters
> 3. Confirm that the project roads are the only way to get to the emergency radio repeater and the cellular tower.

The emergency radio repeater and the cellular tower in question were built more than 25 years ago and continue to support all of northern Lincoln County. They are located at the end of Highland View Lane and are shown in red on the map below.

As previously noted, Highland Road and Highland View are one-way in and one-way out. No other roads service these towers and there are in fact, no other roads within one mile of this site.

The emergency repeater is operated and maintained by the Lincoln County Sheriff and North Lincoln County Fire and Rescue District.

It is our understanding that the repeater was active and was used before, during, and since recent disasters- with the exception of a time when the fire reached the structure and interrupted service. Repairs have since been completed.

We will submit letters from NLFRD and the Sheriff to document this.

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Lincoln County Sheriff's Office

Sheriff Curtis L. Landers

June 28, 2024

RE: Highland Estates tower site

To Whom it May Concern:

This letter is to provide confirmation of the Highland Estates tower site located at the end of Highland View Lane as it relates to emergency communications in Lincoln County.

The Highland Estates tower site is an active public safety communications site currently utilized by the Lincoln County Sheriff's Office, North Lincoln Fire and Rescue, and Pacific West Ambulance. The Sheriff's Office oversees the public safety communications system within Lincoln County.

The Highland Estates tower site is a critical component to our public safety communications system and has been relied upon for emergency communications during recent emergencies and during routine public safety needs. The only access to this site is via Highland Road and Highland View Lane. We need access to this location for routine maintenance and during possible unexpected outages 24/7.

We are currently updating components of this tower site, including adding a permanent backup generator system. Without this site, public safety communications would be severely hampered in our north Lincoln County areas including the communities of Otis and Rose Lodge.

If you have any questions, please feel free to contact me: clanders@co.lincoln.or.us or 541-265-0651.

Sincerely,

Curtis L. Landers, Sheriff

Administration
251 W. Olive Street
Newport, OR 97365
541-265-4277

Jail
251 W. Olive Street
Newport, OR 97365
541-265-4277

Patrol
225 W. Olive Street
Newport, OR 97365
541-265-4277

Support Services
225 W. Olive Street
Newport, OR 97365
541-265-4912

Animal Shelter
510 N.E Harney Street
Newport, OR 97365
541-265-6610

www.lincolncountysheriff.net

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North Lincoln Fire & Rescue District #1
PO Box 200, Lincoln City, OR 97367
541-996-2233 (Office) / 541-996-5344 (Fax)
Website: www.nlfr.org

June 29, 2024

Re: Letter of Support for Highland Estates Road recovery funding

To Whom it may Concern,

North Lincoln Fire and Rescue is in complete support for funding a road improvement project for NE Highland Road and NE Highland View Lane.

These roads are the only access to a vital communications site for our agency and for Lincoln County. The tower holds several microwave communication dishes, antenna, and a building housing essential radio equipment.

The radio system and on-site equipment currently and actively supports emergency dispatch and communications of our fire agency and links us directly into the county radio system for all the other fire agencies in Lincoln County. This site also houses communication equipment for the Lincoln County Sheriff's Office and the Lincoln County Road Department.

The equipment at the Highland tower site was vital during the Echo Mountain Fires in September of 2020 and our only emergency communications link for that area.

The roadways being utilized are not only needed for access to the communications site but access for utilities that power that equipment and the backup generators needed in case of power failures.

Thank you for allowing us to provide this information and supporting the project.

Rob Dahlman
Fire Chief

North Lincoln Fire & Rescue District #1 is committed to providing quality emergency services through the efforts of dedicated personnel.