

## RESOLUTION NO. 2025-52

A Resolution authorizing the approval of an Intergovernmental Agreement between the City of McMinnville and the Oregon Department of Transportation (ODOT) for ADA Curb Ramp Improvements along OR99W, OR18, and OR18 Frontage Road, Agreement No. 73000-00039034.

### RECITALS:

**Whereas**, the State of Oregon, acting by and through its Department of Transportation (ODOT), is undertaking a statewide program to improve curb ramps to meet the standards of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973; and

**Whereas**, the City of McMinnville and ODOT desire to enter into an Intergovernmental Agreement to establish responsibilities for the construction and long-term maintenance of curb ramp improvements within McMinnville city limits; and

**Whereas**, the project will improve ADA accessibility along OR99W, OR18, and OR18 Frontage Road, with ODOT responsible for all design, right-of-way acquisition, and construction activities; and

**Whereas**, the total estimated project cost is \$23,172,127.00, which will be financed entirely by ODOT at no direct construction cost to the City; and

**Whereas**, upon completion of the project, the City will assume responsibility for the maintenance of striping associated with the OR 99W Active Transportation Concept Plan within ODOT right-of-way, project improvements located within City right-of-way, as well as 100% of the power costs associated with rectangular rapid flashing beacons (RRFBs) and illumination constructed as part of the project.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMINNVILLE, OREGON, as follows:**

1. The City Manager is hereby authorized and directed to execute the Intergovernmental Agreement with ODOT, attached hereto as **Exhibit A**.
2. This resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 23rd day of September 2025 by the following votes:

Ayes: Cunningham, Tucholsky, Chenoweth, Geary, Peralta

Nays: \_\_\_\_\_

Approved this 23rd day of September 2025.



\_\_\_\_\_  
MAYOR

Approved as to form:

Attest:

Tyler C. Geoman-Millette  
City Attorney

Clavdia Coneros  
City Recorder

### EXHIBITS:

- A. ODOT Intergovernmental Agreement No. 73000-00039034 (ADA Curb Ramp Improvements)

**INTERGOVERNMENTAL AGREEMENT**  
**Americans with Disabilities Act Curb Ramp Project Agreement**  
OR99W/OR18 Curb Ramps (McMinnville)  
City of McMinnville

**THIS AGREEMENT** is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT" and "State;" and THE CITY OF MCMINNVILLE, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" and collectively as "Parties."

**RECITALS**

1. Pacific Highway West, Highway 91 (OR99W), Salmon River Highway, Highway 39 (OR18), and McMinnville Spur, Highway 483 (OR18 Frontage Road 483) are part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). Within the limits of the City of McMinnville; OR99W is known as NE Baker Street and NE Adams Street. 17<sup>th</sup> Street, 15<sup>th</sup> Street, 14<sup>th</sup> Street, 13<sup>th</sup> Street, 12<sup>th</sup> Street, 11<sup>th</sup> Street, 10<sup>th</sup> Street, 9<sup>th</sup> Street, 8<sup>th</sup> Street, 7<sup>th</sup> Street, 6<sup>th</sup> Street, 5<sup>th</sup> Street, 4<sup>th</sup> Street, 3<sup>rd</sup> Street, 2<sup>nd</sup> Street, 1<sup>st</sup> Street, Handley Street, SE Washington Street, SE Lincoln, SE Cowls, are part of the city street system under the jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statutes (ORS) [190.110](#), [366.572](#), and [366.576](#), State may enter into cooperative agreements with counties, cities, and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. State, by ORS 366.220, is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes. The Parties initially agree that by the authority granted by ORS 373.020, the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right of way as may be utilized by State for highway purposes. Responsibility for and jurisdiction over all other portions of a city street remains with Agency. The Parties further agree to amend this Agreement if the jurisdiction stated in this recital is altered or determined to be incorrect.
4. By the authority granted in ORS [810.080](#) State has the authority to establish marked pedestrian crosswalks on its highway facilities.
5. By the authority granted in ORS 810.200-[810.210](#), State is authorized to determine the character or type of traffic control devices to be used in the State of Oregon, and each road authority shall place, control, and maintain traffic control devices upon its own highways at places where the road authority deems necessary for the safe and

expeditious control of traffic; to carry out the provisions of the vehicle code or local traffic ordinances; or to regulate, warn, or guide traffic. If the project involves placement of a traffic control device on a state highway or state right of way, no traffic control devices shall be erected, maintained, or operated by any authority other than State, except with State's written approval. Notwithstanding the foregoing, all traffic signal work on this Project must conform to current State standards and specifications established under ORS 810.200.

6. Traffic control devices that are part of the Project will conform to current State standards and specifications, including but not limited to the Manual on Uniform Traffic Control Devices (MUTCD). Oregon Administrative Rules (OAR) Chapter 734, Division 55, governs the location, installation, and maintenance of signs, miscellaneous facilities, and miscellaneous operations on the state highway right of way.
7. In order for State to ensure that curb ramps along the state highway system are in compliance with the current standards of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together "ADA"), State intends to remediate or construct curb ramps. These ODOT projects require agreements with local public agencies throughout the state for construction of the curb ramp projects. This Agreement identifies the Parties' respective responsibilities related to construction and maintenance of these projects.
8. One or more existing marked crosswalks, pedestrian push-buttons, or rectangular rapid flashing beacons (RRFB) will be replaced, or location adjusted, according to project plans. All maintenance responsibilities for these elements remain as assigned under Agreement No. 20563, 22259, and 25558.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

## **TERMS OF AGREEMENT**

1. Under such authority, State and Agency agree that State shall design and construct ADA-compliant curb ramp improvements at various locations along OR99W from mile point 36.36 to 39.22, with the exception of the SE corner of 4<sup>th</sup> Street at Baker Street (OR99W), OR18 from mile point 46.41 to 47.41, and OR18 Frontage from mile point 46.26 to 47.20, hereinafter referred to as "Project." The Project includes ADA curb ramp construction and remediation to meet ADA standards. Construction and remediation may result in adjustments to traffic signals, RRFB's, drainage, curb lines, utilities, and other elements within the curb ramp improvement area. The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof. Additional maintenance responsibilities are identified in Exhibit B, attached hereto and by this reference made a part hereof.

2. The Project will be financed entirely by ODOT at an estimated cost of \$23,172,127.00. The estimate for the total Project cost is subject to change at ODOT's discretion.
3. This Agreement becomes effective on the date all required signatures are obtained (Effective Date) and shall remain in effect for the purpose of ongoing maintenance and power responsibilities for the useful life of the facilities constructed as part of the Project with the exception of General Provisions, Paragraph 1.c., which survives termination without limitation. The useful life is defined as twenty (20) calendar years from the date Second Notification is issued by State. The Project shall be completed within 3 calendar years following the Effective Date of this Agreement.
4. State is currently working on ADA curb ramp remediation within Agency limits along 99W. Agency wishes to design and construct curb ramp remediation on the SE corner of 4<sup>th</sup> Street and Baker Street that, at Agency's request, requires avoiding the removal of a large tree within Agency right of way. State and Agency shall enter into a separate agreement for the remediation of said intersection.
5. State and Agency agree to enter into a Memorandum of Understanding by which the Parties will work together to confirm the ownership and jurisdiction of property located within the OR99W right of way corridor, upon execution of this Agreement.

#### **AGENCY OBLIGATIONS**

1. Agency shall review State's Project plans prior to construction of the Project.
2. Agency grants State the right to enter onto Agency's right of way and other Agency-owned property as necessary for the performance of this Agreement.
3. Agency agrees to State acquiring all right of way needed for construction of the Project. Upon completion of the Project, and in consideration of the improvements constructed as part of the Project, Agency agrees to accept any property transferred by the State that is no longer needed for the construction of the Project. If said property is no longer needed by Agency for public road purposes, it shall revert to ODOT.
4. Following Project completion, Agency shall be responsible for and agrees to maintain the Project improvements within Agency right of way and other Agency-owned property at its own expense, including, but not limited to, landscaping, all green paint surfaces, all surface and sub-surface features such as storm water systems, curbs, gutters, sidewalks, sanitary sewer, water lines, RRFBs, illumination and all other features constructed, reconstructed, or moved as part of the Project that are within Agency right of way or other Agency-owned property. Any maintenance responsibilities that are not part of this Agreement that are currently in effect shall remain unchanged.
5. Agency shall contact State's District 3 Permits Office seven (7) working days prior to the commencement of maintenance activities that impact travel lanes on the state highway. Agency may not implement lane restrictions on the state highway without



prior approval of such restrictions from State's District 3 Manager, or designee. Any deviations from authorized lane restrictions must be requested and approved by State's District 3 Manager in advance. Additional requirements may be added if State observes traffic congestion or if State determines that conditions warrant a change.

6. Agency shall be responsible for, and pay to the power company, 100 percent (100%) of the power costs for the RRFBs and illumination constructed as part of the Project. Agency shall have the power company send bills directly to Agency.
7. If subcontracting is approved by ODOT, Agency shall include the following in any contract or subcontract Agency enters into for the Project:
  - a. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.
  - b. Any such indemnification shall also provide that neither Agency's contractor or subcontractor nor any attorney engaged by Agency's contractor or subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor or subcontractor is prohibited from defending the State of Oregon, or that Agency's contractor or subcontractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor or subcontractor if the State of Oregon elects to assume its own defense.
8. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.
9. Agency delegates, and State accepts, Agency's authority pursuant to ORS 758.010, ORS 758.025 and all relevant common law, statutes, ordinances, permits, and

agreement terms, to cause to be relocated or reconstructed, all privately and publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the Project in order to conform the utilities and other facilities with the plans and the ultimate requirements for the portion of the Project upon lands within Agency's jurisdiction.

10. Agency shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
11. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members, or representatives, and to legally bind Agency.
12. Agency's Project Manager for this Project is James Lofton, City Engineer, City of McMinnville, 231 NE 5<sup>th</sup> Street, McMinnville, Oregon 97128; telephone: (503) 474-5119; email: James.Lofton@mcminnvilleoregon.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **STATE OBLIGATIONS**

1. State shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering, and design work required to produce and provide final plans, specifications, and cost estimates for the Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs; and provide technical inspection, project management services, and other necessary functions for sole administration of the construction contract entered into for this Project.
2. State shall provide Project plans to Agency for review prior to construction of the Project.
3. State shall allow Agency access to State's right of way to perform maintenance obligations on constructed Project improvements specified in Agency Obligations, Paragraph 4.
4. State shall conduct all right of way activities in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended; ORS Chapter 35; Federal-Aid Policy Guide; Code of Federal Regulations (CFR), including but not limited to Title 23 CFR Part 710 and Title 49 CFR Part 24; and the ODOT Right of Way Manual.

5. Upon Project completion, State shall transfer to Agency, and Agency shall accept, any ownership interests State may have obtained for the Project on Agency's facilities that State has determined are no longer needed for the construction of the Project. The method of conveyance will be determined by the Parties at the time of transfer and will be coordinated by State's Region Right of Way Manager. If said property is no longer needed by Agency for public road purposes, it shall revert to ODOT.
6. State, or its consultant, shall cause to be relocated or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the Project in order to conform the utilities and other facilities with the plans and the ultimate requirements for the portions of the Project which may interfere with the Project improvements.
7. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
8. State's Project Manager for this Project is Ian Roholt, Resident Engineer – Consultant Projects, 3070 SW Philomath Boulevard, Corvallis, Oregon 97333; telephone: (541) 945-9168; email: [ian.roholt@odot.oregon.gov](mailto:ian.roholt@odot.oregon.gov), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **GENERAL PROVISIONS**

### **1. Americans with Disabilities Act Compliance:**

- a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals, or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
  - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
  - ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection Form;
  - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for

each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

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

- b. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
    - i. Pedestrian access is maintained as required by the ADA,
    - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
    - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
    - iv. Any future alteration work on the Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
    - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
  - c. Maintenance obligations in this section shall survive termination of this Agreement.
2. Utility relocation or reconstruction may or may not be an eligible Project expense according to the following standard:
- a. The expense is an eligible expense if the owner of the utility facility possesses a property right for its location on the public right of way.
  - b. The expense is not an eligible expense if the owner of the utility facility does not possess a property right for its location, but the facility exists on the public right of way solely under the permission of Agency or other road authority, whether that permission is expressed or implied, and whether written or oral.
3. This Agreement may be terminated by mutual written consent of both Parties.
4. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:

- a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger the performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If State fails to receive funding, appropriations, limitations, or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for the performance of this Agreement.
  - d. If federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
5. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
  6. If any third party makes any claim or brings any action, suit, or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense, and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
  7. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

8. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
9. The Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, the Parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
10. All employers that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Each Party shall ensure that each of its contractors complies with these requirements.
11. The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after termination or expiration of this Agreement. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
12. If Agency fails to maintain facilities in accordance with the terms of this Agreement, State, at its option, may maintain the facility and bill Agency, seek an injunction to enforce the duties and obligations of this Agreement, or take any other action allowed by law.



13. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
14. Agency and State are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This provision survives expiration or termination of this Agreement.
15. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid. This provision survives expiration or termination of this Agreement.
16. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
17. This Agreement and attached Exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
18. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84, bind the signing Party, and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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

This Project is in the 2024-2027 STIP, (Key No. 22554) that was adopted by the OTC on July 13, 2023 (or subsequently by amendment to the STIP).

**CITY OF MCMINNVILLE**, by and through  
its designated officials

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL**  
(If required in Agency's process)

By \_\_\_\_\_  
Agency's Counsel

Date \_\_\_\_\_

**Agency Contact:**

James Lofton, City Engineer  
City of McMinnville  
231 NE 5<sup>th</sup> Street  
McMinnville, Oregon 97128  
[james.lofton@mcminnvilleoregon.gov](mailto:james.lofton@mcminnvilleoregon.gov)

**State Contact:**

Ian Roholt, P.E.  
Resident Engineer-Consultant Projects  
ODOT Region 2, Area 4  
3070 SW Philomath Boulevard  
Corvallis, Oregon 97333  
(541) 745-9168  
[ian.roholt@odot.oregon.gov](mailto:ian.roholt@odot.oregon.gov)

