



CITY OF EAGLE POINT

"Gateway to the Lakes"

OREGON

EAGLE POINT CITY COUNCIL

Council Chambers
17 Buchanan Ave. South, Eagle Point, Oregon
January 10, 2017

REGULAR MEETING AGENDA

1. CALL TO ORDER – 7:00 P.M.
2. FLAG SALUTE AND INVOCATION
3. OATHS OF OFFICE
 - 3.1 Oath of Office of Bob Russell as Mayor.
 - 3.2 Oaths of Office of William Fierke, James Mannenbach and Michael Stanek as City Councilors.
4. AUDIENCE QUESTIONS OR COMMENTS CONCERNING ITEMS NOT ON THE AGENDA
5. PRESENTATIONS
6. PUBLIC HEARINGS
7. CONSENT CALENDAR
 - 7.1 Presentation of Regular Meeting Minutes of December 13, 2016.
8. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT CALENDAR
9. PRESENTATION OF BILLS TO BE PAID
10. OLD BUSINESS

If a physical accommodation is needed to participate in this meeting, please contact the City Recorder at 541-826-4212 ext. 106 or TTY/TDD 711 or 800-735-2900. Notification of at least 48 hours prior to the meeting will assist the City in providing reasonable accommodations. (28 CFR 35.102-35.104 ADA Title II).

City Council Agenda

January 10, 2017

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11. NEW BUSINESS

11.1 Election of Council President.

11.2 Appointment of Parliamentarian.

11.3 Appointment of Sergeant at Arms.

11.4 Resolution No. 2017-01. A Resolution designating City Officials and City Staff to sign checks for the City of Eagle Point's bank accounts and rescinding Resolution No. 2015-02.

11.5 Resolution No. 2017-02. A Resolution authorizing Local Agency Agreement No. 31795 Locally Delivered State Funded Project Program, Linn Road: OR 62 to Buchanan (Eagle Point) with the State of Oregon, Department of Transportation, replacing Local Agency Agreement No. 30925 in its entirety.

12. REPORTS FROM CITY COUNCIL AND CITY COMMITTEE REPRESENTATIVES

13. STAFF REPORTS

14. INFORMATION

15. EXECUTIVE SESSION PURSUANT TO ORS 192.660(2)(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

16. ADJOURN

AGENDA AND COUNCIL PACKETS ALSO AVAILABLE ON WEBSITE

www.cityofeaglepoint.org



CITY OF EAGLE POINT

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OREGON

OATH OF OFFICE

I, Bob Russell, do solemnly swear that I will support the Constitution and the Laws of the United States of America, the Constitution and Laws of the State of Oregon, the Charter and Ordinances of the City of Eagle Point, the Rules of the Council for the City of Eagle Point and that I will faithfully perform all the duties of the office of Mayor for the City of Eagle Point as now or hereafter required by law, so help me God.

Bob Russell

January 10, 2017

State of Oregon)

County of Jackson)

Signed and sworn to before me on January 10, 2017, by Bob Russell.

*Cindy L. Hughes, CMC, City Recorder
Notary Public for Oregon*



CITY OF EAGLE POINT

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OREGON

OATH OF OFFICE

I, William Fierke, do solemnly swear that I will support the Constitution and the Laws of the United States of America, the Constitution and Laws of the State of Oregon, the Charter and Ordinances of the City of Eagle Point, the Rules of the Council for the City of Eagle Point and that I will faithfully perform all the duties of the office of City Councilor for the City of Eagle Point as now or hereafter required by law, so help me God.

William Fierke

January 10, 2017

State of Oregon)
County of Jackson)

Signed and sworn to before me on January 10, 2017, by William Fierke.

Cindy L. Hughes, CMC, City Recorder
Notary Public for Oregon



CITY OF EAGLE POINT

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OREGON

OATH OF OFFICE

I, James Mannenbach, do solemnly swear that I will support the Constitution and the Laws of the United States of America, the Constitution and Laws of the State of Oregon, the Charter and Ordinances of the City of Eagle Point, the Rules of the Council for the City of Eagle Point and that I will faithfully perform all the duties of the office of City Councilor for the City of Eagle Point as now or hereafter required by law, so help me God.

James Mannenbach

January 10, 2017

State of Oregon)
County of Jackson)

Signed and sworn to before me on January 10, 2017, by James Mannenbach.

Cindy L. Hughes, CMC, City Recorder
Notary Public for Oregon



CITY OF EAGLE POINT

"Gateway to the Lakes"

OREGON

OATH OF OFFICE

I, Michael Stanek, do solemnly swear that I will support the Constitution and the Laws of the United States of America, the Constitution and Laws of the State of Oregon, the Charter and Ordinances of the City of Eagle Point, the Rules of the Council for the City of Eagle Point and that I will faithfully perform all the duties of the office of City Councilor for the City of Eagle Point as now or hereafter required by law, so help me God.

Michael Stanek

January 10, 2017

State of Oregon)
County of Jackson)

Signed and sworn to before me on January 10, 2017, by Michael Stanek.

Cindy L. Hughes, CMC, City Recorder
Notary Public for Oregon



CITY OF EAGLE POINT

"Gateway to the Lakes"

OREGON

EAGLE POINT CITY COUNCIL
17 BUCHANAN AVE. SOUTH, EAGLE POINT, OREGON

DECEMBER 13, 2016

REGULAR MEETING MINUTES

1. CALL TO ORDER – 7:00 P.M.

Mayor Russell called the meeting to order at 7:00 p.m.

Council Members Present: Bob Russell, Jonathan Bilden, Wayne Brown, Bill Fierke (via Skype), Ruth Jenks, Aaron Prunty, and Kathy Sell.

Staff Members Present: Henry Lawrence, City Administrator; Mark Bartholomew, City Attorney; Robert Miller, Public Works Director; Melissa Owens, Finance Director; Vern Thompson, Police Chief; Marc Slagle, Police Officer; Mike Upston, Planning Director; and Cindy Hughes, City Recorder.

Guests: Jackson County Commissioner Colleen Roberts, Michael Stanek, Councilor Elect; Steen Beagle, Troop 48 of Eagle Point; Millie Wewerka, Budget Committee Member and Planning Commissioner; Jerry Zieman, Budget Committee Member; Kaitlyn Haynes, Eagle Point High School; and members of the public and press.

2. FLAG SALUTE AND INVOCATION

Mayor Russell led the Pledge of Allegiance; and Jerry Zieman offered the invocation.

3. AUDIENCE QUESTIONS OR COMMENTS CONCERNING ITEMS NOT ON THE AGENDA

Steen Beagle, on behalf of Eagle Point High School Skills USA Club and Troop 48 of Eagle Point, provided a flyer with information about Christmas Tree Pickup and Recycling on January 7th (Submission No. 1). Mr. Beagle also requested and received confirmation that the City would provide information about this program in its December Utility Billing Newsletter.

Kaitlyn Haynes of Eagle Point High School provided an update on the school's Winter Formal Dance, and Winter Week with students dressing as elves, reindeer, and snowmen. Additionally, the Leadership Team is assisting in preparing Winter Turkey Baskets.

City of Eagle Point Council Meeting Minutes

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Jerry Zieman of Eagle Point invited everyone to attend the Annual Wreath Laying at Memorial Park on December 14 (wreaths provided by the FFA).

4. PRESENTATIONS

4.1 Presentation of Service Awards to Councilors Brown and Prunty.

On behalf of the City of Eagle Point and its citizens, Mayor Russell presented Councilors Brown and Prunty with plaques commemorating their service with the City of Eagle Point.

Councilor Brown's first official appointment with the City was in 1979 as a Lay Member on the Budget Committee. That was the beginning of a long journey of public service with the City. In addition to serving on the Budget Committee, Councilor Brown served as a City Councilor, Planning Commissioner, and on the Economic Development Committee (before there was an Economic Development Commission).