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_

Region 2 Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_

ODOT ADA Program Director

Date \_\_\_\_\_

By \_\_\_\_\_

State Traffic Engineer

Date \_\_\_\_\_

By \_\_\_\_\_

District 3 Manager

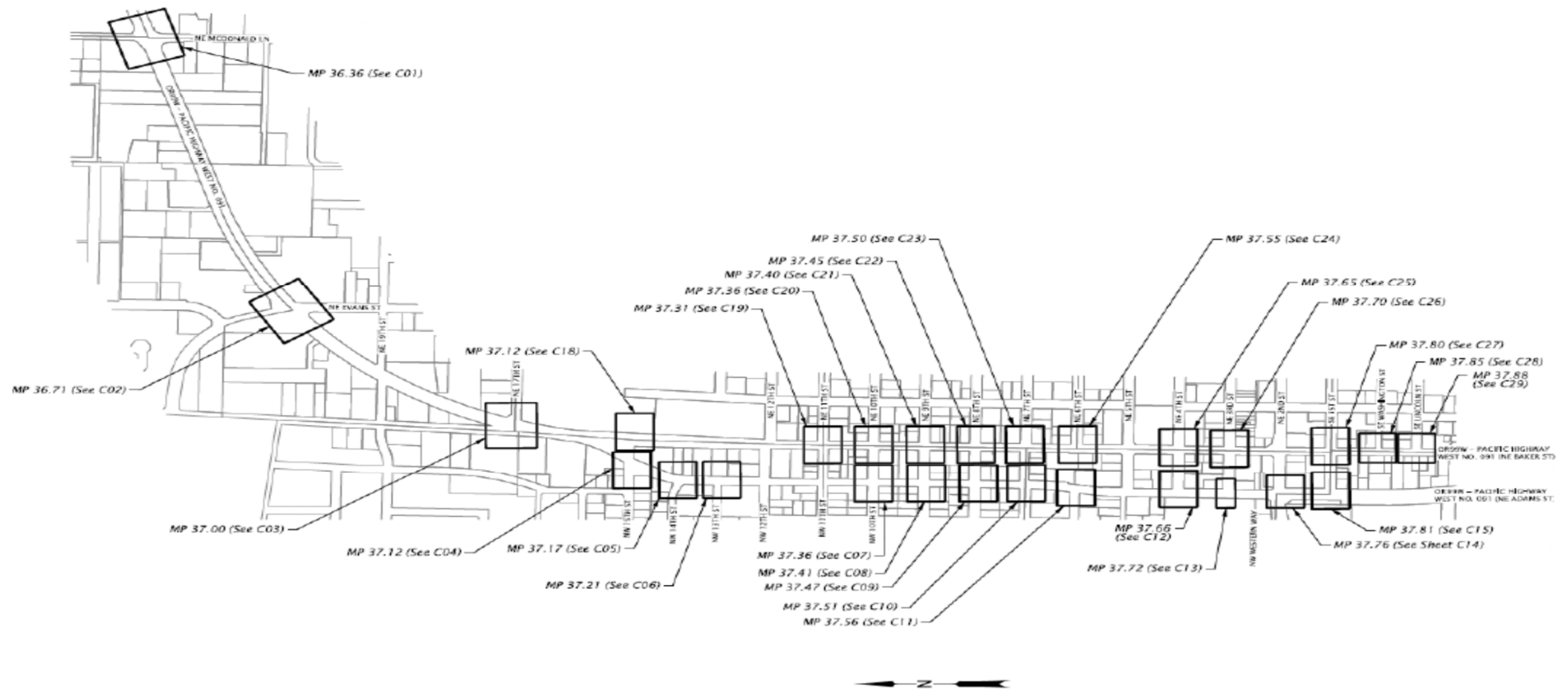
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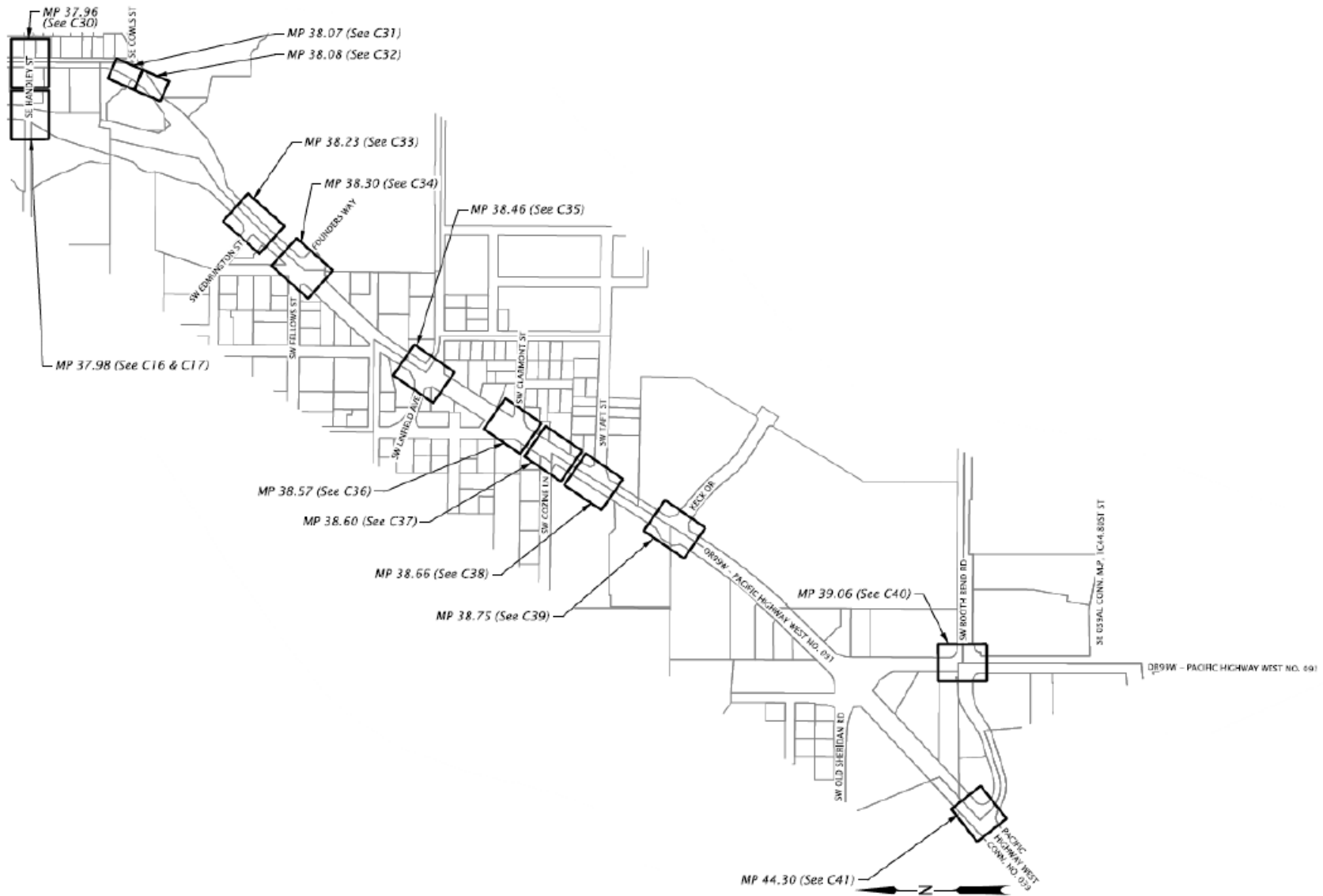
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SUFFICIENCY**

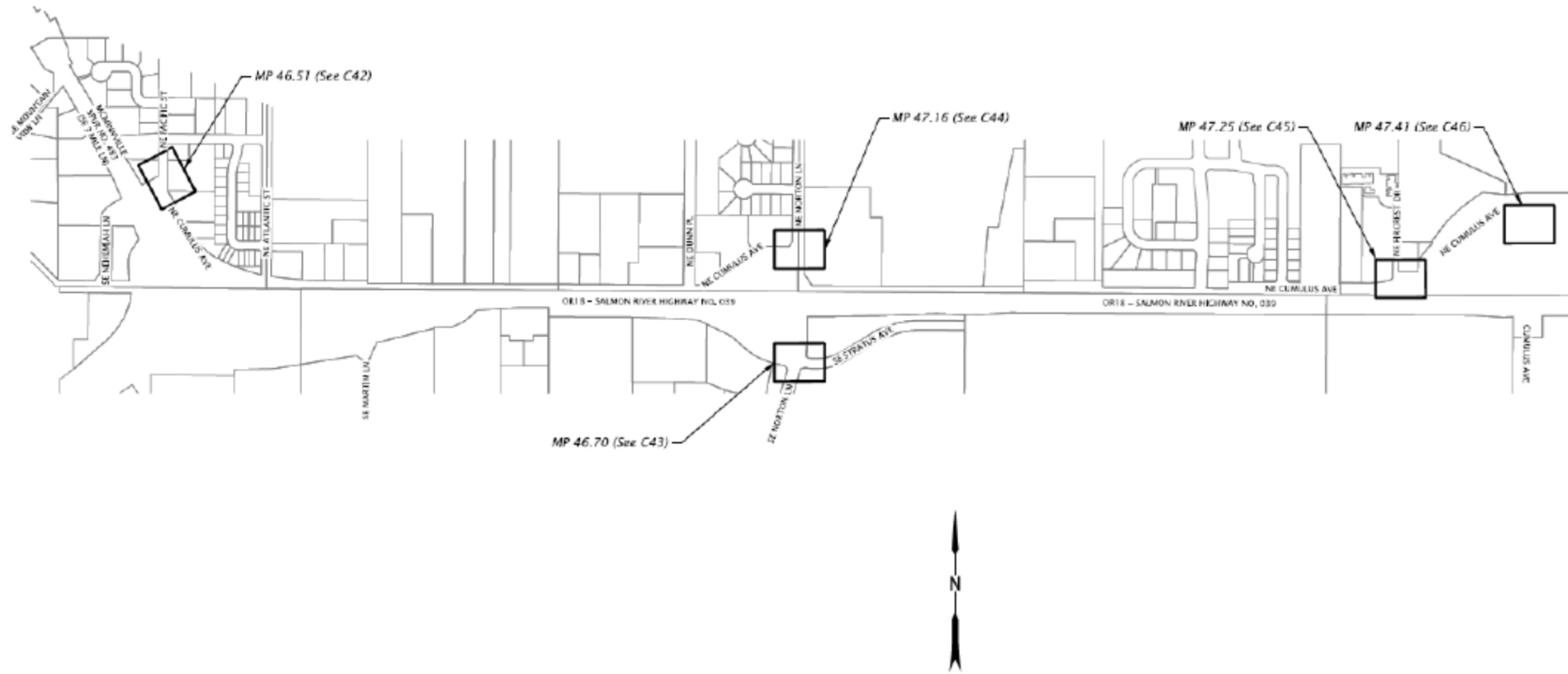
By Stacy Posegate, via email  
Assistant Attorney General

Date September 5, 2025  
email retained in file

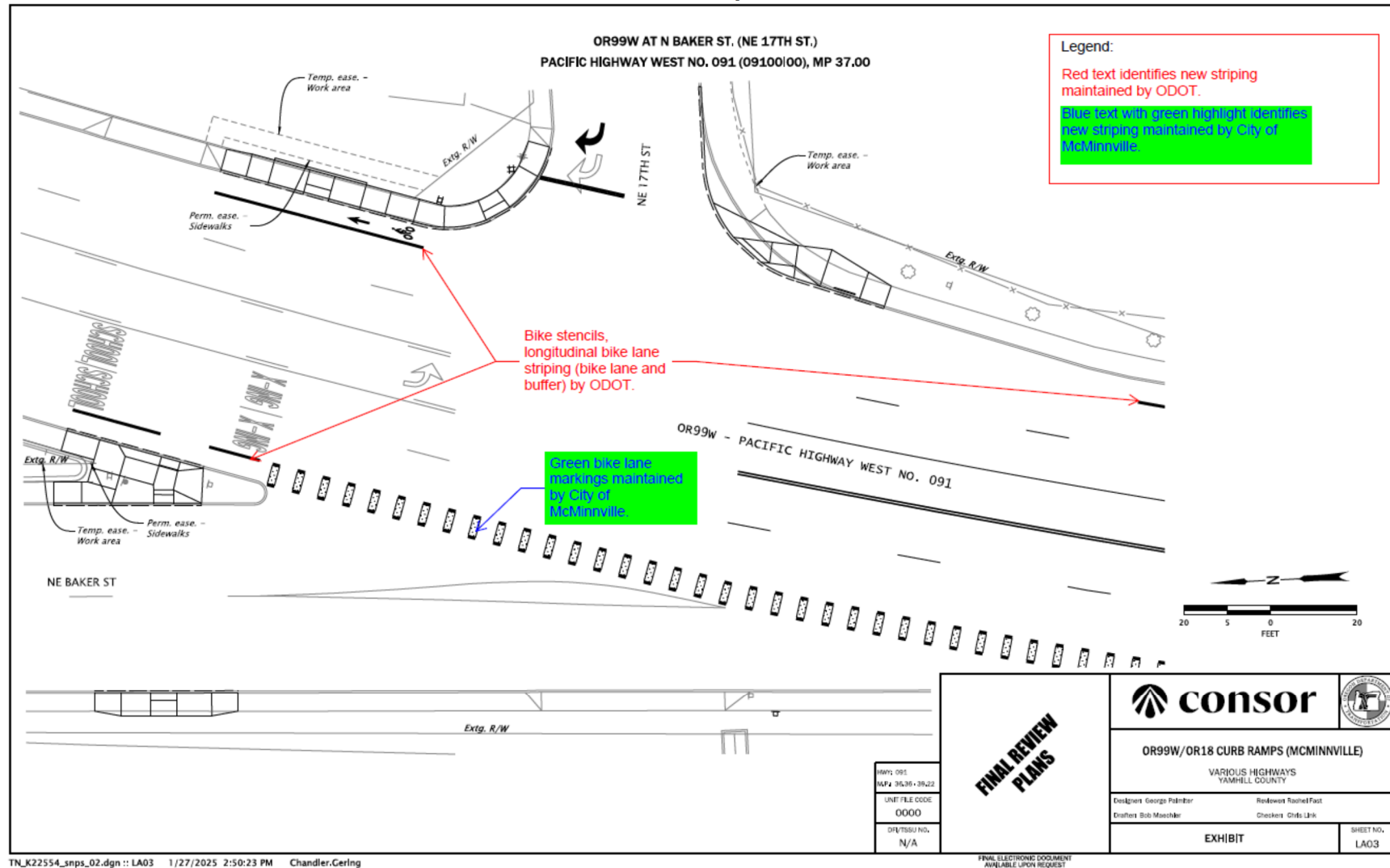
## EXHIBIT A Project Location Map







## EXHIBIT B Maintenance Responsibilities

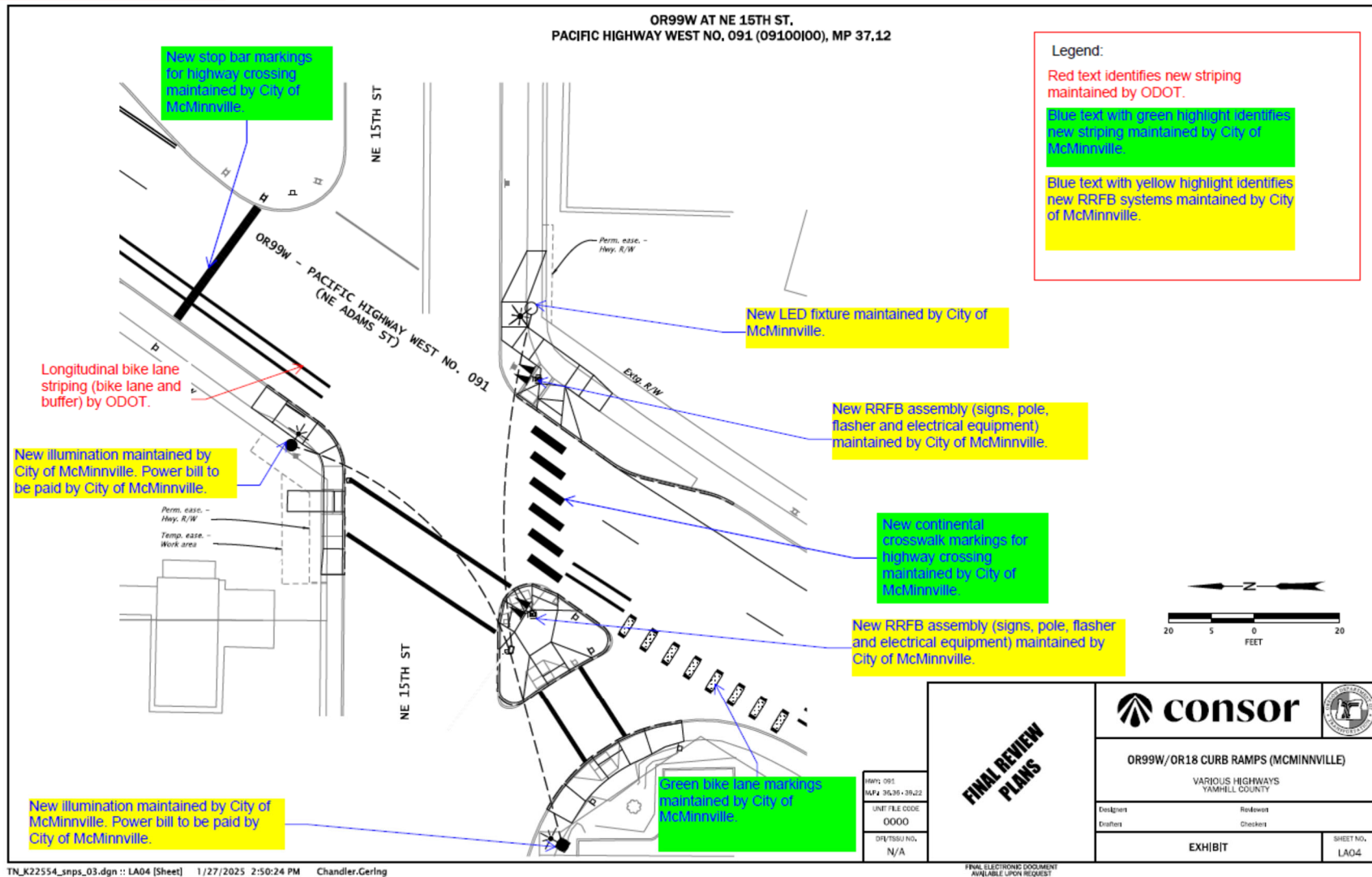


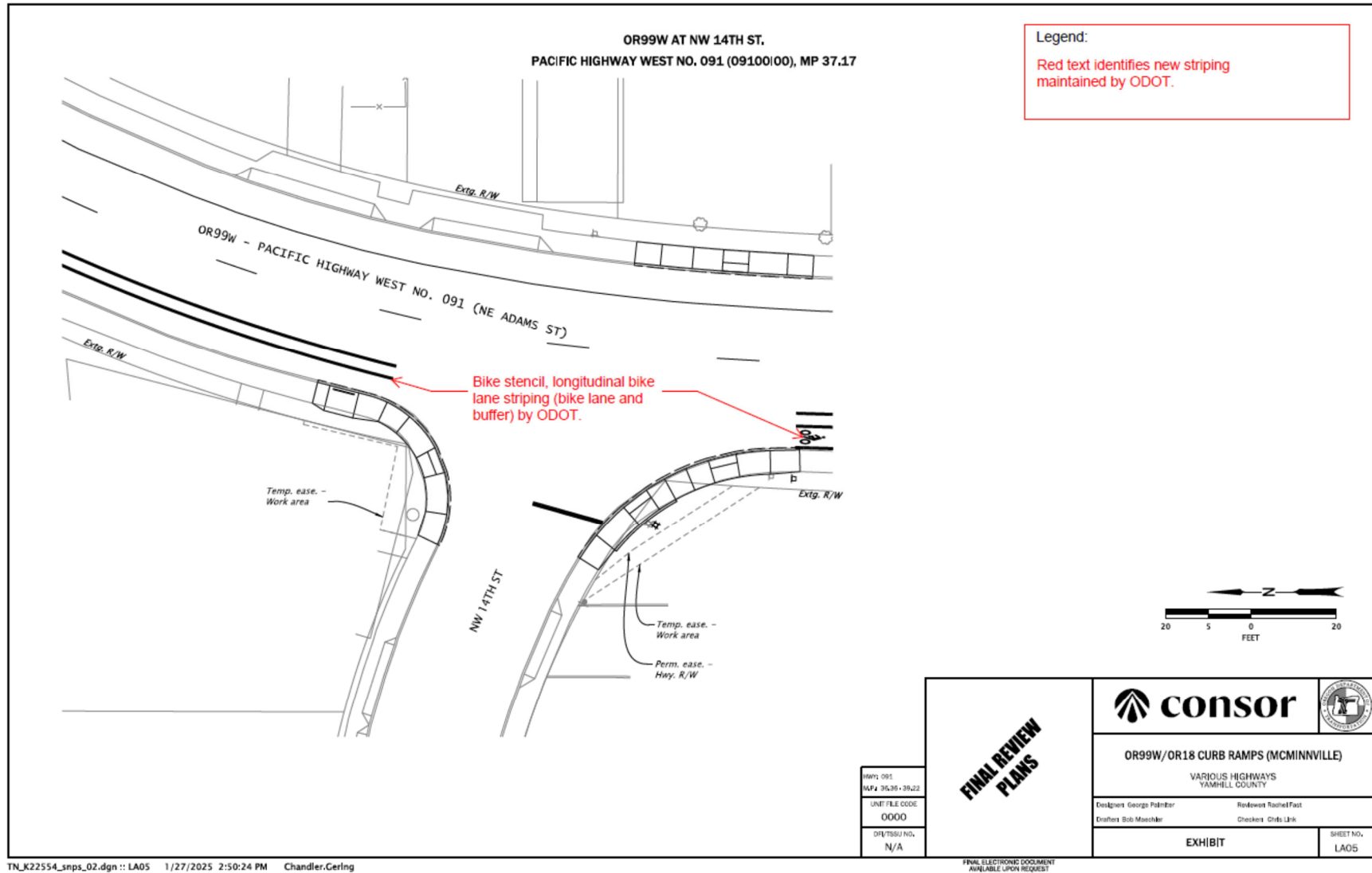
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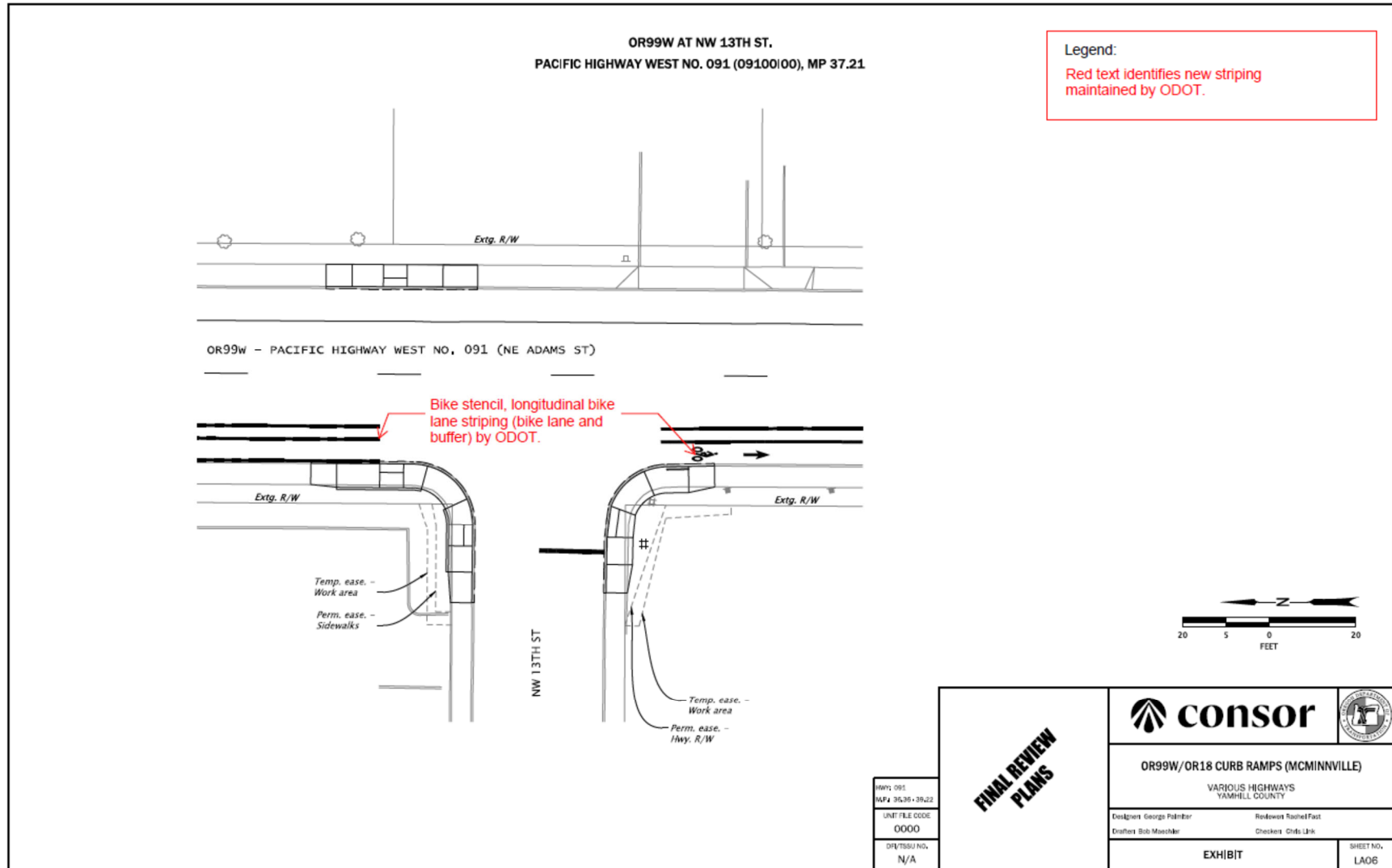