On a similar path, Councilor Prunty has been an active community member and began public service with the City of Eagle Point as a Parks and Recreation Commissioner in 2011, served as a Lay Member of the Budget Committee, and was elected as a City Councilor in November 2012.

4.2 Introduction of new Eagle Point Police Officer Marc Slagle.

Police Chief Thompson introduced Eagle Point's newest Police Officer, Marc Slagle. Officer Slagle, originally hailing from New York, joined the Police Department as a lateral hire from Jacksonville, Oregon.

5. PUBLIC HEARINGS

5.1 Continuation of Public Hearing to consider amending the Eagle Point Municipal Code Chapter 17.68 (Zoning - Sign Regulations) to allow certain electronic message signs.

Mayor Russell reopened the public hearing from November 22, 2016, at 7:10 p.m. and requested Mike Upston, Planning Director, to provide a report.

Mike Upston, Planning Director, reported the item originated as a request from Eagle Point High School. However, the current sign code does not allow for this type of signage. Up to the present time, different versions of Ordinances to address the sign code including electronic message signs, have been considered by the City Council, Planning Commission, and Economic Development Commission. The most significant restrictions and details about the proposed Ordinance included:

- Signage allowance in any zoning district with the exception of property intended for residential uses and the Eagle Point Town Center Plan area.
- Signage restricted from within the public right-of-way, roofs or above first floors, and no free standing signage.

City of Eagle Point Council Meeting Minutes

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- Signage limitation of 50' from adjacent property or public street (reduced from 150' as presented during the last Public Hearing); only one sign on each single-tenanted building; and multi-tenanted buildings requiring all tenants to utilize similar signage; and limited sizing of one square foot of signage for each linear foot of front wall.
- Performance standards restricting flashing/flickering of content.

Mayor Russell asked the Council if there were specific questions for Mr. Upston which resulted in discussion and clarification of:

- Area of the 50' distance from the public right of way and street, typically starting at the area behind the sidewalk or easement of a privately owned property.
- Requiring multi-tenanted properties such as the Ray's shopping area to have all tenants using signage with a sign master plan approved by the City prior to installation.
- Future consideration of one large sign for a multi-tenanted area.
- Restriction of the proposed 50' setback prohibiting the monument previously discussed for the City's use; and other businesses along Highway 62 or other areas would be required to follow the same regulations although accommodations such as a planted area within a parking lot behind the 50' setback could be considered depending on the situation.
- Other than the City and School District's interest in an electronic message board, only a small amount of interest has been expressed by businesses.
- Identification of the Town Center Plan Area, shown in pink within the Downtown area of West Main Street, Loto, Platt, Napa, etc., on the City of Eagle Point Comprehensive Plan Map in the Council Chambers (Submission No. 2). Included in the Town Center Plan Area is the D9 Administration Building, Little Butte School, and the Grange but not Hillside Elementary.

There were no additional questions, and Mayor Russell asked for public testimony in favor and opposition of the proposal but there was no public testimony. Next, Mayor Russell asked if there were additional comments.

There were comments and questions wherein Mr. Upston confirmed the City had met State noticing requirements and notice had been provided in the Upper Rogue Independent, on the City's website, and City Hall Bulletin Board. Discussion ensued about the proposed sign Ordinance being a start in changing the sign code and the Council's responsibility of determining time, place, and manner. There were other comments about the practicality for businesses and creating an Ordinance to meet a larger audience.

Mayor Russell closed the Public Hearing at 7:33 p.m.

Next, Mayor Russell reported the proposed Ordinance No. 2016-08 was scheduled later in the Agenda as Item No. 9.1 under the "Old Business" section of the Agenda. Further, there being no objection to changing the order of business, Mayor Russell asked to discuss and deliberate the proposed Ordinance No. 2016-08.

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The Council discussed and deliberated electronic signage options for the Golf Course and churches under the proposed Ordinance in addition to schools and businesses that fall within the Ordinance guidelines. Variances were also discussed to allow certain electronic reader boards; however, Attorney Bartholomew and Mr. Upston agreed that a variance would not be appropriate. A lengthy discussion continued wherein there was great support of students and schools but also support of a complete and well planned sign Ordinance. Mr. Upston concluded with a recommendation to send this item back to the Planning Commission at its first meeting in January, and to present its' findings at the Council's next regularly scheduled meeting.

As part of the previous discussion Mayor Russell had asked for a motion to adopt Ordinance No. 2016-08; however, no motion was offered on the Ordinance. Discussion continued and resulted in the following motion.

MOTION: Councilor Sell made a motion to send the Ordinance back to the Planning Commission to be readdressed, and Council President Bilden seconded the motion. During discussion, Council President Bilden asked to have the Planning Commission include the things that were discussed during the spring. Mr. Upston clarified that they would discuss whether and how to allow electronic message signs at the next Planning Commission meeting. Councilor Sell requested to keep the item moving along. There was no further discussion. Roll call: Kathy Sell, yes; Jonathan Bilden, yes; Wayne Brown, yes; Bill Fierke, yes; Ruth Jenks, yes; Aaron Prunty, yes; and Bob Russell, no. The motion passed with six yes votes and one no vote.

6. CONSENT CALENDAR

6.1 Presentation of Regular Meeting Minutes of November 22, 2016.

Mayor Russell announced the Consent Calendar. There were no questions or comments. Council President Bilden moved to approve the Consent Calendar as presented and Councilor Brown seconded the motion. There was no discussion. Roll call: Ruth Jenks, yes; Aaron Prunty, yes; Kathy Sell, yes; Jonathan Bilden, yes; Wayne Brown, yes; Bill Fierke, yes; and Bob Russell, yes. The motion passed unanimously.

7. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items considered for removal from the Consent Calendar.

8. PRESENTATION OF BILLS TO BE PAID

Mayor Russell asked if there were questions about the bills to be paid including the additional bills list. There being no questions, Council President Bilden moved to approve the Bills to be Paid in the amount of \$355,099.17 and the additional bill list in the amount of \$11,964.12 (Submission No. 3). Councilor Jenks seconded the motion. There was no discussion. Roll call: Aaron Prunty, yes; Kathy Sell, yes; Jonathan Bilden, yes; Wayne Brown, yes; Bill Fierke, yes; Ruth Jenks, yes; and Bob Russell, yes. The motion passed unanimously.

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9. OLD BUSINESS

- 9.1 Ordinance No. 2016-08. An Ordinance amending Chapter 17.68 (Zoning - Sign Regulations) of the Eagle Point Municipal Code to allow certain electronic message signs.

Ordinance No. 2016-08 was deliberated after Item No. 5.1.

10. NEW BUSINESS

- 10.1 Resolution No. 2016-51. A Resolution authorizing accepting the Abstract of Votes regarding the ballots cast in the State of Oregon General Election held Tuesday, November 8, 2016; and directing the City Recorder to issue Certificates of Election.

Cindy Hughes, City Recorder, explained that each election year the Jackson County Clerk prepares and mails an Abstract of Votes to the City's Elections Officer. Approval of Resolution No. 2016-51 formally accepts the Abstract of Votes. Additionally, the Resolution directs the City Recorder to prepare and deliver a Certificate of Election to each qualified candidate having the most votes for election. Preparation of the Certificate of Election is in accordance with Oregon Revised Statutes, and provides each candidate with a record of the election results.

Mayor Russell asked for a motion to approve Resolution No. 2016-51. Council President Bilden made a motion to approve Resolution No. 2016-51 and Councilor Prunty seconded the motion. There was no discussion. Roll call: Jonathan Bilden, yes; Wayne Brown, yes; Bill Fierke, yes; Ruth Jenks, yes; Aaron Prunty, yes; Kathy Sell, yes; and Bob Russell, yes. The motion passed unanimously.