City of McMinnville/ODOT  
Agreement No. 73000-00039034

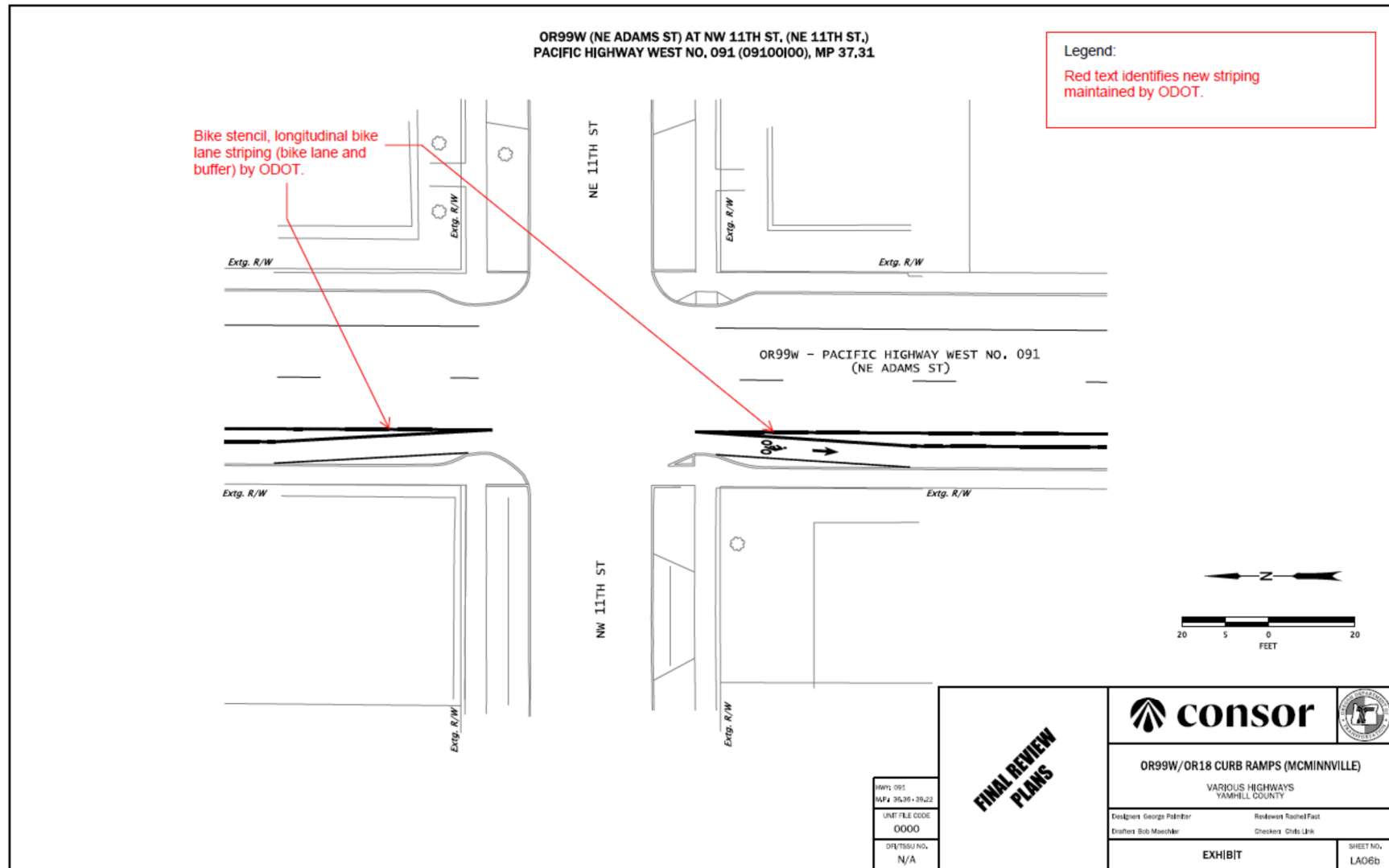
Intersection with new RRFB





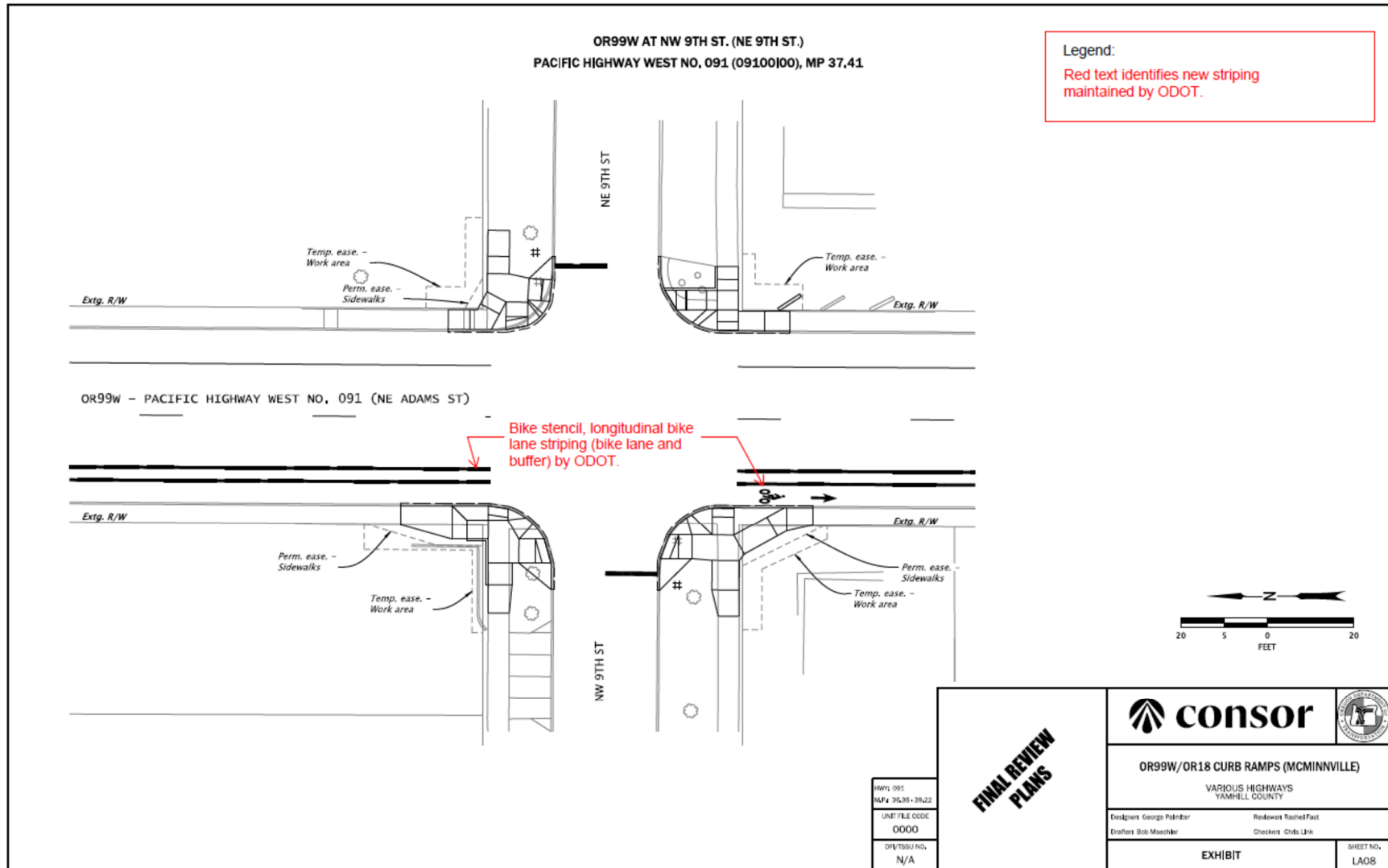




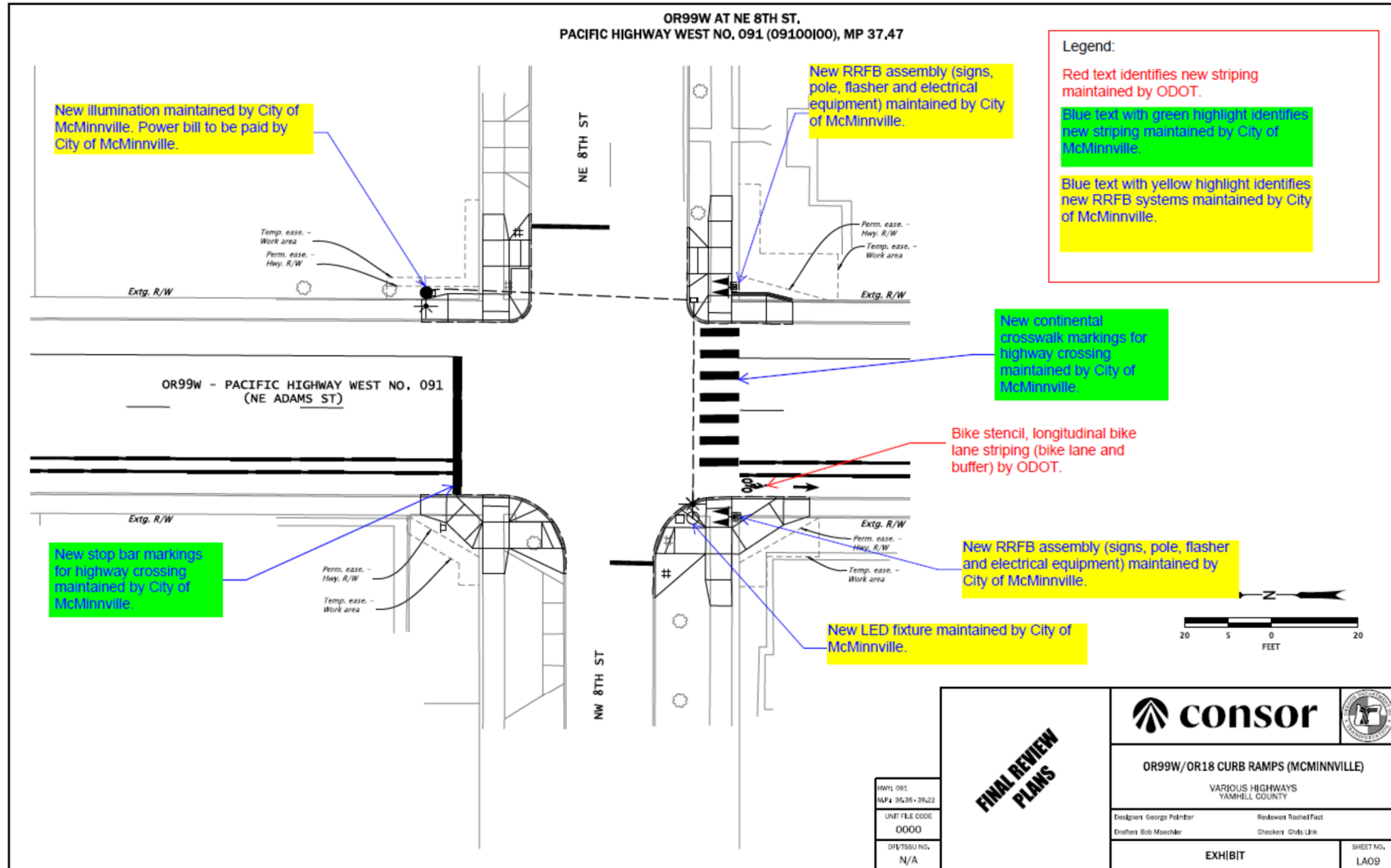


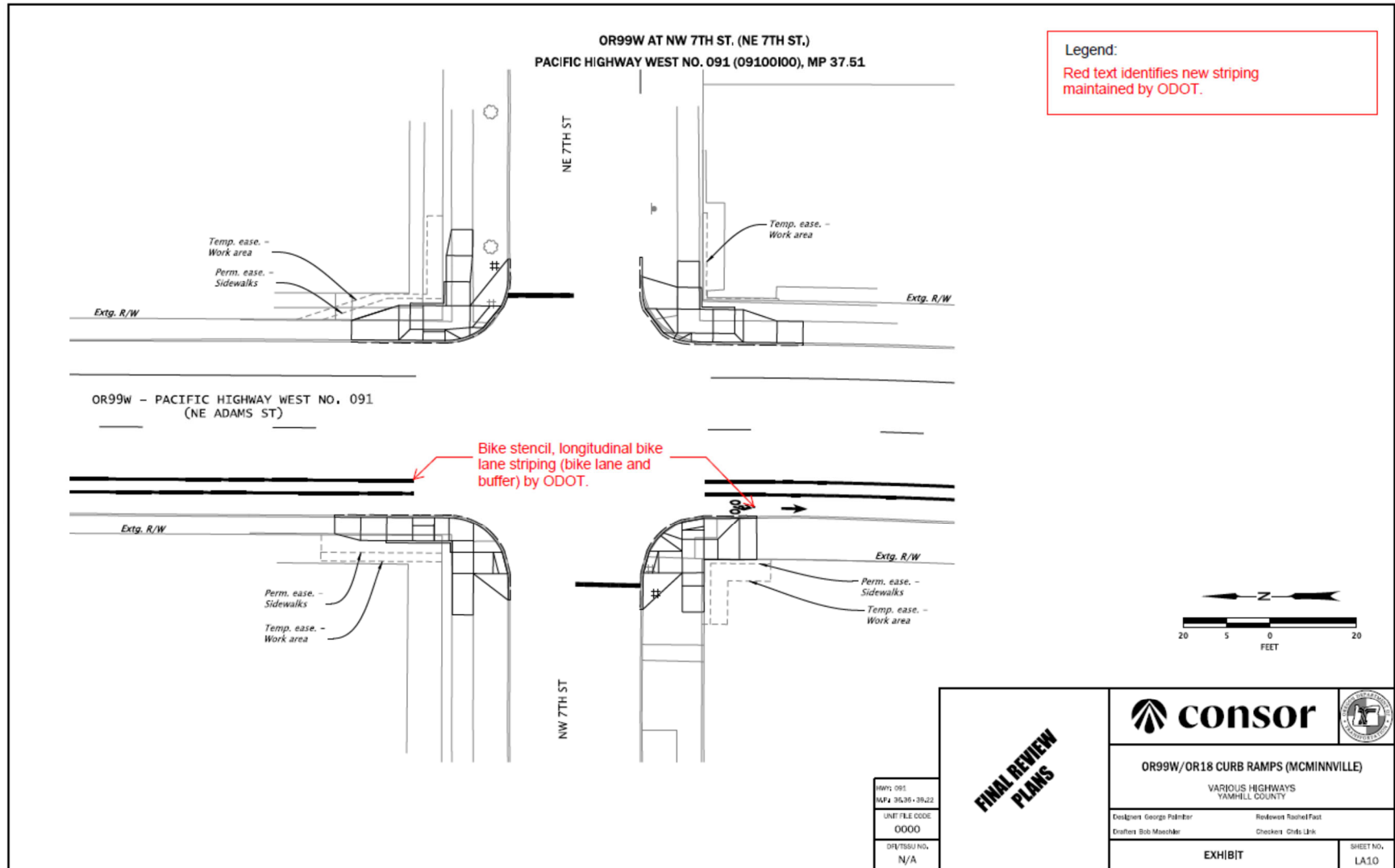


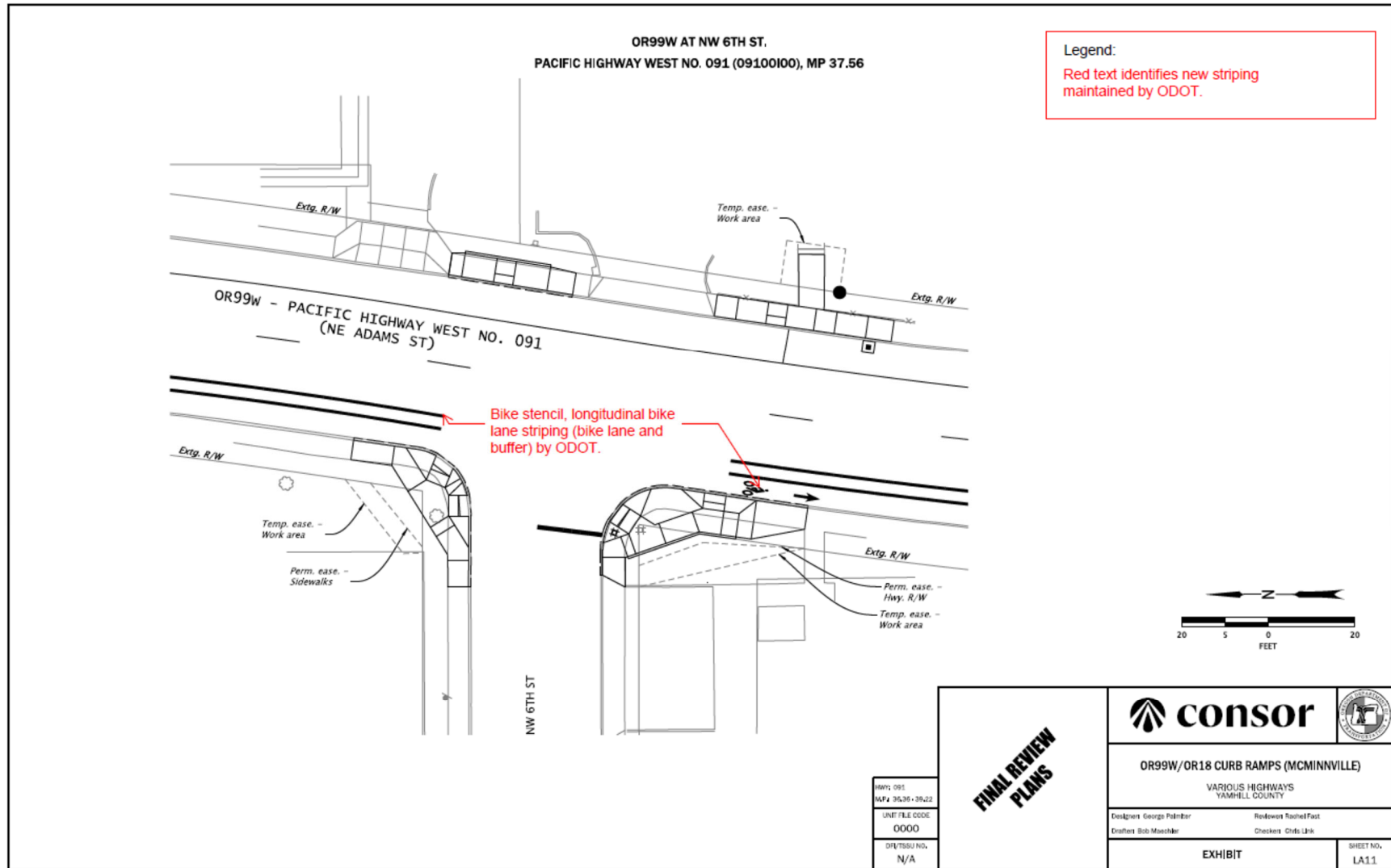


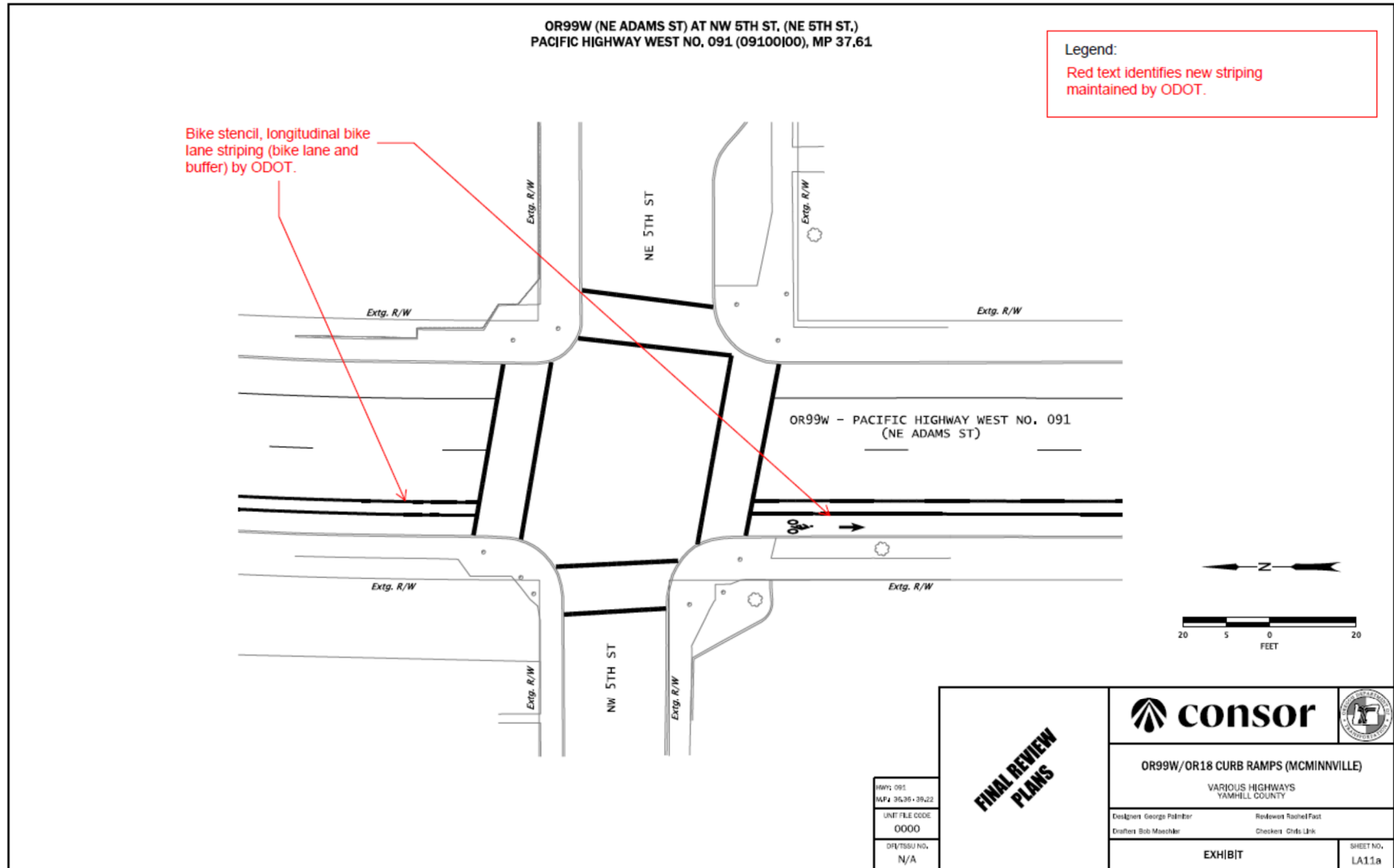


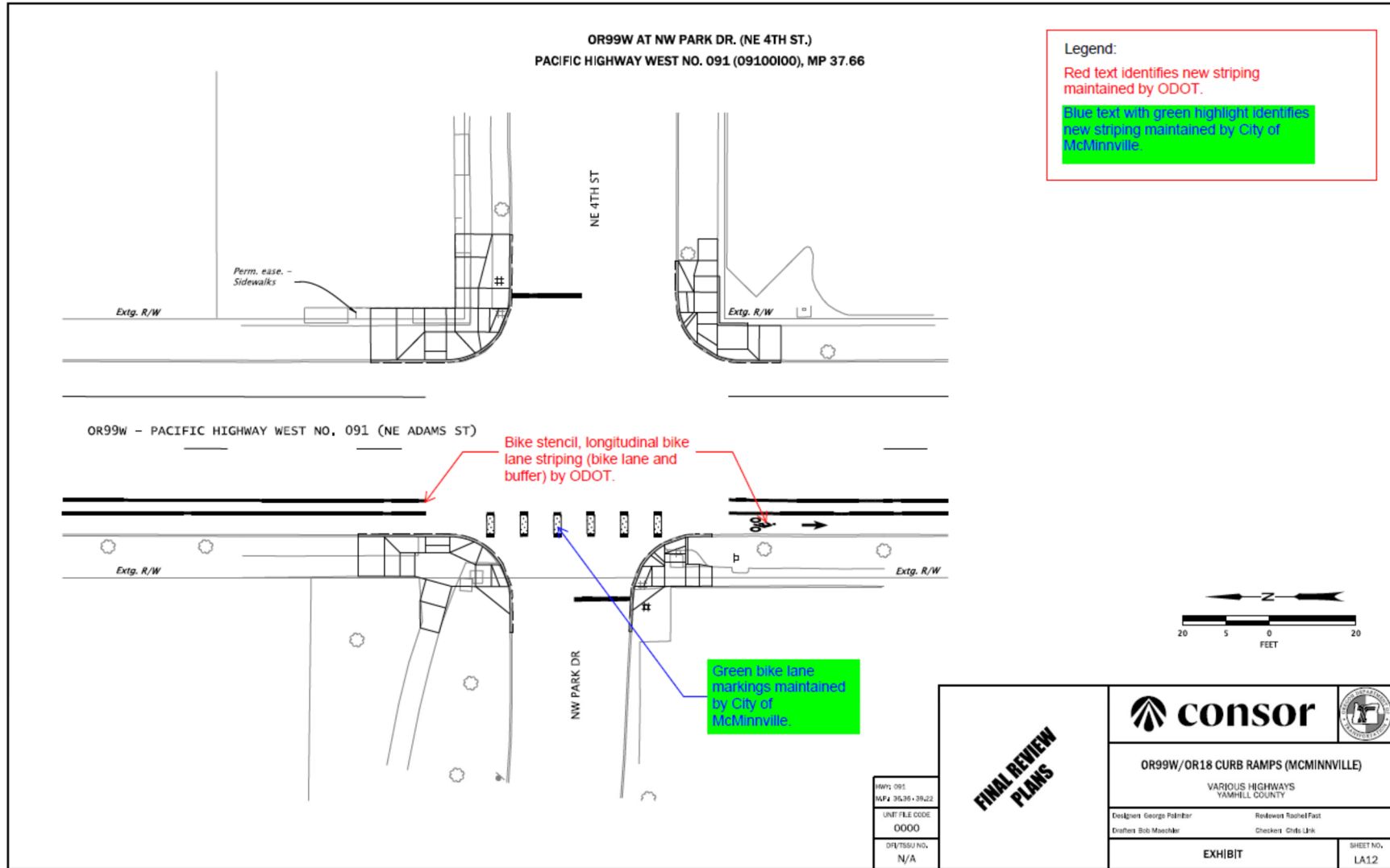
Intersection with new RRFB







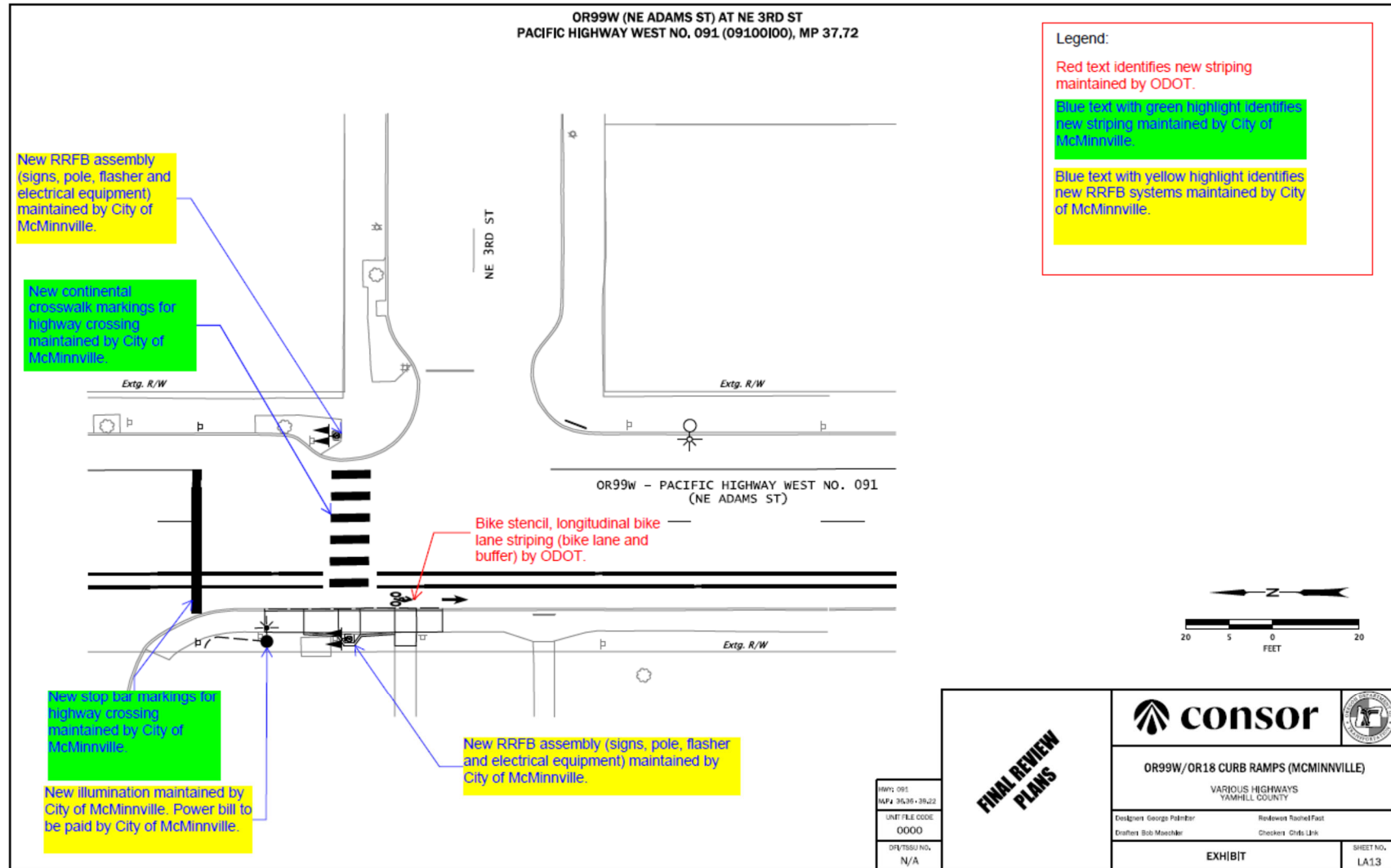