- 10.2 Resolution No. 2016-52. A Resolution cancelling the December 27, 2016 regular meeting of the Eagle Point City Council and authorizing staff to pay the bills through January 10, 2017 or until the next City Council meeting.

Cindy Hughes, City Recorder, explained that during the month of December, a general reduction in city business traditionally allows the opportunity to cancel the second Regular Meeting of the Eagle Point City Council. Approval of Resolution No. 2016-52 authorizes cancelling the second Regular Meeting and paying the bills until the next City Council Meeting.

Mayor Russell asked for a motion to approve Resolution No. 2016-52. Council President Bilden made a motion to approve Resolution No. 2016-52 and Councilor Sell seconded the motion. There was no discussion. Roll call: Wayne Brown, yes; Bill Fierke, yes; Ruth Jenks, yes; Aaron Prunty, yes; Kathy Sell, yes; Jonathan Bilden, yes; and Bob Russell, yes. The motion passed unanimously.

- 10.3 Resolution No. 2016-53. A Resolution authorizing the purchase of a truck for Public Works.

Robert Miller, Public Works Director, reviewed the information in the agenda statement with the last Public Works vehicle purchased in 2011. However, funds are

City of Eagle Point Council Meeting Minutes

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budgeted annually in the Vehicle Replacement Fund and the total cost of the truck was budgeted at \$42,000. This pickup truck is a 4-door, 4-wheel drive, to allow transport of more than two passengers to work sites and travel in inclement conditions. Staff recommended purchasing the truck from Don Tonkin Dodge out of Milwaukie, Oregon, with the lowest quote of \$24,903. Their quote, well under the budgeted amount, was provided through the state contract with an additional \$310 for delivery.

Mayor Russell asked for a motion to approve Resolution No. 2016-53. Councilor Sell made a motion to approve Resolution No. 2016-53 and Councilor Prunty seconded the motion. There was no discussion. Roll call: Bill Fierke, yes; Ruth Jenks, yes; Aaron Prunty, yes; Kathy Sell, yes; Jonathan Bilden, yes; Wayne Brown, yes; and Bob Russell, yes. The motion passed unanimously.

11. REPORTS FROM CITY COUNCIL AND CITY COMMITTEE REPRESENTATIVES

Councilor Fierke reported the School Board meeting was scheduled for the following day.

Councilor Prunty offered his congratulations to Councilors Fierke and Stanek, as well as Mayor Russell, on the 2016 election.

Wayne Brown announced the Rogue Valley Sewer Services (RVSS) would meet on the following day, and plans to attend future Council meetings as an audience member.

Councilor Sell expressed appreciation to Councilors Brown and Prunty for their service, and welcomed the new Councilors.

Mayor Russell announced plans to attend the next Medford Water Commission meeting. Around town, Mayor Russell reported the Chamber's Tree Lighting Ceremony was enjoyable, and he invited everyone to attend the upcoming festivities at the Mill and Museum. Mayor Russell concluded by expressing his appreciation to Councilors Brown and Prunty for their service.

There were also many Christmas and holiday greetings from the Council but no other reports.

12. STAFF REPORTS

Mike Upston, Planning Director, reported there had been high permitting activity which had not slowed down as typical during the colder months. A permit is in the review process for the Barbwire Grill building, and Poppy Village is in review with a possible new restaurant. Building progress continues on the Community Bible Church, and the Golf Course lodging is currently taking reservations for next spring. As far as the Planning Commission goes, the next meeting will be held on January 17th and it will include a Public Hearing regarding electronic message boards. On a final note, Mr. Upston announced details about the Rotary Club needing volunteers to assist with holiday meal boxes.

City of Eagle Point Council Meeting Minutes

December 13, 2016

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Melissa Owens, Finance Officer, reported that the most significant Finance projects are reported in the Friday Letter. Staff is finishing projections, starting into the budget process, gathering information for consultants on the SDC Study, and the new phone system is anticipated by mid-January.

Robert Miller, Public Works Director, reported on the possibility of three new subdivisions platted by the next Council meeting. Other updates included: Final Closeout Report - Greenhills Mitigation; installation of a new 12" waterline on the 1.6 MG Tank; and the South Royal Avenue Improvement Grant presentation. Heavy competition for the grant was noted; however, the proposed improvements to Royal Avenue are safety related.

Vern Thompson, Police Chief, reported on Officer Cardenas being in Phase 3 of the third phase of training, and anticipates Officers Cardenas and Slagle will be on the road in January.

Henry Lawrence, City Administrator, announced everything to report is in the Friday Letter. Last, Mr. Lawrence expressed appreciation to Councilors Brown and Prunty, noting it had been a pleasure working with them and he hoped to see them around.

Cindy Hughes, City Recorder, concurred with Mr. Lawrence about Councilors Brown and Prunty, and welcomed the new City Councilors.

There were no other Staff reports.

13. INFORMATION

There were no information items for discussion.

14. EXECUTIVE SESSION PURSUANT TO ORS 192.660(2)(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Mayor Russell announced it was not necessary to hold the Executive Session.

15. ADJOURN

There being no further business, Mayor Russell closed the meeting at 8:15 p.m.

Respectfully submitted,

Cindy Hughes, City Recorder

ATTEST:

Robert E. Russell, Mayor

Cindy Hyatt 1-6-17

BILL LIST
1/10/2017

CHECK #	VENDOR	DESCRIPTION	AMOUNT
38066	AVISTA 1178540000	UTILITIES	\$ 978.01
38067	CENTURY LINK	UTILITIES	\$ 1,195.34
38068	CITY OF EAGLE POINT	UTILITIES	\$ 103.56
38069	EAGLE POINT HARDWARE	SUPPLIES	\$ 269.95
38070	FCS GROUP	SDC STUDY	\$ 585.00
38071	H D FOWLER COMPANY	SUPPLIES	\$ 96.00
38072	HAYS OIL COMPANY	FUEL/DIESEL	\$ 898.63
38073	HORNECKER COWLING, LLP	MUNICIPAL JUDGE - DECEMBER 2016	\$ 800.00
38074	INTERNATIONAL CODE COUNCIL, INC	BUILDING CODES	\$ 609.39
38075	JACKSON COUNTY TREASURER	UNITARY ASSESSMENTS - DECEMBER 2016	\$ 240.00
38076	MEDFORD IRRIGATION DISTRICT	WATER RIGHTS MAINTENANCE	\$ 15,628.80
38077	MEDFORD WATER COMMISSION	CONSERVATION GRANT	\$ 469.79
38078	MIKE'S COPY AND PRINTING	SUPPLIES	\$ 22.00
38079	NEILSON RESEARCH CORPORATION	WATER TESTING	\$ 56.00
38080	NEWMAN TRAFFIC SIGNS	SUPPLIES	\$ 1,350.00
38081	OFFICE DEPOT	SUPPLIES	\$ 80.98
38082	OFFICE MAX	SUPPLIES	\$ 22.07
38083	OREGON DEPT OF REVENUE	UNITARY ASSESSMENTS - DECEMBER 2016	\$ 1,008.00
38084	PACIFIC OFFICE AUTOMATION	OFFICE EQUIPMENT	\$ 292.36
38085	PACIFIC POWER	UTILITIES	\$ 14,061.13
38086	PERSONNEL SOURCE, INC	TEMP SVC-MUSEUM, HARNISH, PW - 1 WK	\$ 1,392.93
38087	ROGUE VALLEY COUNCIL OF GOVMT	BUILDABLE LANDS INVENTORY	\$ 1,015.90
38088	ROTARY CLUB OF THE UPPER ROGUE	DUES	\$ 230.00
38089	SAN DIEGO POLICE EQUIPMENT CO	SUPPLIES	\$ 1,572.83
38090	SOS ALARM	UTILITIES	\$ 120.95
38091	SOUTHERN OREGON SANITATION	UTILITIES	\$ 558.00
38092	TYLER TECHNOLOGIES	IT SUPPORT	\$ 280.00
38093	UPPER ROGUE INDEPENDENT	ADVERTISEMENT	\$ 274.65
38094	US CELLULAR/954746875	UTILITIES	\$ 1,167.45
38095	WATER RIGHT SOLUTIONS, LLC	MAPPING & FORMS	\$ 700.00
38096	YMCA	BASKETBALL REGISTRATIONS	\$ 2,780.00
			SUBTOTAL \$ 48,859.72
REFUNDS			
38061	RICHMOND, BRYSON		\$ 85.00
38062	HEACOCK, JOHN		\$ 375.78
38063	DEUTSCHE BANK TRUST		\$ 51.19
38064	SNYDER CREEK DEVELOPMENT LLC		\$ 31.29
38065	SCHAUFFLER, TRAVIS/MI		\$ 94.49
			SUBTOTAL \$ 637.75
			TOTAL \$ 49,497.47