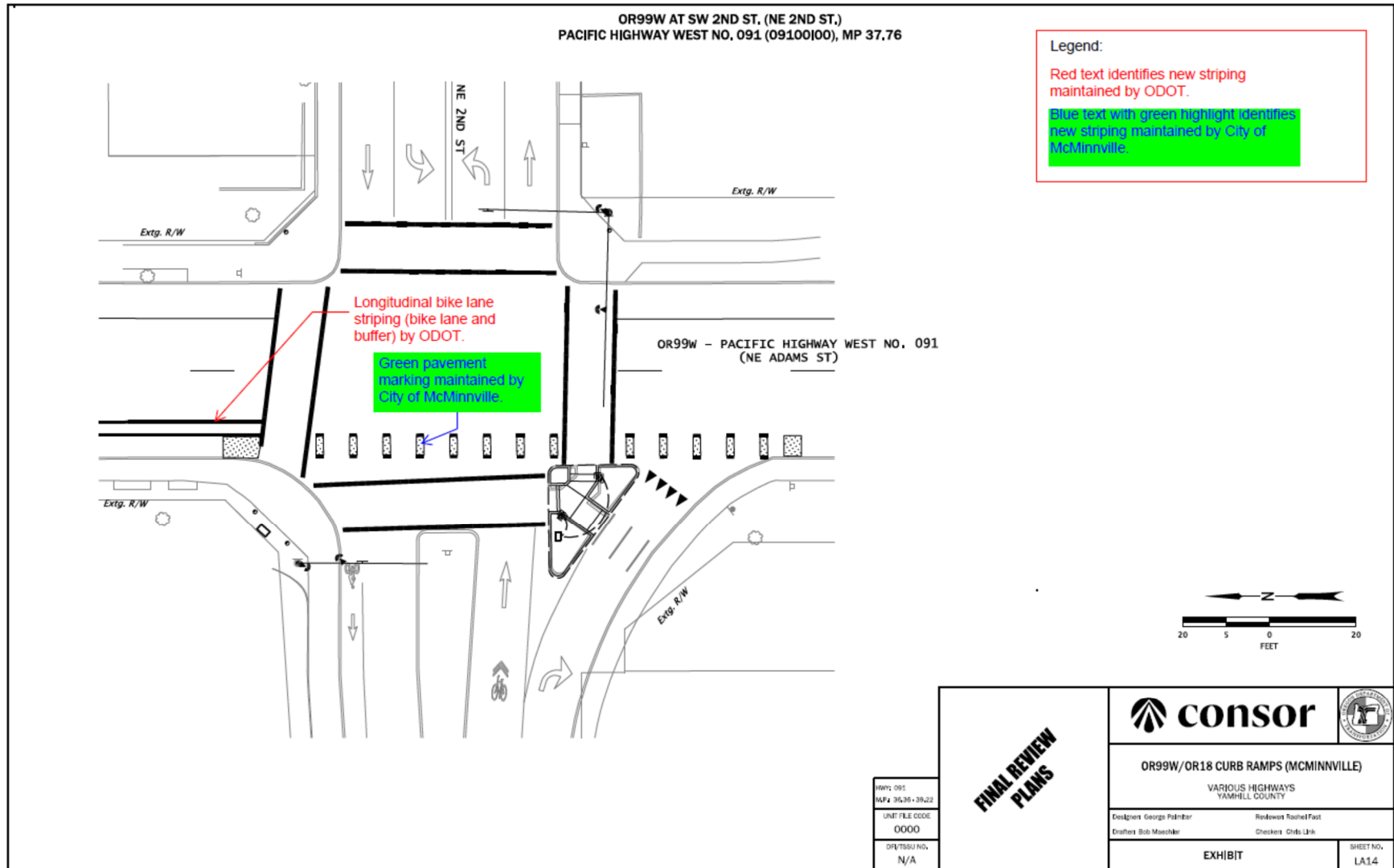




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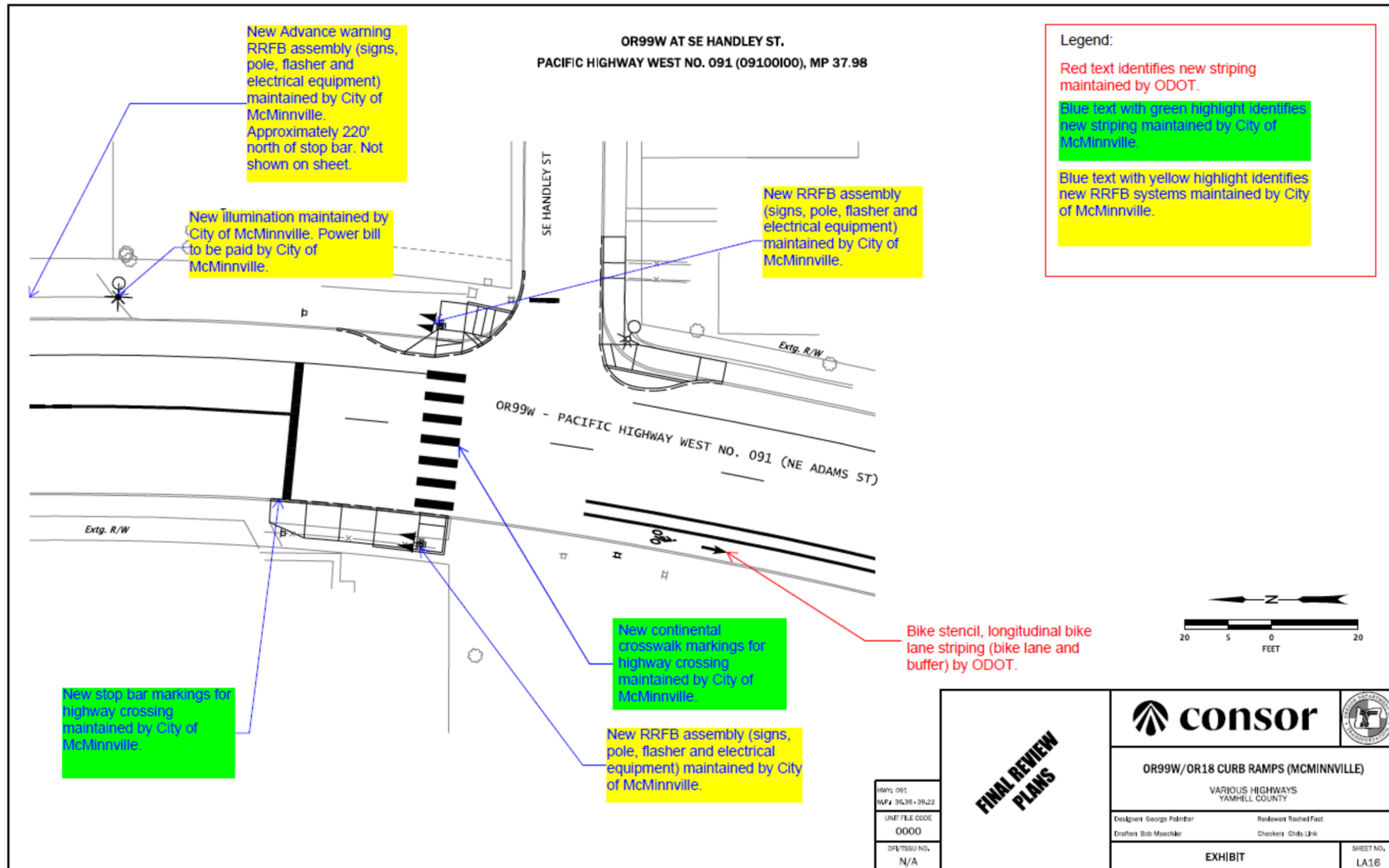
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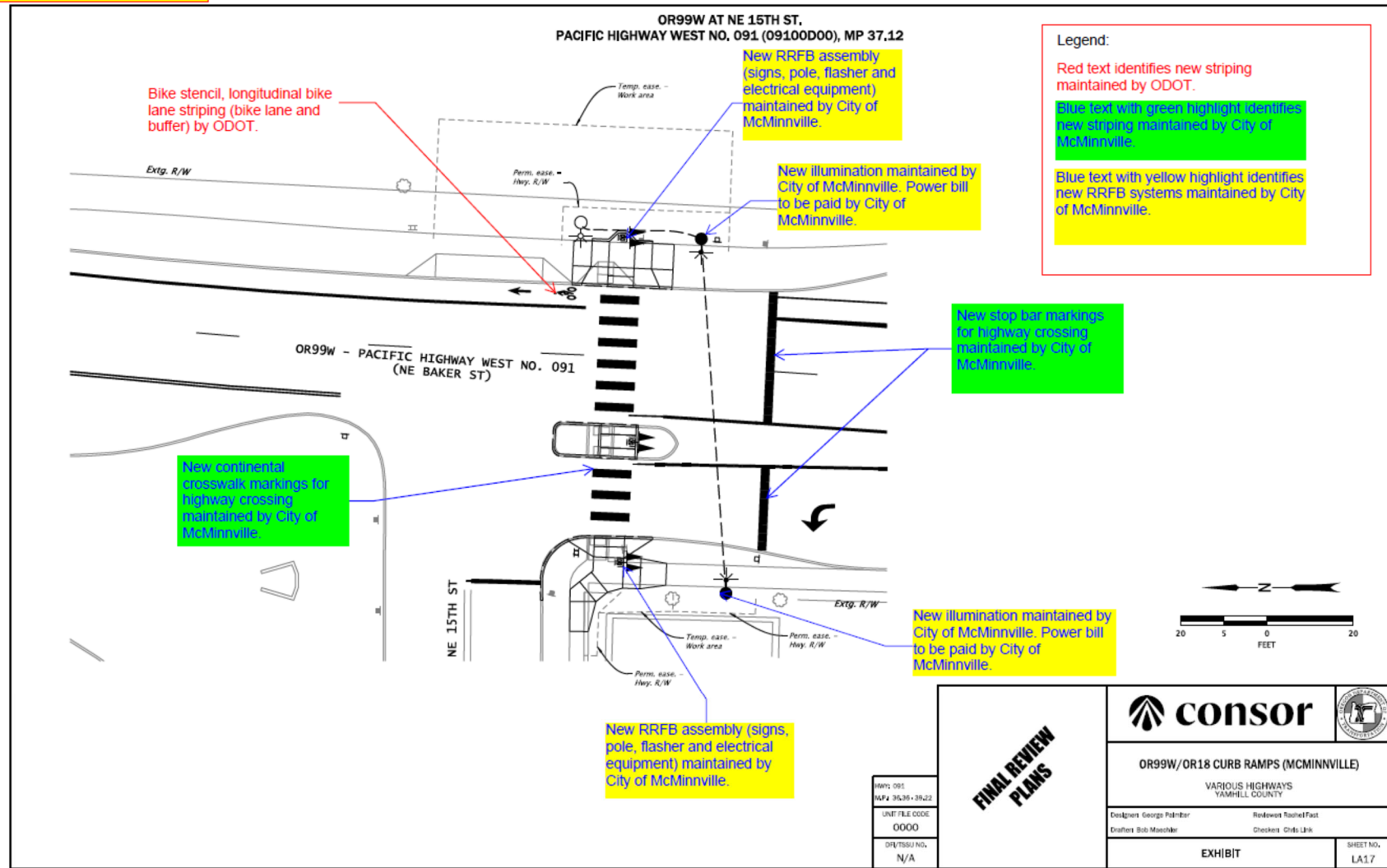
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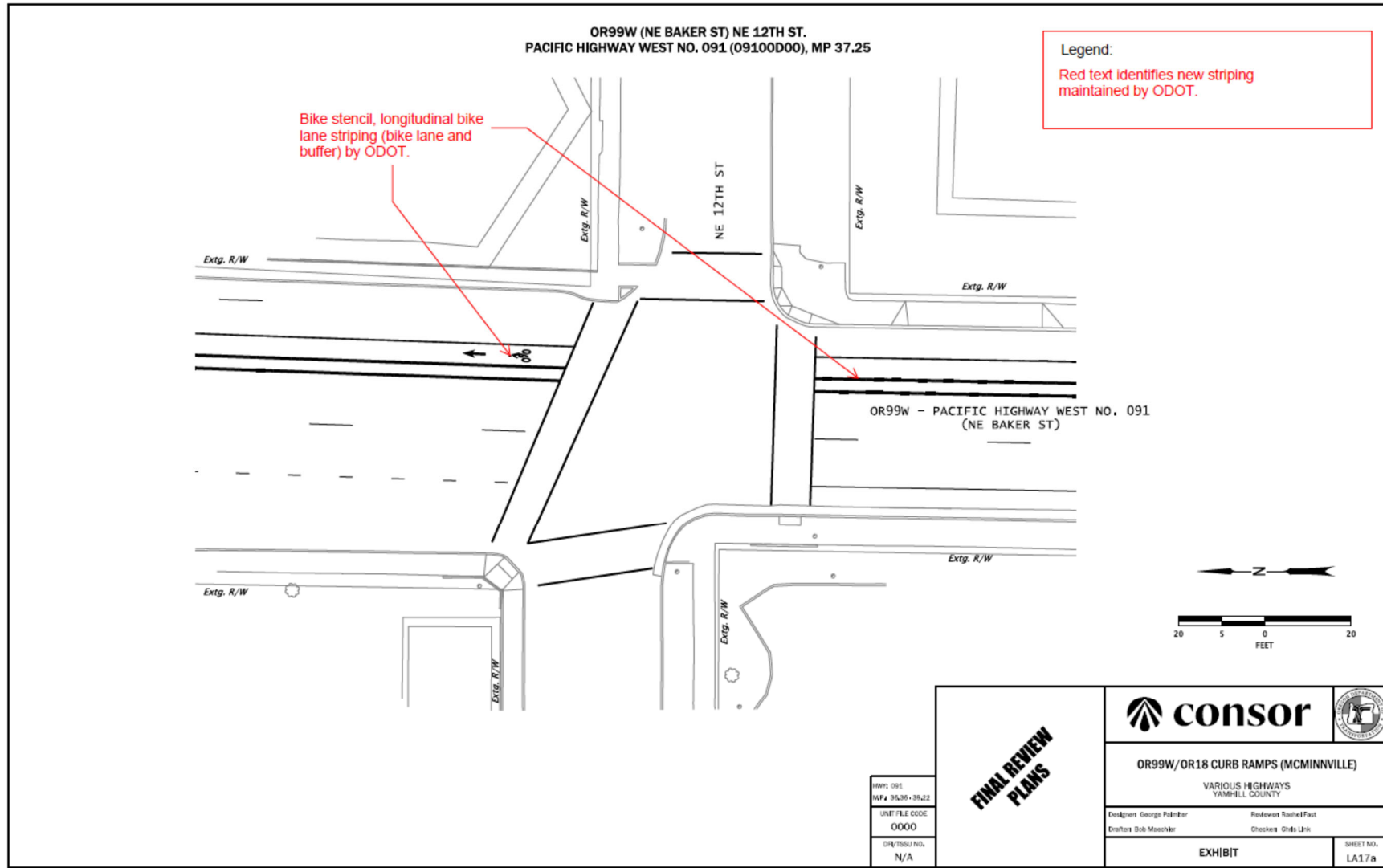
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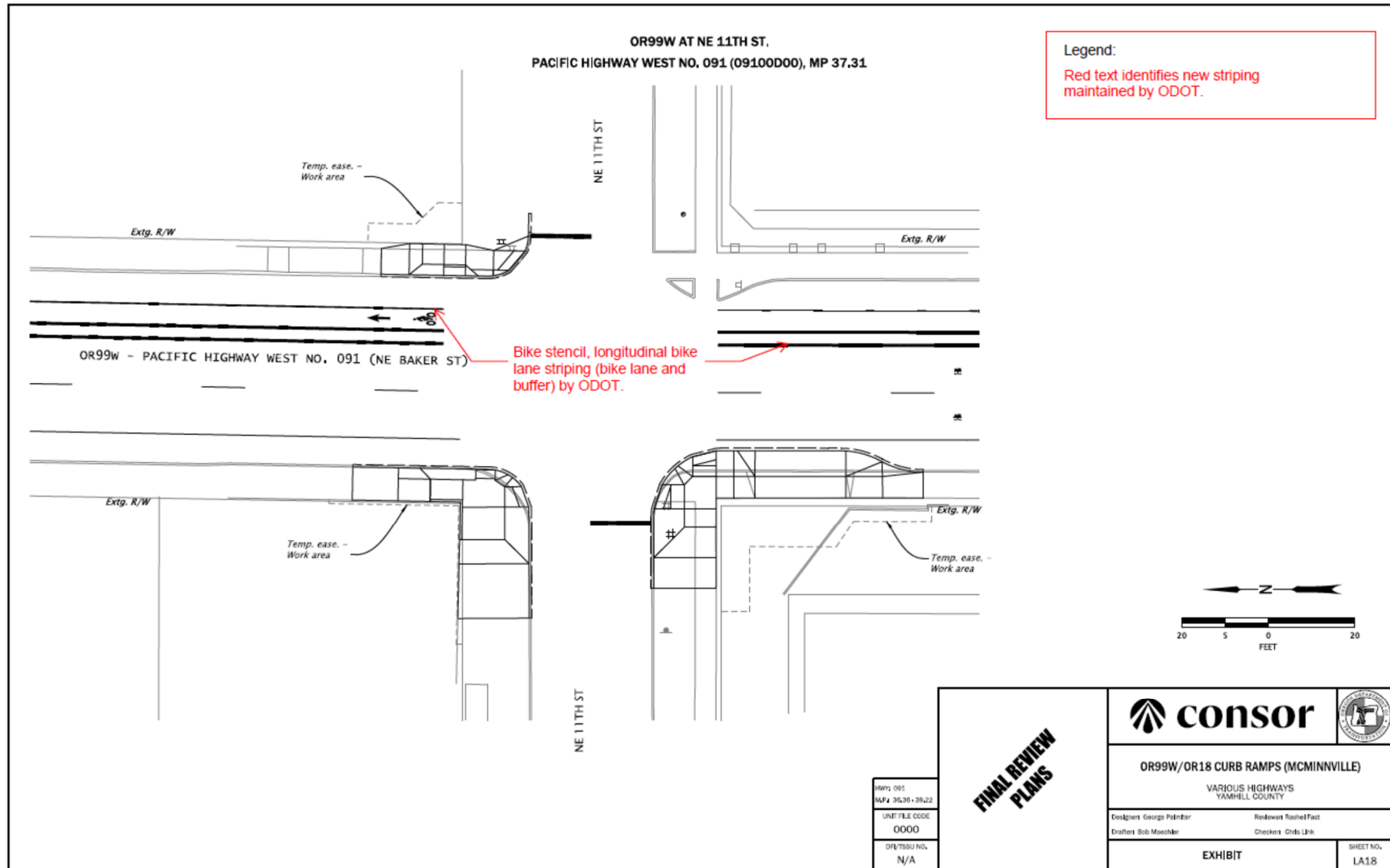


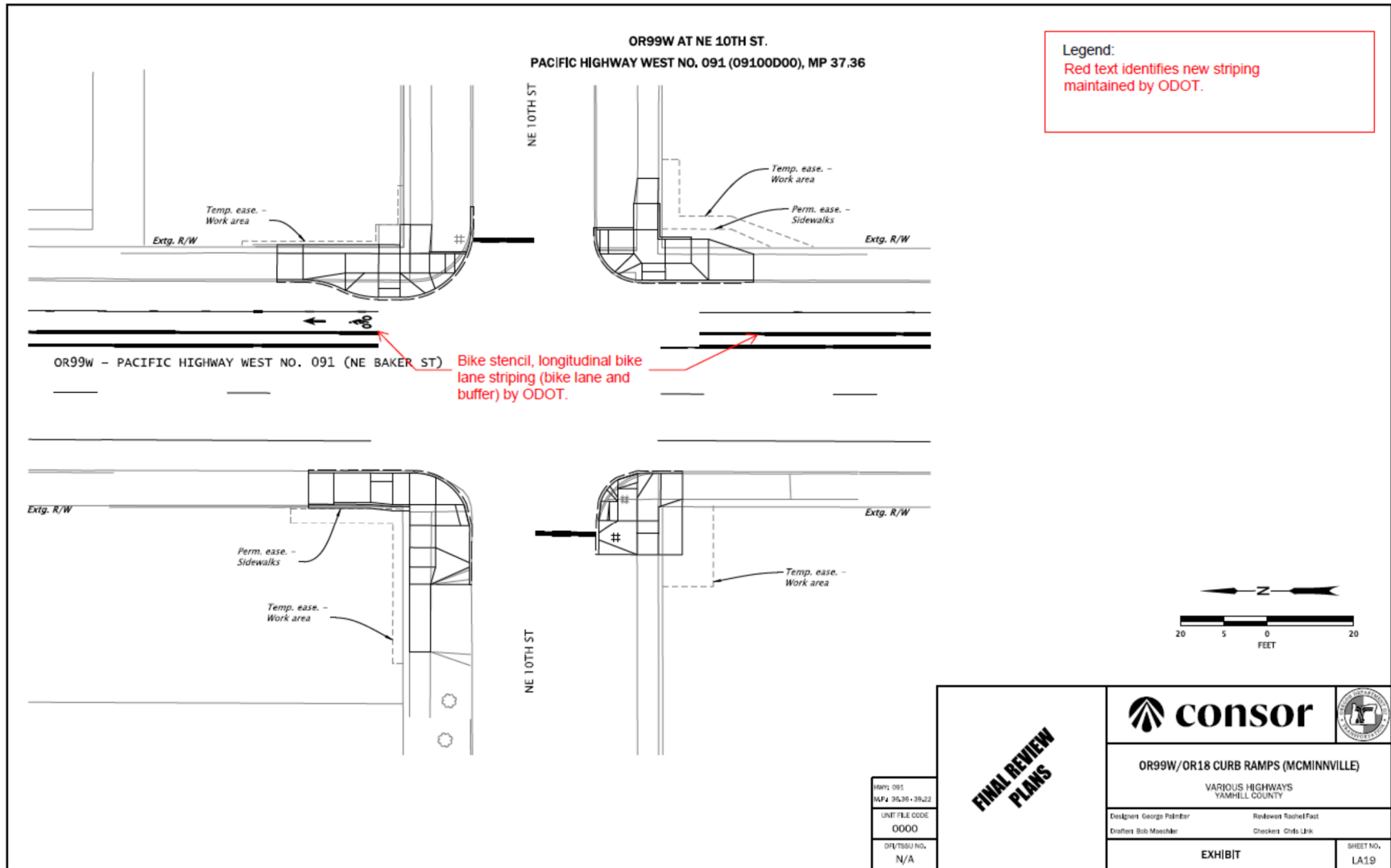
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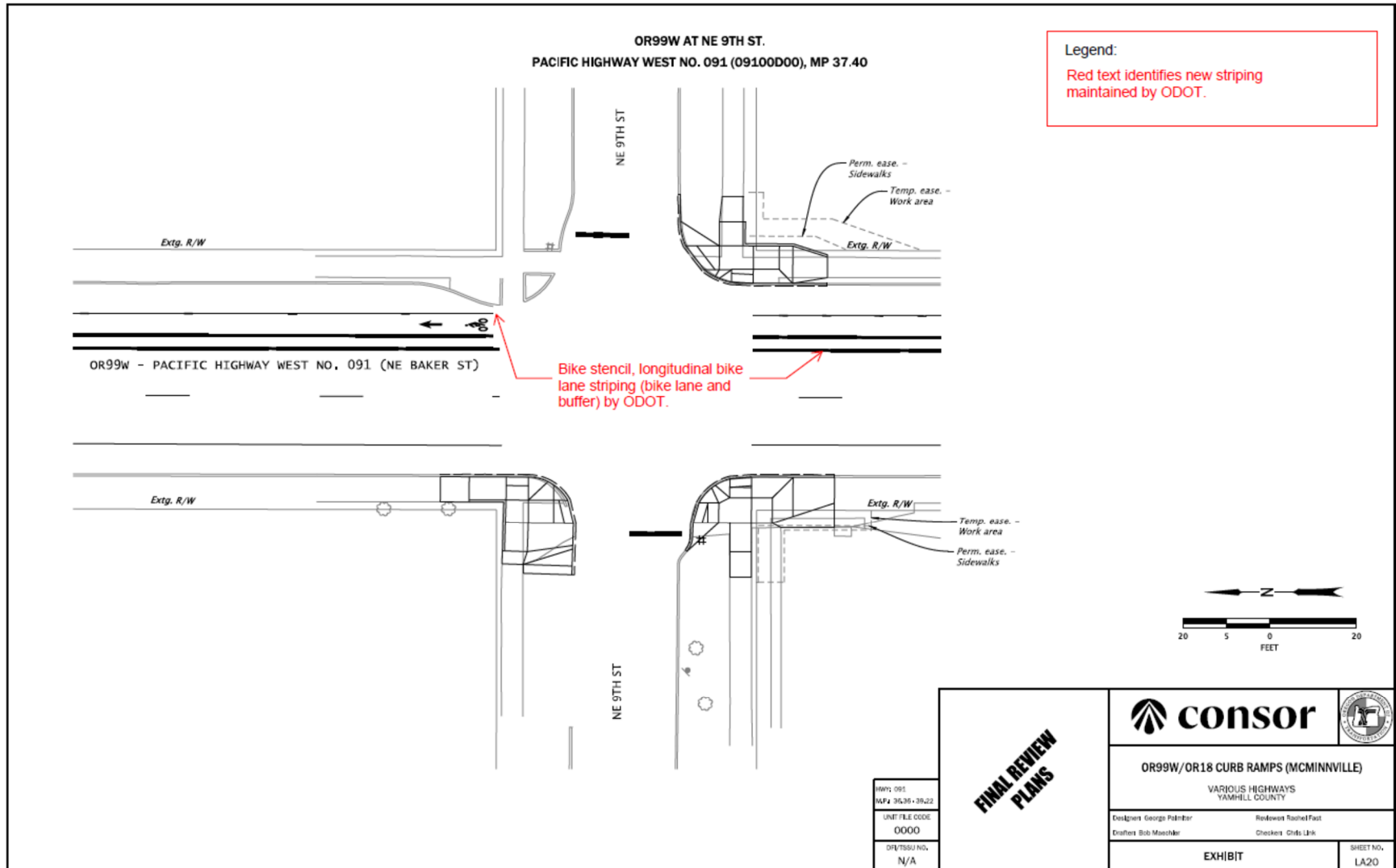
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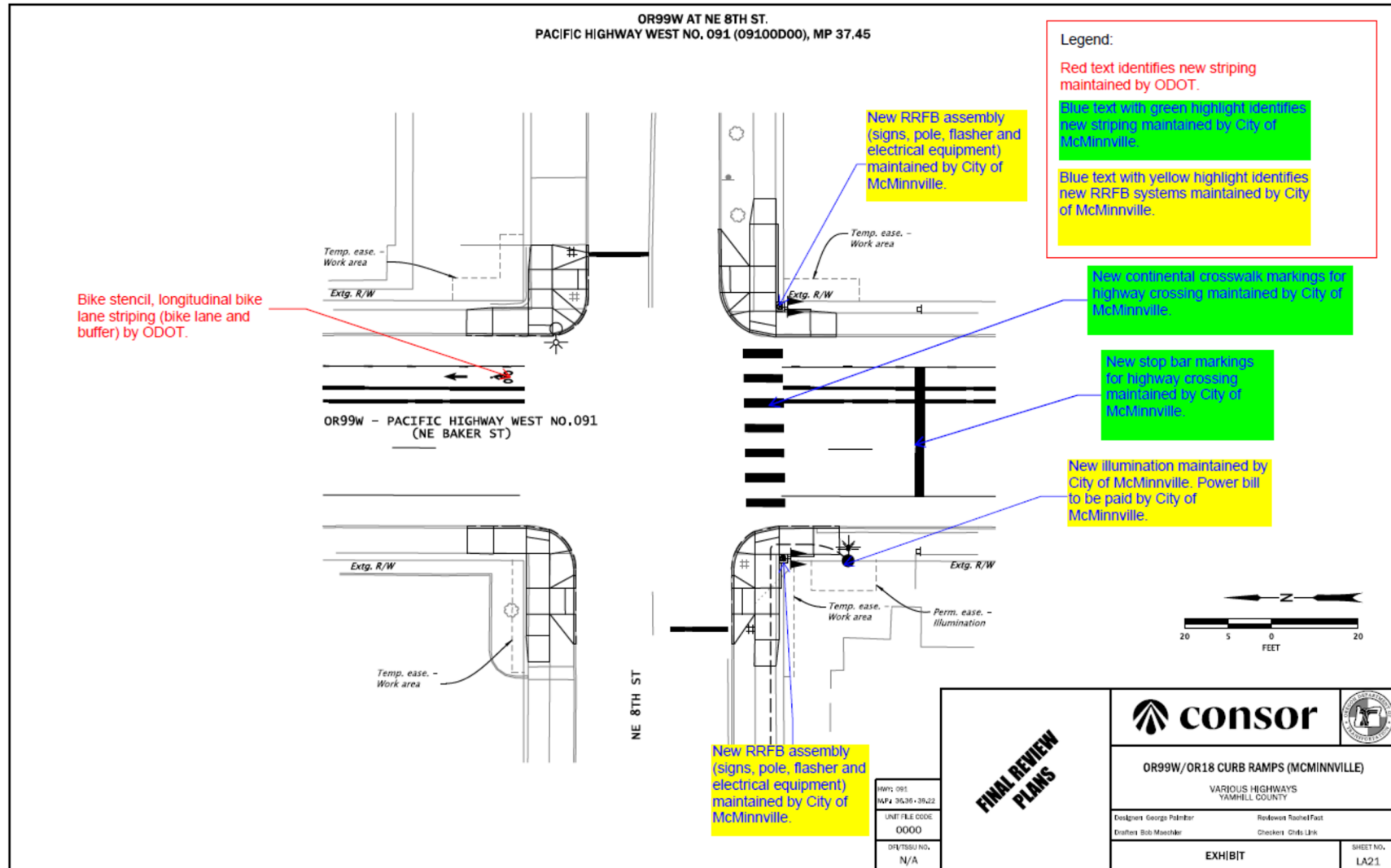