Cindy Flynn 1-6-17

BILL LIST
12/27/2016

CHECK #	VENDOR	DESCRIPTION	AMOUNT
38020	ASANTE PHYSICIAN PARTNERS	EMPLOYMENT PHYSICAL EXAM	\$ 377.00
38021	BATTERIES PLUS BULBS #208	SUPPLIES	\$ 152.77
38022	EAGLE TOWING AND RECOVER, LLC	VEHICLE MAINT/REPAIR	\$ 65.00
38023	HAYS OIL COMPANY	FUEL/DIESEL	\$ 992.43
38024	HUNTER COMMUNICATIONS	UTILITIES	\$ 695.75
38025	J & N INVESTMENTS	EAGLE CREST OVERLOOK	\$ 26,017.02
38026	JACKSON COUNTY WATERMASTER	UTILITIES	\$ 400.00
38027	MCCLURE AND SONS, INC.	USDA WATER SYSTEM IMPROVEMENT	\$ 793,474.49
38028	MIKE UPSTON	SORED I LUNCH REIMBURSEMENT	\$ 22.55
38029	MT SHASTA SPRING WATER	SUPPLIES	\$ 83.35
38030	NEILSON RESEARCH	WATER TESTING	\$ 168.00
38031	NEOPOST USA INC	OFFICE EQUIPMENT	\$ 135.00
38032	NETWORK SERVICES COMPANY	SUPPLIES	\$ 45.00
38033	OAMR (OR ASSOCIATION OF MUNICIPAL RECORDERS)	2017 MEMBERSHIP	\$ 50.00
38034	OREGON CITY/COUNTY MANAGEMENT	2017 MEMBERSHIP	\$ 247.29
38035	PACIFIC OFFICE AUTOMATION	OFFICE EQUIPMENT	\$ 191.52
38036	PERSONNEL SOURCE, INC	TEMP SVC, HARNISH, MUSEUM PW 2 WKS	\$ 3,431.58
38037	ROSS LIVING TRUST	MAIN/STEVENS IMPROVEMENTS	\$ 2,415.75
38038	SPRINT - LD	UTILITIES	\$ 399.23
38039	TEKMANAGEMENT, INC	COMPUTER SUPPORT	\$ 66.24
38040	TYLER TECHNOLOGIES	DEC 2016 MAINTENANCE CONTRACT	\$ 280.00
38041	U S BANK	CITY CARD PURCHASES	\$ 802.86
38042	UPPER ROGUE INDEPENDENT	ADVERTISING	\$ 359.20
38043	VERIZON WIRELESS	UTILITIES	\$ 280.11
38044	WESTCOAST PIPELINE LLC	WATER SYSTEM IMPROVEMENTS	\$ 4,633.00
SUBTOTAL			\$ 835,785.14

REFUNDS

38045	ANDREWS, JOSEPH/SONYA		\$ 9.37
38046	BIERAUGEL, RONALD		\$ 7.44
38047	COKER, DONALD		\$ 23.48
38048	DAVISON, MARISSA		\$ 10.61
38049	GRISSOM, GREG		\$ 17.05
38050	OPHUS, TONJIE		\$ 164.61
38051	PETRIE, VINCE		\$ 81.40
SUBTOTAL			\$ 313.96

TOTAL \$ 836,099.10

QHR
1/3/17
D
1/3/17

Cindy Hyatt 1-6-17

12/27/2016
ADDITIONAL BILLS

<u>CHECK #</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
38056	EAGLE POINT SENIOR CENTER	2016/2017 BUDGETED DONATION	\$ 4,000.00
38057	MEDFORD WATER COMMISSION	WATER CONSUMPTION	\$ 16,453.37
38058	MEDFORD WATER COMMISSION	CONSERVATION SURCHARGE FOR GRANT	\$ 4,697.90
38059	NEOFUND BY NEOPOST	POSTAGE	\$ 2,046.30
38060	PERSONELL SOURCE	TEMP SERVICE	\$ 1,682.78

SUBTOTAL \$ 28,880.35

Regular Bill list \$ 836,099.10

GRAND TOTAL \$ 864,979.45

RHR
1/3/17

A 1/3/17

**BUSINESS OF THE CITY COUNCIL
EAGLE POINT, OREGON**

AGENDA STATEMENT

Item Number: 11.4

Meeting Date: January 10, 2017

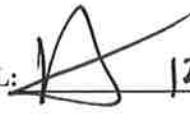
ITEM TITLE: Resolution No. 2017-01. A Resolution designating City Officials and City Staff to sign checks for the City of Eagle Point's bank accounts and rescinding Resolution No. 2015-02.

SUBMITTED BY: Melissa Owens, Finance Officer

SUMMARY EXPLANATION: In the event a new Council President is elected, Resolution No. 2017-01 should be approved to authorize individuals to sign checks for the City of Eagle Point's bank accounts. Banking institutions require the City to designate by Resolution, the City officials and employees authorized to sign checks on behalf of the City. If Resolution No. 2017-01 is approved, it will rescind Resolution No. 2015-02 as it will contain outdated information.

If a new Council President is not elected, action on Resolution No. 2017-01 will not be necessary and Resolution No. 2015-02 will remain in effect. In accordance with the City of Eagle Point Charter of 1997, the Mayor (or the Council President or Council member in the Mayor's absence) shall sign all orders on the City treasury and the City Administrator shall countersign all orders on the City treasury.

APPROVED FOR SUBMITTAL:

 12/29/14

Henry Lawrence, City Administrator

STAFF RECOMMENDATION: Approval of Resolution No. 2017-01 is recommended unless it is determined to be unnecessary.

RESOLUTION NO. 2017-01

A RESOLUTION AUTHORIZING DESIGNATED CITY OFFICIALS AND CITY STAFF TO SIGN CHECKS FOR THE CITY OF EAGLE POINT'S BANK ACCOUNTS AND RESCINDING RESOLUTION NO. 2015-02.

WHEREAS, in accordance with the City of Eagle Point Charter of 1997, the Mayor (or the Council President or Council member in the Mayor's absence) shall sign all orders on the City treasury and the City Administrator shall countersign all orders on the City treasury; and

WHEREAS, banking institutions require the City to designate by Resolution, the City officials and employees authorized to sign checks on behalf of the City; and

WHEREAS, the City of Eagle Point, Resolution No. 2015-02 dated January, 13, 2015, previously designated and authorized specific individuals to sign checks on behalf of the City of Eagle Point; and

WHEREAS, since that time, one or more changes to the list of individuals designated to sign checks for the City of Eagle Point's bank accounts has occurred; and

WHEREAS, to meet the requirements of banking institutions, the new list of individuals shown below should be authorized to sign checks for the City of Eagle Point's bank accounts; and

WHEREAS, Resolution No. 2015-02 should be rescinded as it contains outdated information.

Now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE POINT, OREGON, THAT:

1. The following individuals are authorized to sign checks drawn on the City of Eagle Point's bank accounts:

Mayor – Robert Russell

Council President –

City Administrator – Henry Lawrence

Finance Officer – Melissa Owens

2. The City of Eagle Point, Resolution No. 2015-02 dated January 13, 2015, is hereby rescinded.

Passed in open session on the 10th day of January, 2017.

Robert E. Russell, Mayor

ATTEST:

Cindy Hughes, City Recorder

**BUSINESS OF THE CITY COUNCIL
EAGLE POINT, OREGON
AGENDA STATEMENT**

Item Number: 11.5
Meeting Date: January 10, 2017

ITEM TITLE: Resolution No. 2017-02. A Resolution authorizing Local Agency Agreement No. 31795 Locally Delivered State Funded Project Program, Linn Road: OR 62 to Buchanan (Eagle Point) with the State of Oregon, Department of Transportation, replacing Local Agency Agreement No. 30925 in its entirety.

SUBMITTED BY: Robert Miller, Public Works Director (541) 826-4212 ext. 105

SUMMARY EXPLANATION: The City was successful in obtaining a grant through Oregon Department of Transportation (ODOT) for the Linn Road Improvements project. The project proposes 6-foot bikes lanes, 6-foot sidewalks, curb and gutters, a new drainage system, pedestrian scale lighting, and a planted median from just west of De Anjou Avenue to the Buchanan Avenue/Linn Road/Loto Street intersection. The pedestrian scale lighting would extend to Highway 62, and the box culvert over Linn Road will be replaced to facilitate full bicycle and pedestrian traffic.

The total project cost is estimated at \$2,098,000, originally funded from the Multimodal Transportation Enhance Program (MTEP) up to \$1,882,000 from both state and federal funds. The City approved ODOT Local Agency Agreement No. 30925 for this new program in September of 2015. The City's required match due to federal funds was estimated at \$216,000, or 10.30 percent.

At the beginning of 2016, ODOT began the process of a draft Request for Qualifications (RFQ) to begin design work. ODOT was above their funding limit for consultant design services, and as such, all RFQs by ODOT would require the lengthy Department of Justice process for the contract. In contrast, the E. Main Street/Stevens Road RFQ (now in design) was able to be initiated by ODOT under an expedited process.

In May of 2016, ODOT presented a new program that would allow more flexibility and control for the City of Eagle Point with the potential of cost savings for schedule and design services, and right of way and construction of the Linn Road Project. ODOT selected the Linn Road Improvements for the new State Funded Local Project (SFLP) program, with a decision in December of 2016. The new Local Agency Agreement No. 31795 allows for a funds exchange, whereby all of the federal funds would be converted into state only funds at 94 percent, and thereby avoid many of the federal processes required of a federally funded project. The City would be able to select and have more involvement in the engineering services, the design, right of way, and construction; and would be administered like the previous Surface Transportation Program (STP). The SFLP program is on a reimbursement basis up to the stated agreement amount. Any additional costs for the project are the responsibility of the City.

Agenda Item No. 11.5

Page 2 of 2

Initially, ODOT stated the funds exchange through the new SFLP program would not require additional funding to the project from the City. The Local Agency Agreement No. 31795 as presented provides \$1,769,080 in funding, or a required match of \$328,920. While it is anticipated the City's administration of design, right of way, and construction will provide a cost savings to the overall project, the Agreement as proposed requires an additional match of \$112,920. With approval of the Local Agency Agreement No. 31795, staff would advertise the Linn Road RFQ for consultant engineering services. If the original Local Agency Agreement No. 30925 was maintained, ODOT would begin the project as a federal project under federal guidelines, delaying the project schedule.

With the delays to the project schedule and revised project funding, the City requested ODOT to provide the environmental services for the project. As a state agency, ODOT has streamlined environmental processes that could potentially reduce lead times and project costs for environmental permitting. Permits will be required from the Department of State Lands and Army Corps of Engineers for improvements related to the existing box culvert. ODOT has tentatively agreed, and staff is awaiting a firm commitment from ODOT to provide environmental services.

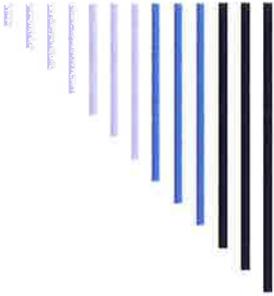
Staff recommends approval of Local Agency Agreement No. 31795.

APPROVED FOR SUBMITTAL:  _____
Henry Lawrence, City Administrator

STAFF RECOMMENDATION: Approval.

ATTACHMENTS: Attachment No. 1 – ODOT State Funded Local Projects

Attachment No. 1
ODOT State Funded Local Projects



State Funded Local Projects

An alternate option for Federal-aid
local project delivery in Oregon



Contents

3. Executive Summary

4. Overview

- SFLP vs. STP Fund Exchange

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- 2015-18 STIP Projects

6. Process & Rationale

- Project Steps
- Applying State Funds to Local Projects
- State Funds for STP-Urban and TAP Funds
- Applying Exchanged Funds to State Projects

8. State and Local Agency Deliverables

9. Program Administration

Executive Summary

- **State Funded Local Projects (SFLP)** is a process for the 2015-18 STIP to provide state funds for federal projects selected under ODOT or Transportation Management Area (TMA) funding programs.
- **Eligible Projects** are those selected through All Roads Transportation Safety (ARTS), Enhance, Local Bridge, and Active Transportation Discretionary. A portion of Surface Transportation Program Urban (STP-U) and Transportation Alternatives Program (TAP) funds are also eligible for state funding.
- **All local agencies are eligible for state funding**, subject to certain limitations. Agencies *outside* of TMAs can state fund projects up to \$5 million in total cost. Agencies *inside* TMAs can state fund projects up to \$1 million in total cost.
- **Federal-aid projects not eligible for state funding** must be delivered as federal projects by either a certified agency or by ODOT.
- **SFLP is similar to the current STP Fund Exchange process** in that ODOT provides 94 cents on the dollar up to the state share of project costs.
- **SFLP is different from the current STP Fund Exchange** in that state funding is provided to a specific project selected through ODOT or TMA processes instead of a general allocation to agencies. state funds are spent first, followed by local agency funds if needed. Local agencies must complete a Final Inspection Form with their LAL at project closeout, plus:
 - ◆ ARTS Projects: Final Cost and As-Constructed Drawings
 - ◆ Bridge Projects: Same as ARTS plus Structural Analysis Information, Foundation Report, Hydraulic Report including Scour Analysis, Pile Records, and Final Load Rating
- **SFLP does not change or replace the current STP Fund Exchange process.**



**East Fork Silvies River Bridge,
Harney County (2016)**

*Bridge replacement project
selected for state funding*

Contacts

For project-level questions or to discuss delivery options, contact your region Local Agency Liaison. For questions about the contents of this guide or State Funded Local Projects generally, contact the following ODOT staff:

Scott Adams, PE

Local Agency Liaison, SW Area
541.957.3636 | scott.adams@odot.state.or.us

Cole Grisham, AICP

Local Public Agency Coordinator
503.986.3531 | nicholas.grisham@odot.state.or.us

Overview

ODOT initiated a new process in 2016 called State Funded Local Projects (SFLP), in which state funds are provided in exchange for federal funds on certain local projects. Eligible projects have been selected through Active Transportation Discretionary, All Roads Transportation Safety (ARTS), Enhance, and Local Bridge processes. A limited number of local projects funded with Surface Transportation Program Urban (STP-U) and Transportation Alternatives Program (TAP) are also eligible.