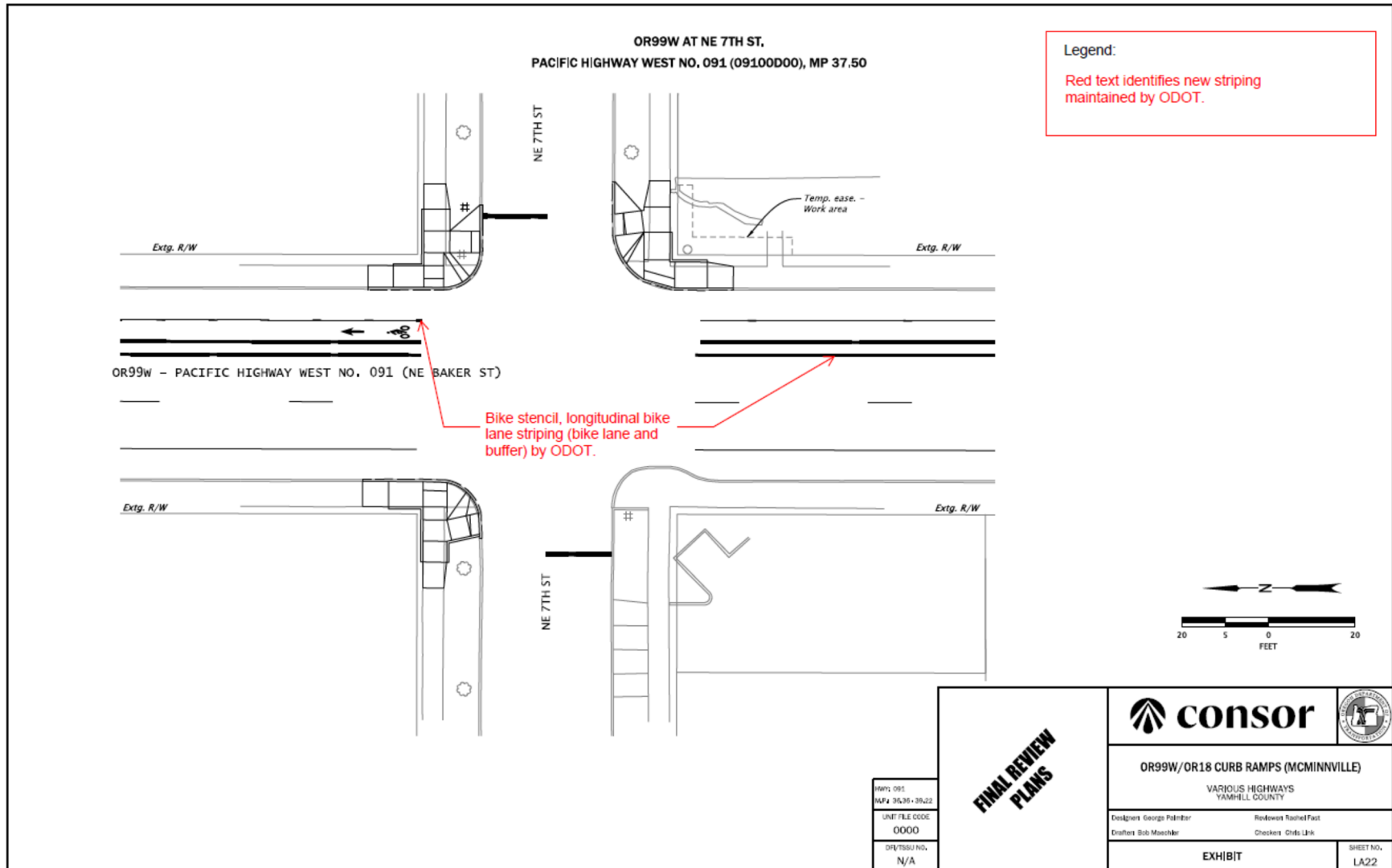


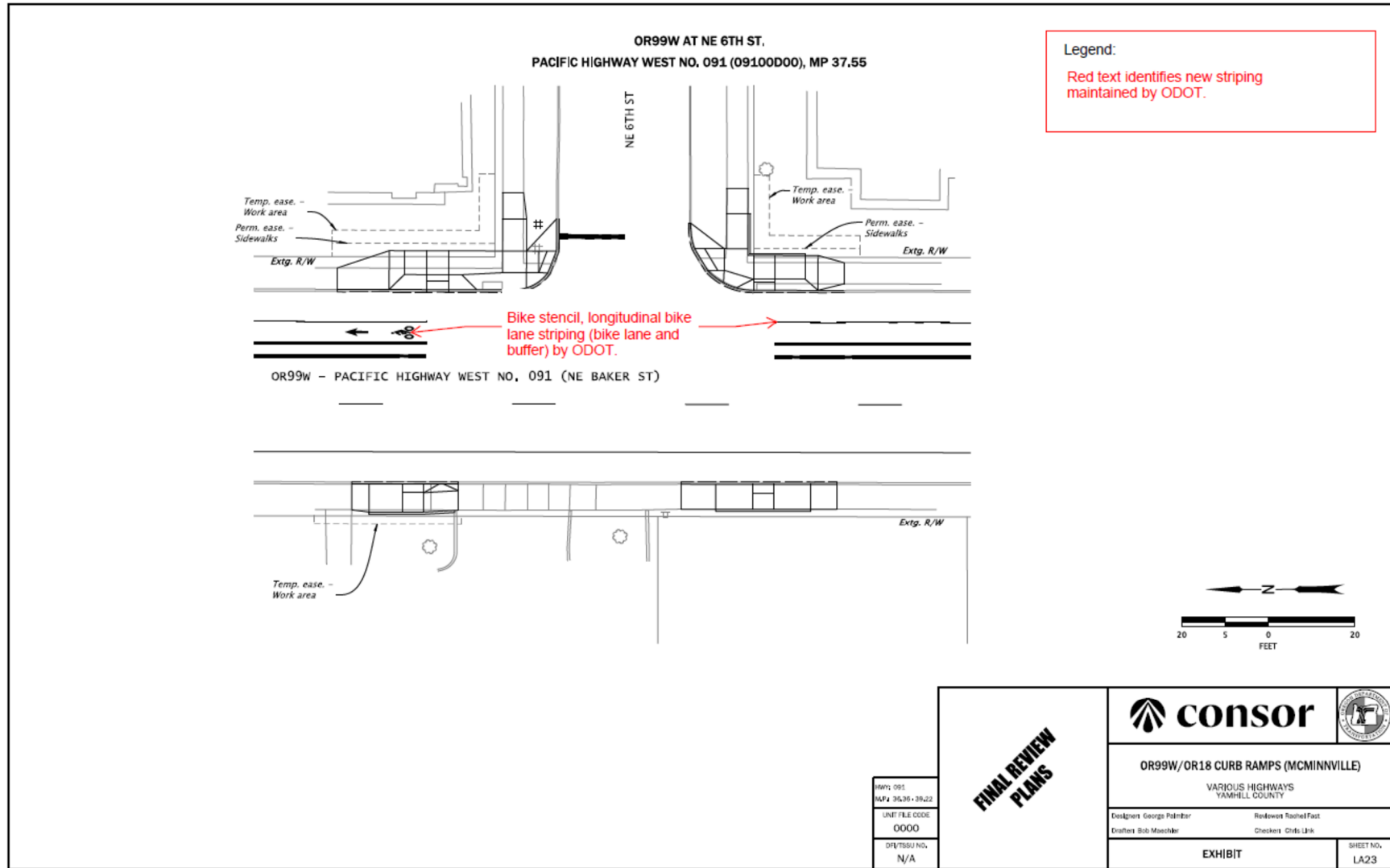


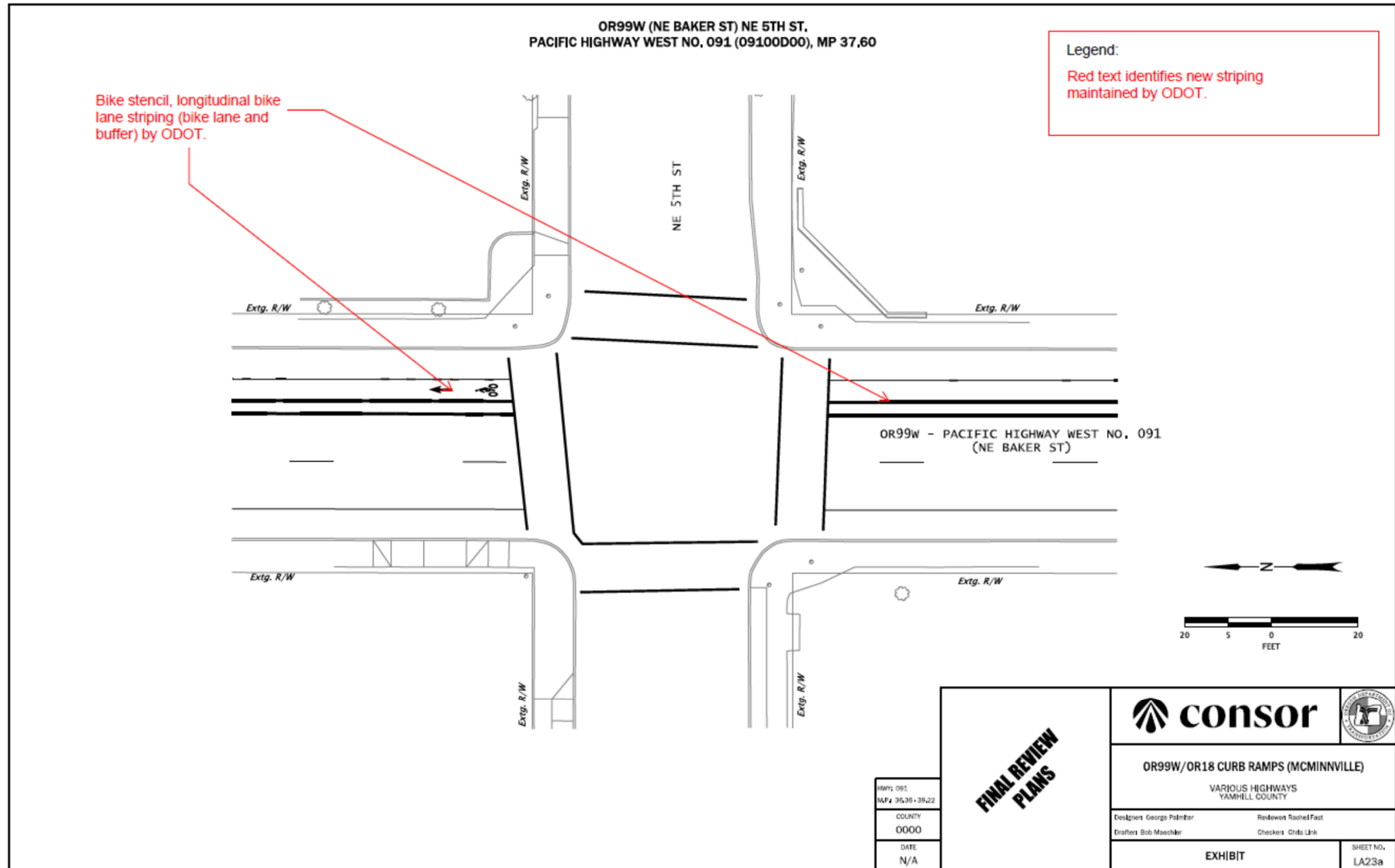


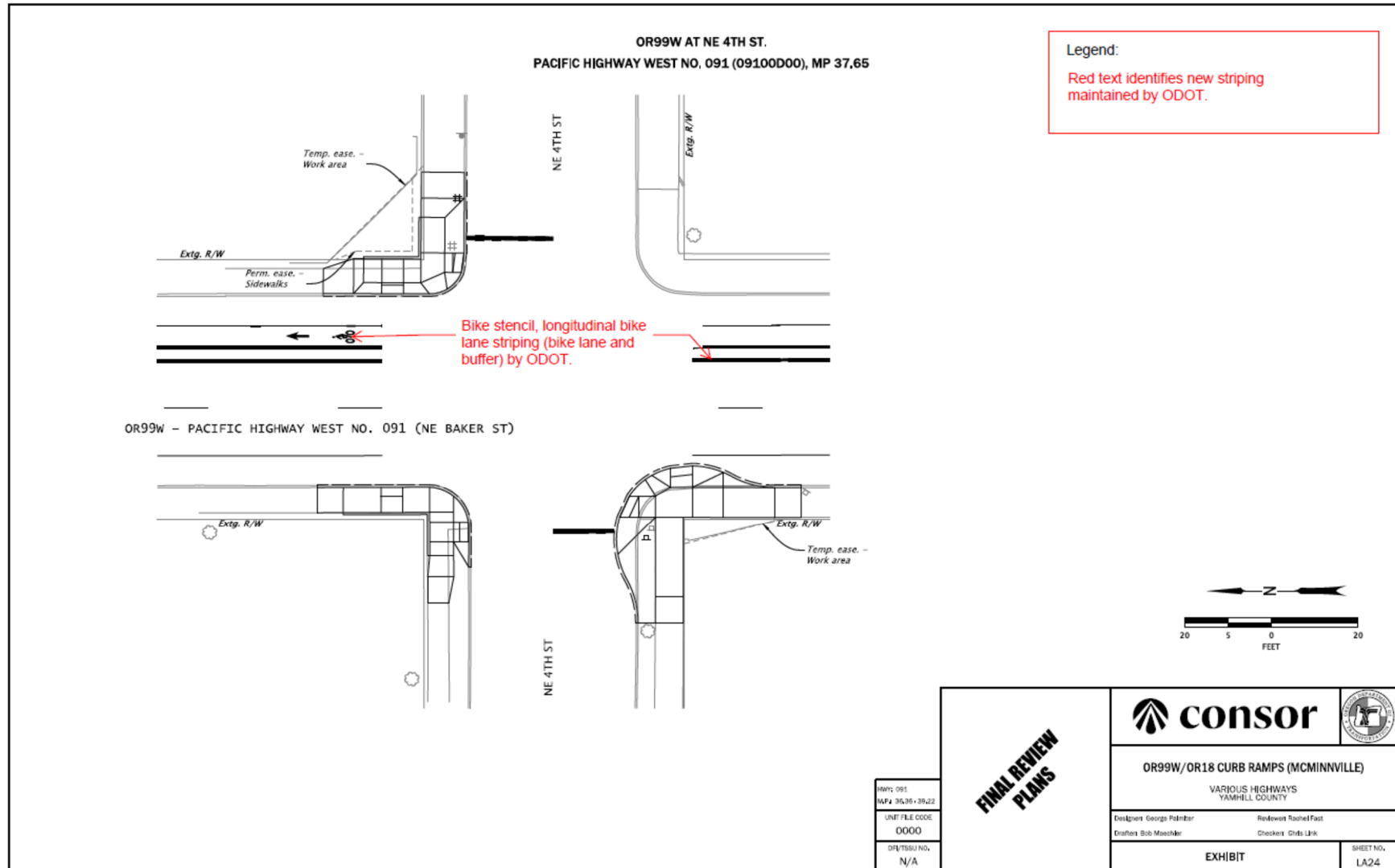
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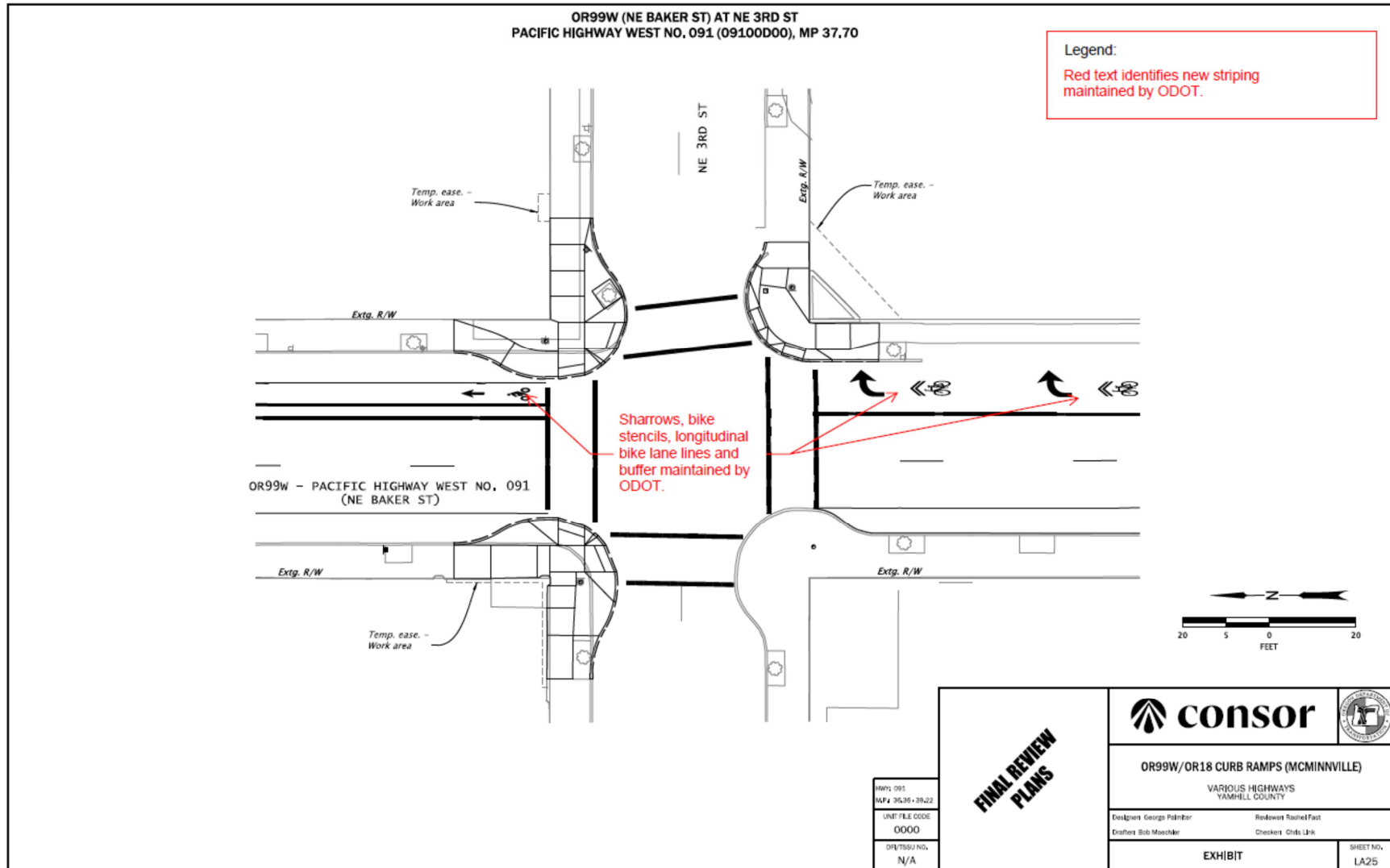