While similar to the Surface Transportation Program (STP) Fund Exchange process, SFLP will have different processes, deliverables, and expectations. This guide outlines:

- The difference between SFLP and STP Fund Exchange
- Agency and project eligibility
- The state funding process and rationale
- Project deliverable
- Roles and responsibilities
- Region and Headquarters contacts

State Funded Local Projects vs. STP Fund Exchange

The [STP Fund Exchange system](#) is an 'allocation-based' program available to some agencies. STP Fund Exchange allows all counties and some cities to exchange each dollar of Federal STP funds they receive for 94 cents in state funds. Local agencies can then design and construct transportation projects as they see fit in compliance with applicable state laws. Agencies in Portland, Salem, and Eugene Transportation Management Areas (TMAs) are not currently eligible for STP Fund Exchange.

SFLP is 'project-based' and potentially available to all agencies. Local agencies apply for project funding under the respective program following the current selection process for each, including preparing a local match. If selected, ODOT will exchange the federal share of eligible projects with state funds internally at 94 cents on the dollar. The local agency will then be reimbursed for project costs as they accrue, up to the state share. The invoiced costs cannot exceed the state share. Any costs over the state share will be the responsibility of the local agency, either through local match or additional local funds. Any project savings will be returned to the respective funding source and redistributed to other projects as needed.

Unlike STP Fund Exchange, which provides local agencies state funds to construct any transportation project they see fit, SFLP is for specific projects selected through ODOT-managed funding programs.

Agency and Project Eligibility

All cities and counties in Oregon are eligible to use SFLP on ARTS, AT Discretionary, Enhance, and Local Bridge funded projects, with some limitations. The graphic below outlines agency and project eligibility for SFLP projects.

LPAs <i>outside</i> TMAs	LPAs <i>inside</i> TMAs	TMAs
<ul style="list-style-type: none">• Projects up to \$5M in total cost• Project must have been selected by ARTS, AT Discretionary, Enhance, or Local Bridge funding program	<ul style="list-style-type: none">• Projects up to \$1M in total cost• Project must have been selected by ARTS, AT Discretionary, Enhance, or Local Bridge funding program	<ul style="list-style-type: none">• STP-Urban & TAP Funds only• \$12.7M Total (Portland)• \$3.3M Total (Salem)• \$1.4M Total (Eugene)• TMA determines which project to apply state funds

Figure 1: Agency and Project SFLP Eligibility

Agencies outside of TMAs can state fund projects under \$5 million. There is no ceiling on how many projects outside the TMAs may be exchanged. Agencies located inside of a TMA may exchange projects with a total cost under \$1 million. Projects over \$1 million in a TMA will be delivered by a certified local agency or ODOT.

Portland, Salem, and Eugene TMAs can also exchange \$12.7, \$3.3, and \$1.4 million of their STP-Urban and Transportation Alternatives Program (TAP) funds for the 2015-18 STIP cycle, respectively. The TMA has discretion over which projects to exchange. SFLP funding parameters for 2019-21 STIP projects and beyond may vary. Contact ODOT's Program and Funding Services for further details.

2015-2018 STIP Projects

All projects in the 2015-18 STIP cycle are potentially eligible. Projects must have been selected by one of the eligible funding programs and be within the cost parameters outlined above. In addition:

- Projects that have not started preliminary engineering may get funds if the project meets eligibility for State gas tax funds (i.e., inside the public right of way) and is not on state right of way
- Projects that have started a phase with federal funds must complete the given phase. Following phases may be eligible for state funding as long as federal commitments from prior phases are maintained.
- All other projects will remain federal.

In some situations, projects that appear to meet the criteria above will not qualify for SFLP. Examples include projects with legacy federal funds that can only be used for a certain purpose, such as Scenic Byways or TIGER grants. Projects with a mixture of funding types other than the four included in expanded fund exchange will likely not qualify. ODOT will make the final determination of what project and funding types are eligible.

Process and Rationale

Project selection processes will not change under SFLP. ODOT will instead state fund the federal share of eligible projects following the project selection phase. This section describes how state funding will be applied to selected projects. ODOT developed the funding process based on the following assumptions:

- All projects are scoped as federal
- Projects can be delivered more efficiently with state versus federal funds
- State dollars are spent first (up to state share), followed by local funds if needed
- ARTS and Local Bridge are different from Enhance¹

Project Steps

The table below show the typical process for selecting, initiating, and closing out a SFLP project.

1	Region LAL & local agency determine project eligibility
2	If not on a prior-approved SFLP project list, contact Program Funding & Services
3	LAL receives written request from local agency for project participation in SFLP
4	LAL requests approval to initiate IGA through email to PFS Manager
5	LAL Initiates IGA through agreement request system; works with LPA to execute
6	LAL requests programming of state funds from Program Funding & Services
7	PFS Manager signs approval document, sets up EA, & provides LAL with information
8	LAL provides notice to proceed to local agency
9	Region processes invoices and monitors project as outlined in IGA
10	At project completion, LAL & local agency conduct project walkthrough and confirm receipt of required documents

Table 1: Project Steps

Applying State Funds to Local Projects

Table 2 on the next page shows example projects with a total project cost of \$2 million selected under Local Bridge (AT Discretionary and ARTS follow the same process) and Enhance processes. the "Awarded" row shows the total cost, expected federal share, and local share. The "Exchange" row shows the state dollars to be provided and the resulting local contribution under SFLP. No local match will be collected for SFLP projects but the local agency is assumed to be able to pay the local share if needed. Any project savings will be returned to the respective funding source.

¹ARTS and Local Bridge vs. Enhance: ARTS, Local Bridge, and Enhance all provide federal dollars to build transportation projects but each serves a distinct purpose. The SFLP process is therefore slightly different for ARTS and Local Bridge compared to Enhance. ARTS projects mitigate hotspot and systemic crash locations without respect to jurisdiction. Local Bridge provides federal dollars for necessary lifeline and system projects. In other words, ARTS and Local Bridge are not discretionary funding sources. In contrast, Enhance shares federal funds while leveraging local funds to build desired projects. Enhance is a competitive and discretionary funding source handled differently under SFLP.

Example Bridge Project (Selection and Exchange)					
	Total	Federal Share (89.73%)	Min. Req. Local Match	Local Overmatch	Total Local \$
Awarded	\$2,000,000	\$1,794,600	\$205,400	N/A	\$205,400
		State Share (94% of Federal Share)			
Exchange	\$2,000,000	\$1,686,924	\$205,400	N/A	\$313,076

Table 2: The Local Bridge project was selected at \$2 million in total cost. FHWA provides \$1.7 million and the local agency provides \$205,400. Under SFLP, the state pays all project costs up to 94% of the federal share. If the agency delivers the project for \$1.68 million or less, no local funds are used.

Example Enhance Project (Selection and Exchange)					
	Total	Federal Share (89.73%)	Min. Req. Local Match	Local Overmatch	Total Local \$
Awarded	\$2,000,000	\$1,000,000	\$102,700	\$897,300	\$1,000,000
		State Share (94% of Federal Share)			
Exchange	\$2,000,000	\$940,000	\$102,700	\$897,300	\$1,060,000

Table 3: The Enhance project was selected at \$2 million in total cost with the agency providing an additional match of \$897,000 beyond the 10% required, making the project more competitive in the selection process. This results in a federal-local ratio of 50:50. Under SFLP, since Enhance is discretionary, overmatch is still allowed and the state will reimburse based on the federal-local ratio. In the case above, the state would pay 50 cents for every dollar invoiced, up to the state share. Any additional costs beyond the state share will be the responsibility of the local agency

State Funds for TAP and STP Urban Funds

TAP and STP Urban funds in TMAs will follow a different process since ODOT does not manage the selection processes for these funds. Contact ODOT's [Program and Funding Services Unit](#) for further guidance.

Applying Exchanged Federal Funds to State Projects

When state funds are applied to a project, the federal funds are then returned to the funding program (Bridge) or region (Enhance and ARTS). Returned federal funds are the responsibility of the program or region to obligate according to the funding obligation matrix. Enhance funds return to the Region Enhance Financial Plan, ARTS funds return to the Region financial plan, and Local Bridge funds return to the State Bridge financial plan.

Consider an ARTS project in Region 2 costing \$1,000,000. The project is exchanged and the local agency gets \$940,000 in state funds to complete the project. Region 2 receives the \$1 million in federal funds to their financial plan and is responsible for its obligation for the year the funds were exchanged. Federal funds returned to the other applicable funding programs should follow the same process.

State and Local Agency Project Deliverables

Unlike the current STP Fund Exchange system, ODOT manages project selection for SFLP projects. ODOT will therefore provide scoping notes and additional project documentation to local agencies at project initiation.

Local agencies will provide ODOT with certain documents at project closeout. Providing final documentation ensures the project built meets program goals and that ODOT has sufficient information for future inspection as applicable. The figure below shows the documents required at project initiation and closeout (also shown in the "Agency Obligations" section of the project's intergovernmental agreement).

Provided at Project Closeout
<ul style="list-style-type: none">• Final inspection form• Final Cost• As-Constructed Drawings• If ARTS project, same as above plus:<ul style="list-style-type: none">• Structural Analysis Information (if applicable)• If Bridge project, same as ARTS plus:<ul style="list-style-type: none">• Foundation Report• Hydraulic Report including Scour Analysis• Pile Records• Final Load Rating

Table 4: ODOT and local agency deliverables for SFLP projects. Additional documents may be required if project is on a state facility, environmental commitments exist, and/or the project was federally funded in preliminary engineering phase but not construction.

Program Administration

SFLP decision making and administrative roles are outlined in the table below from individual project-level management through long term oversight.

Project	Local agencies are responsible for day-to-day management of SFLP projects.
Portfolio	ODOT Region project delivery staff are responsible for identifying SFLP projects in their regions and advising local agencies on the SFLP process.
Program	ODOT's Program and Funding Services Manager has final approval authority for SFLP project funding and is the primary point of contact for program-level questions.
Oversight	ODOT's Local Project Leadership Team provides ongoing oversight and policy-making for the SFLP process.

Table 5: SFLP Roles and responsibilities.

Contacts

- For questions about individual, contact the appropriate [Region local project delivery staff member](#).
- For questions about the SFLP funding, contact the [Program Funding and Services Manager](#).

For questions about the contents of this guide or State Funded Local Projects generally, contact the following ODOT staff:

Scott Adams, PE

Local Agency Liaison, SW Area
541.957.3636 | scott.adams@odot.state.or.us

Cole Grisham, AICP

Local Public Agency Coordinator
503.986.3531 | nicholas.grisham@odot.state.or.us

RESOLUTION NO. 2017-02

A RESOLUTION AUTHORIZING LOCAL AGENCY AGREEMENT NO. 31795 LOCALLY DELIVERED STATE FUNDED PROJECT PROGRAM, LINN ROAD: OR 62 TO BUCHANAN (EAGLE POINT) WITH THE STATE OF OREGON, DEPARTMENT OF TRANSPORTATION, REPLACING LOCAL AGENCY AGREEMENT NO. 30925 IN ITS ENTIRETY.

WHEREAS, State and Federal funding was originally programmed through the Multimodal Transportation Enhance Program (MTEP) through the Oregon Department of Transportation (ODOT), and

WHEREAS, Bicycle, pedestrian, and pavement improvements along Linn Road from Highway 62 to Buchanan Avenue are a high priority for the City, and

WHEREAS, Eagle Point was awarded a grant for the Linn Road: OR 62 to Buchanan project for MTEP Funds up to \$1,882,000 from ODOT through the Rogue Valley Area Commission on Transportation (RVACT), and

WHEREAS, the total project cost is estimated at \$2,098,000 for all phases of Design, Right of Way, and Construction, and

WHEREAS, the project is programmed in the 2015-18 Statewide Transportation Improvement Program (STIP), and

WHEREAS, ODOT selected the Linn Road: OR 62 to Buchanan (Eagle Point) to be a part of the new State Funded Local Projects (SFLP) program to provide more flexibility and control of Design, Right of Way, and Construction by the City, and

WHEREAS, the SFLP program exchanges federal funds into state funds at a rate of 94 percent, similar to the Surface Transportation Program (STP);

WHEREAS, Eagle Point is responsible for the funds exchange match of 6 percent, in addition to the matching federal funds at 10.30 percent, and the any costs in excess of the available funding, estimated at \$328,920;

WHEREAS, approval of Local Agency Agreement No. 31795 will allow the City to advertise the Request for Qualifications (RFQ) to select consultant services to begin design.

Now, therefore,

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**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE POINT,
OREGON, THAT:**

1. The City is authorized to sign Local Agency Agreement No. 31795 Locally Delivered State Funded Project Program, Linn Road: OR 62 to Buchanan (Eagle Point) with the State of Oregon, Department of Transportation, replacing Local Agency Agreement No. 30925 in its entirety

Passed in open session on the 10th day of January, 2017.

Robert E. Russell, Mayor

ATTEST:

Cindy Hughes, City Recorder

LOCAL AGENCY AGREEMENT
Locally Delivered State Funded Project Program
LINN ROAD: OR 62 TO BUCHANAN (EAGLE POINT)

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 "State;" and the City of Eagle Point, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
2. Crater Lake Highway (OR 62) is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). Linn Road and Buchanan Avenue are a part of the city street system under the jurisdiction and control of Agency.
3. State has determined that Agency is eligible for State funds for the work to be performed under this Agreement through the Locally Delivered State Funded Project Program.

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. This Agreement shall supersede and replace Agreement No. 30925 in its entirety. Agreement No. 30925 will terminate upon the execution of this Agreement.
2. State and Agency agree to fund and Agency to design and construct roadway improvements on Linn Road from OR 62 to Buchanan Avenue to include improvements to the bicycle and pedestrian facilities, storm drainage system, illumination and replacement or widening of the box culvert over the Buchanan Channel, hereinafter referred to as "Project." The location of the Project is as shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
3. The total Project cost for the work to be performed under this Agreement is estimated at \$2,098,000.00, which is subject to change. The federal share of the total Project cost is \$1,882,000.00.

- a. Per the fund exchange ratio of \$0.94 state dollars for \$1.00 federal dollars, Agency will exchange \$1,882,000.00 of federal dollars allocated for this Project for \$1,769,080.00 of state dollars. State funds under this Agreement are limited to \$1,769,080.00.
 - b. Agency shall bill State at one hundred (100) percent of their actual costs. State shall reimburse Agency eighty nine point seventy three (89.73) percent of these costs. State shall reimburse Agency one hundred (100) percent of eligible, actual costs incurred in carrying out the Project, up to the maximum amount of state funds committed for the Project.
4. Travel expenses shall be reimbursed to Agency in accordance with the current State of Oregon Department of Administrative Services' rates. Agency is solely responsible for any and all costs incurred in excess of the state funds identified in this Agreement. In the event of an underrun, any unspent state funds will be retained by State and will not be available for Agency use. State funds transferred to Agency must be used for the Project.
 5. To be eligible for reimbursement, expenditures must comply with the requirements of Article IX, Section 3a of the Oregon Constitution. Eligible costs are defined as reasonable and necessary costs incurred by the Agency in performance of the Project.
 6. The term of this Agreement will begin upon the date all required signatures are obtained and will terminate upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner.

AGENCY OBLIGATIONS

1. Agency shall perform the work described in TERMS OF AGREEMENT, Paragraph 1 of this Agreement.
2. Agency agrees that the Project shall be developed in conformance with the current edition of A Policy on Geometric Design of Highways and Streets by the American Association of State Highway and Transportation Officials (AASHTO). For non-highway projects Agency shall use applicable AASHTO standards.
3. Agency shall follow the Buy America statute under Title 23, United States Code, Section 313. Such provision shall be included as part of the construction contract.
4. Agency shall comply with all terms of federal National Environmental Policy Act (NEPA) and other federal permit provisions required for this Project.
5. If sidewalk, curb ramp and traffic signal improvements are on or along a State Highway, Agency shall:
 - a. Ensure Project meets current ODOT Highway Design Manual design standards.