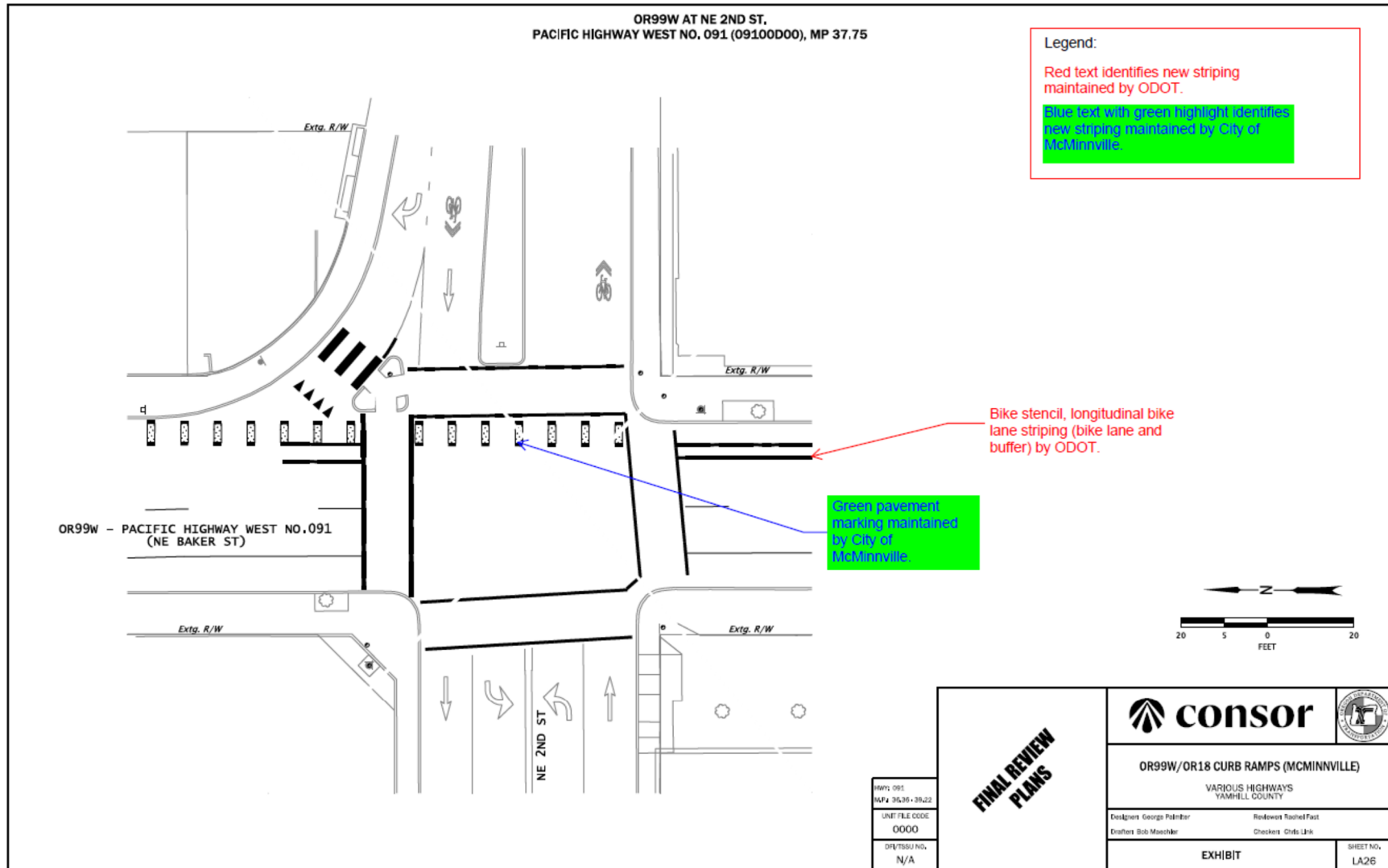


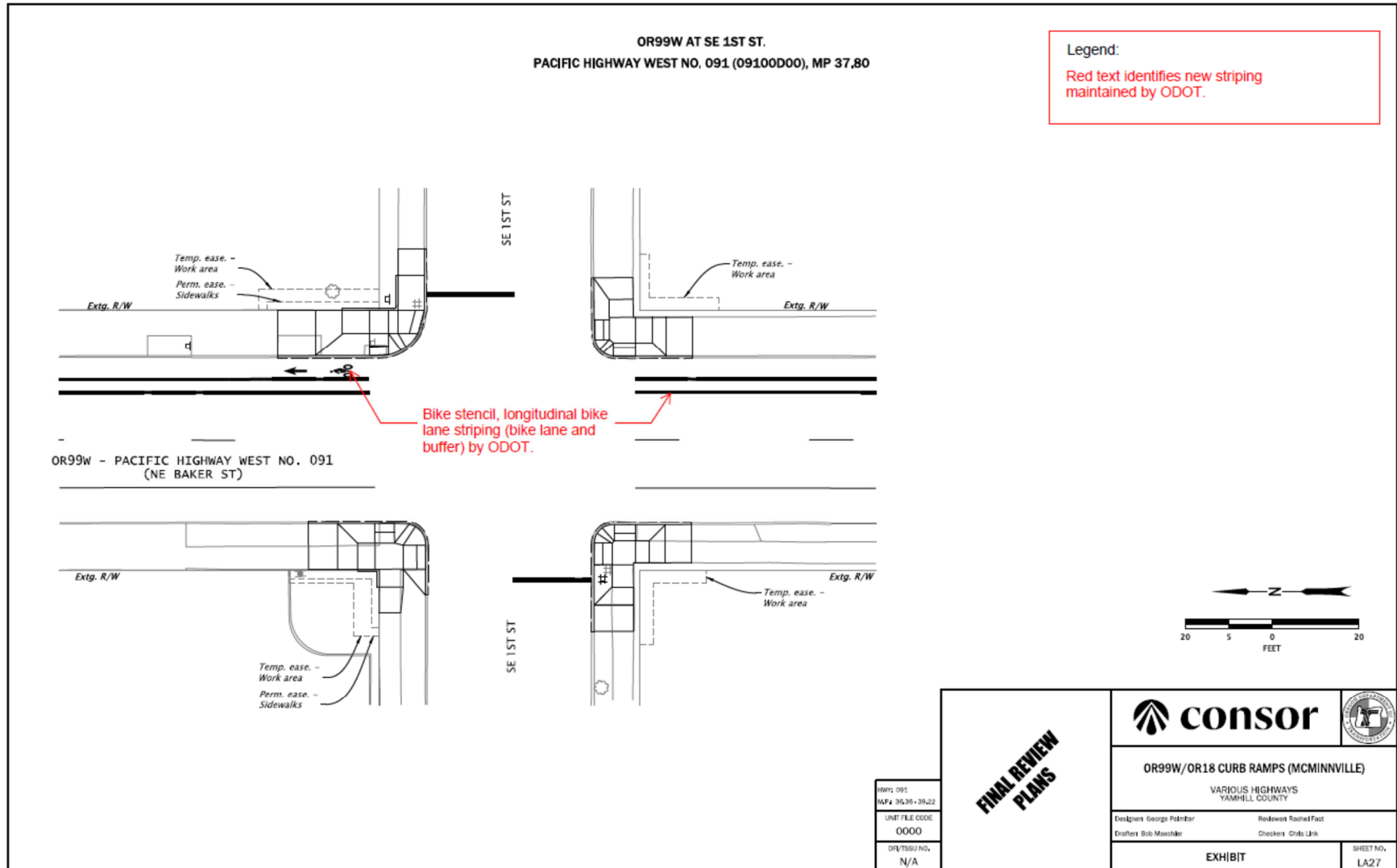




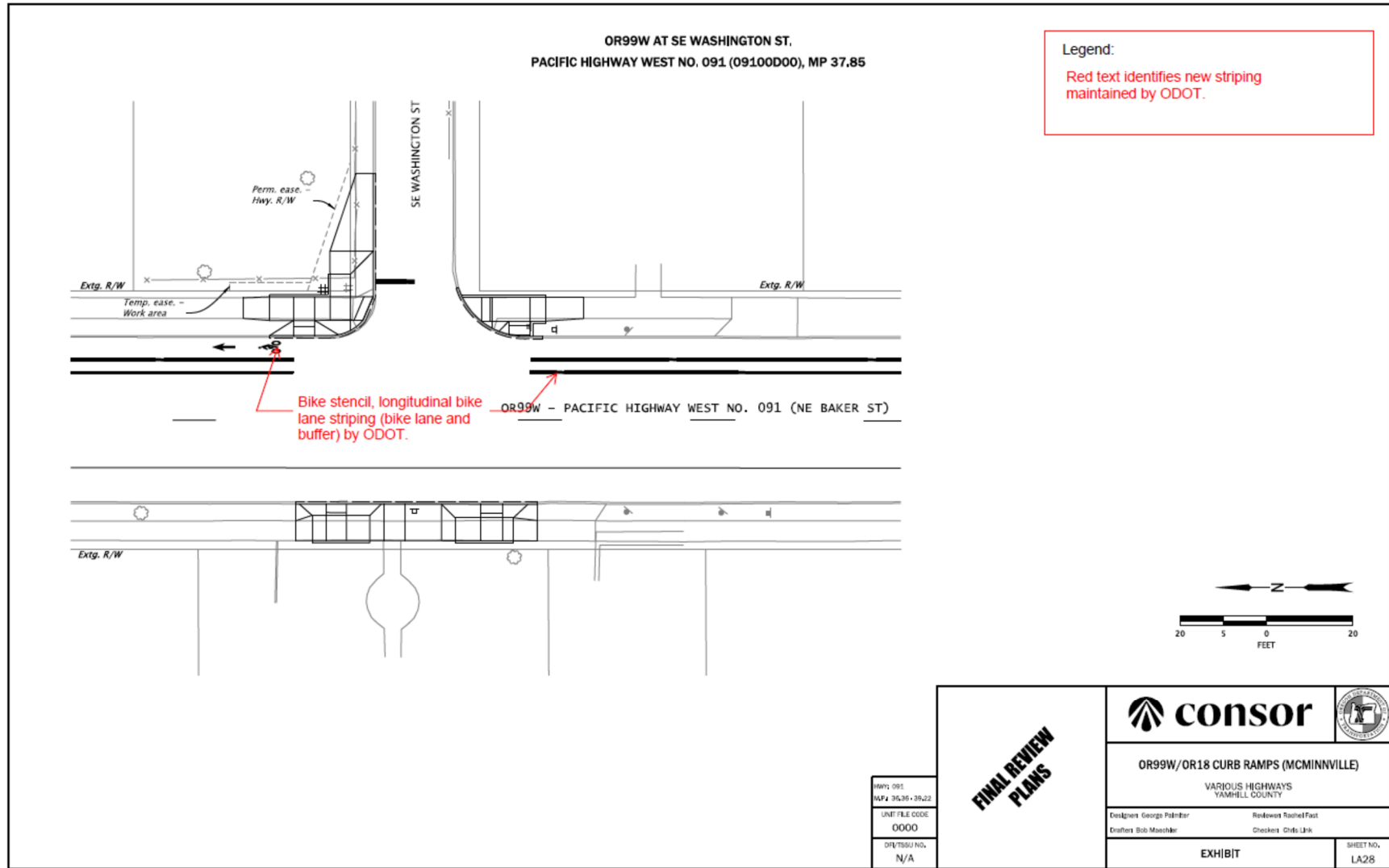


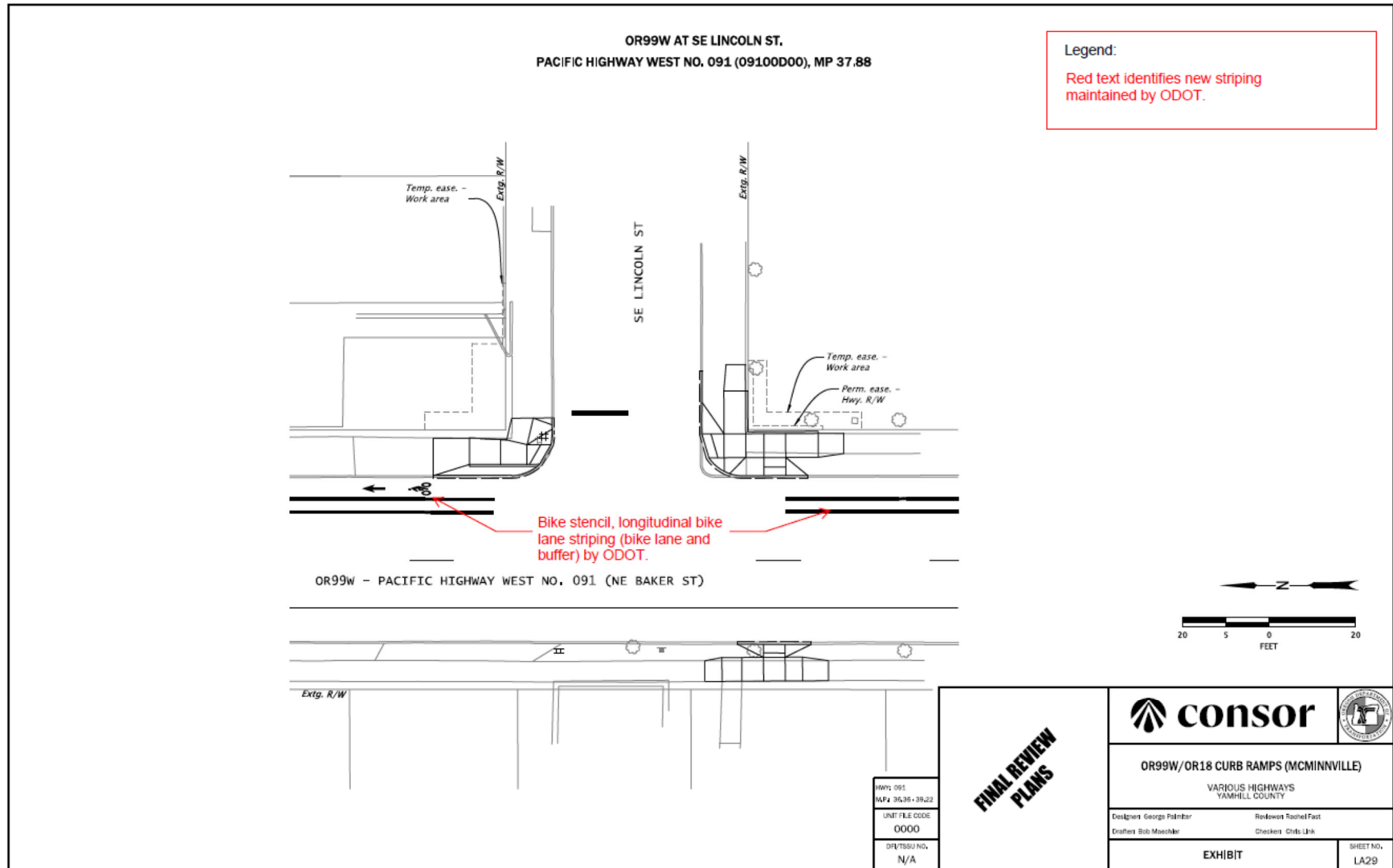


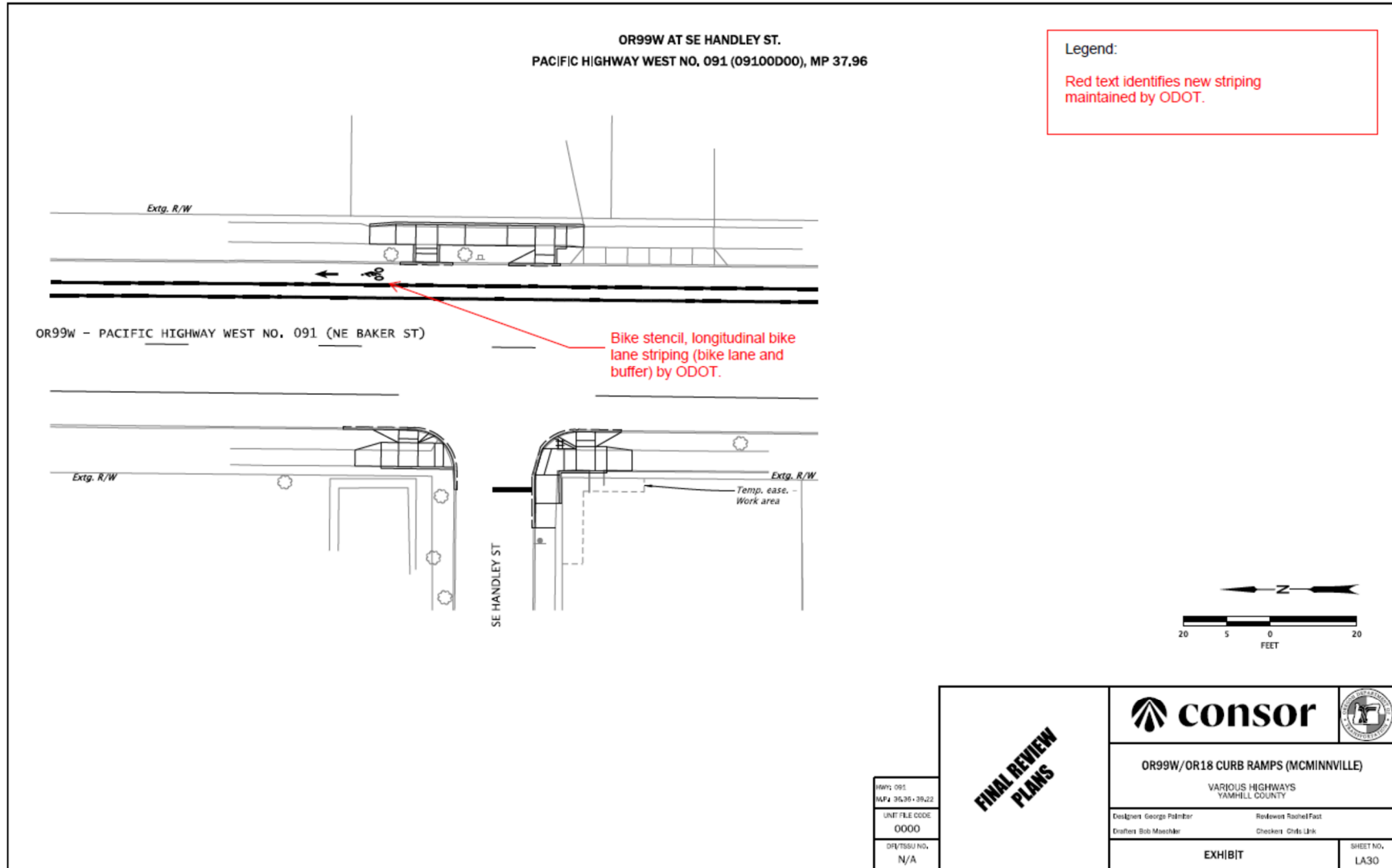


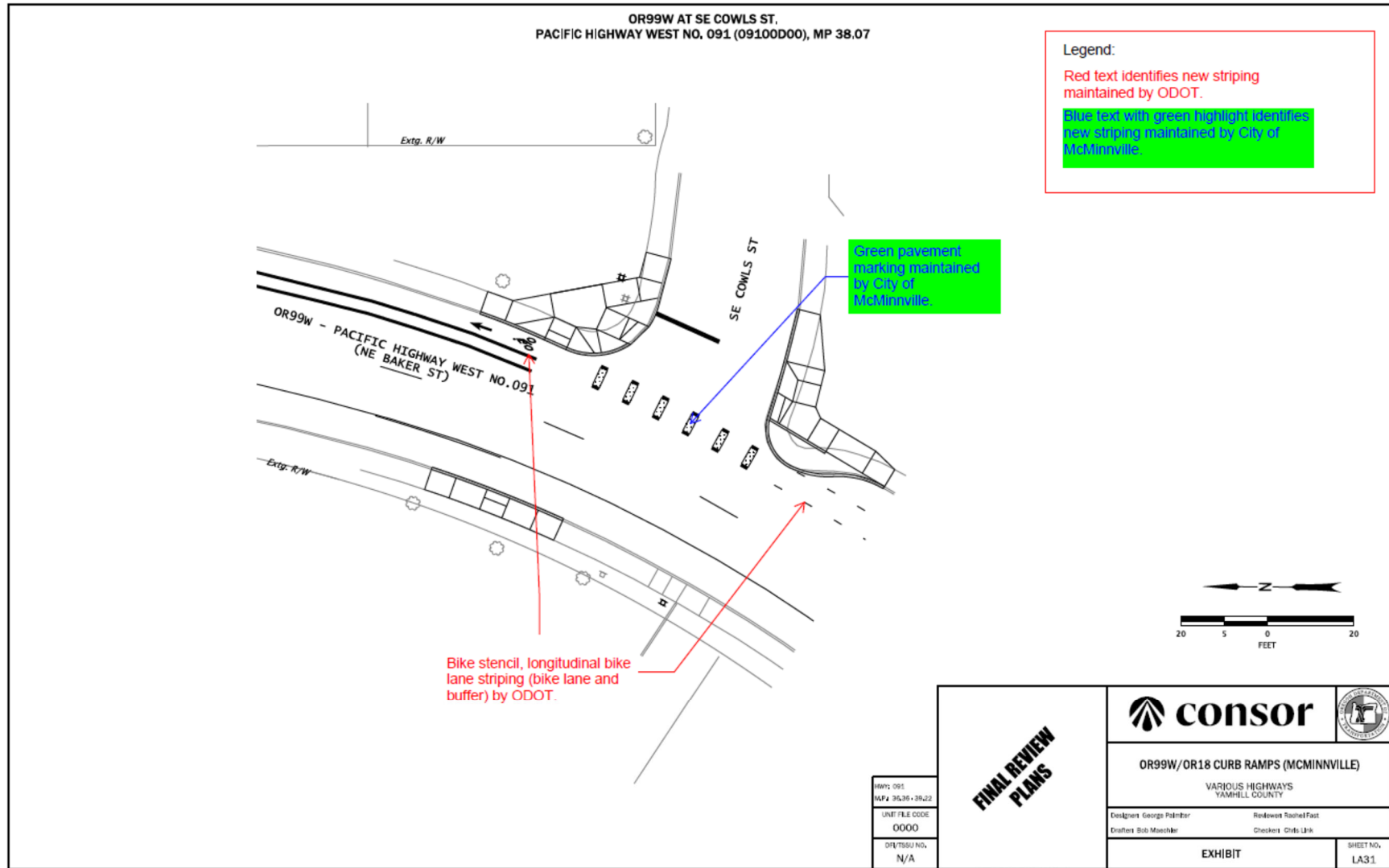












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