- b. Obtain a miscellaneous permit to occupy State right of way through the State District 8 Office prior to the commencement of construction.
- c. Follow ODOT's processes in addressing Americans with Disabilities Act of 1990 (ADA) features, including using the ODOT Highway Design Manual, Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, the Manual on Uniform Traffic Control, and current ODOT State Traffic Signal Policy and Guidelines, and ODOT Curb Ramp Inspection form.
- d. At Project completion, send an ADA Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager.

ODOT's fillable ADA Ramp Inspection Form and instructions are available at the following address:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>

- e. Pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a State Highway.
 - f. Enter into a separate traffic signal agreement with State to cover obligations for any traffic signal being installed on a State Highway.
 - g. Ensure Agency, or its contractor's, electrical inspectors possess a current State Certified Traffic Signal Inspector certificate, in order to inspect electrical installations on State highways. The State District Permitting Office shall verify compliance with this requirement prior to construction. The permit fee should also cover the State electrician's supplemental inspection.
 - h. Upon completion of the Project and at its own expense, maintain the pavement surrounding the vehicle detector loops installed in the Agency street in such a manner as to provide adequate protection for said detector loops. Failure to do so may result in State requiring Agency to repair or replace the damaged loops at Agency expense. Future Agency roadwork activities involving the detector loops may also result in the same State requirements. Agency shall also adequately maintain the pavement markings and signing installed in accordance with the approved signal plan sheets for the signal installation or current Manual on Uniform Traffic Control Devices standards.
6. Agency shall submit the following items to State's Project Manager, at Project completion and prior to final payment:
- a. Final Project completion Inspection form No. 734-5063 (completed with State's Project Manager);
 - b. Final Cost;

- c. As-Constructed Drawings.
7. Agency shall present invoices for the eligible, actual costs incurred by Agency on behalf of the Project directly to State's Project Manager listed in this Agreement for review and approval. Such invoices shall be in a form identifying the Project, the Agreement number, the Project phase (such as preliminary engineering, right of way and construction), the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed. Invoices shall not be presented for periods of less than one month, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project. Agency shall also include with the invoice a Project progress report or summary that describes work accomplished for the period being invoiced and work expected for the next invoicing period. Travel expenses shall be reimbursed to Agency in accordance with the current State of Oregon Department of Administrative Services' rates
 8. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
 9. Agency shall, at its own expense, periodically inspect the Project upon completion and throughout the useful life of the Project to ensure continuing compliance with ADA standards. This provision shall survive termination of the Agreement.
 10. Agency or its consultant shall acquire all necessary right of way in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual.
 11. Agency 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, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
 12. Agency shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

13. All employers, including Agency, 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. Agency shall ensure that each of its subcontractors complies with these requirements.
14. Agency shall, at its own expense, maintain, operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. State and Agency agree that the useful life of this Project is defined as 20 years. Maintenance and power responsibilities shall survive any termination of the Project Agreement.
15. 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 the Agency or other road authority, whether that permission is expressed or implied, and whether written or oral.
16. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current budget. Agency further agrees that they will only submit invoices to State for reimbursement on work that has been performed and paid for by Agency as described in this Agreement.
17. 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, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
18. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and 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 anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor 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 if the State of Oregon elects to assume its own defense.

19. If Agency enters into a construction contract for performance of work for the Project, then Agency will include provisions in that contract requiring its contractor to comply with the following:
- a. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
 - b. Contractor shall indemnify, defend and hold harmless State 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 Contractor or its officers, employees, sub-contractors, or agents under the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than \$1,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$2,000,000.
 - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.
 - e. Additional Insured Endorsement. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect

to the Contractor's activities to be performed under the resulting contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

- f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of the resulting contract and shall be grounds for immediate termination of the resulting contract and this Agreement.

20. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts during the course of the Project and for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

21. 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.

22. Agency's Project Manager for this Agreement is Robert Miller, Public Works Director, PO Box 779, Eagle Point, OR, 97524, 541-826-4212, robertmiller@cityofeaglepoint.org, 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. In consideration for the services performed under this Agreement, State shall reimburse Agency one hundred (100) percent of eligible costs incurred in carrying out the Project up to the maximum amount of state funds committed for the Project in Terms of Agreement, Paragraph 3 of this Agreement. Reimbursements shall be made by State within forty-five (45) days of State's approval of a request for reimbursement from Agency. Final payment will be withheld until the State's Project Manager has completed final project inspection and project acceptance.
2. State shall provide the following items to Agency's Project Manager no later than execution of this Agreement:
 - a. Scoping Notes; and
 - b. Any other project specific information gathered during the scoping and selection process

3. State's Project Manager will arrange for a final project inspection upon notification from Agency of Project completion, to confirm project completeness and fulfillment of Agreement obligations, prior to final payment.
4. If traffic signal improvements are on or along a State Highway, traffic signal timing shall be the responsibility of State, unless there is an agreement that specifically allows Agency to perform that function. As part of those traffic signal responsibilities State shall:
 - a. Ensure its Region Electrical Crew, at Project expense, perform the signal equipment environmental testing and perform the signal field testing and turn on.
 - b. Retain the right of review of the traffic signal timing for signals on state highways, or those which State maintains, and shall reserve the right to request adjustments when needed.
 - c. Notify the local jurisdiction whenever timing changes that affect the operation of local street connections to the state highway are scheduled. All modifications shall follow guidelines set forth in the current Manual on Uniform Traffic Control Devices, and the current ODOT State Traffic Signal Policy and Guidelines.
 - d. Maintain the pavement surrounding the vehicle detector loops installed in the State highway in such a manner as to provide adequate protection for said detector loops at its own expense upon completion of the Project.
 - e. Maintain the pavement markings and signing installed on the State highway in accordance with current State standards.
 - f. Where Agency has an agreement with State to modify signal timing and the Agency modifies timing to add railroad or emergency vehicle preemption, bus priority, or other changes that affect vehicle or pedestrian clearances, or operation of the state highway, Agency shall promptly report such modifications to State's Region Traffic Engineer.
5. State's Project Manager for this Agreement is Scott Adams, 3500 NW Stewart Parkway, Roseburg, OR 97470, 541-957-3636, scott.adams@odot.state.or.us, 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. This Agreement may be terminated by mutual consent of both Parties.
2. 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 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 Agency fails to provide payment of its share of the cost of the Project.
 - d. 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 performance of this Agreement.
 - e. 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 if State is prohibited from paying for such work from the planned funding source.
3. If State terminates this Agreement for the reasons described in General Provisions 2, "a" or "b" above, Agency must reimburse State for all state funds expended. If Agency fails to reimburse State, State may withhold Agency's proportional share of State Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.
 4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
 5. 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.
 6. 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.

7. 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.
8. 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.
9. State and Agency are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
10. 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.
11. 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 either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

Agency/State
Agreement No. 31795

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 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #18973) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

CITY OF EAGLE POINT, by and through
its elected officials

By _____
Mayor
Date _____

By _____
Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY (If required in Agency's
process)**

By _____
Agency Counsel
Date _____

Agency Contact:
Henry Lawrence, City Administrator
17 Buchanan Avenue South
Eagle Point, OR 97524
541-826-4212
henry@cityofeaglepoint.org

State Contact:
Scott Adams, Local Agency Liaison
3500 NW Stewart Parkway
Roseburg, OR 97470
541-957-3636
Scott.adams@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator
Date _____

APPROVAL RECOMMENDED

By _____
Region 3 Manager
Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General
Date _____

EXHIBIT A – Project Location Map

