



*City of Florence*  
**A City in Motion**

**City of Florence Council  
 Regular Session**

Florence City Hall  
 250 Hwy 101  
 Florence, OR 97439  
 541-997-3437  
[www.ci.florence.or.us](http://www.ci.florence.or.us)

- Meeting materials including information on each agenda item are published at least 24 hours prior to the meeting, and can be found of the City of Florence website at [www.ci.florence.or.us/council](http://www.ci.florence.or.us/council).
- Items distributed during the meeting, meeting minutes, and a link to the meeting video are posted to the City's website at [www.ci.florence.or.us/council](http://www.ci.florence.or.us/council) as soon as practicable after the meeting.
- To be notified of City Council meetings via email, please contact City Recorder Kelli Weese at [kelli.weese@ci.florence.or.us](mailto:kelli.weese@ci.florence.or.us).

**October 9, 2017**

**AGENDA**

**5:30 p.m.**

Councilors:

Joe Henry, Mayor

Joshua Greene, Council President      Ron Preisler, Council Vice-President  
 Susy Lacer, Councilor                      George Lyddon, Councilor

With 48 hour prior notice, an interpreter and/or TDY: 541-997-3437, can be provided for the hearing impaired.  
 Meeting is wheelchair accessible.

Proceedings will be recorded for rebroadcast on Cable Channel 191 and the City of Florence Vimeo Site.

**CALL TO ORDER – ROLL CALL – PLEDGE OF ALLEGIANCE**

**5:30 p.m.**

**PRESENTATIONS & ANNOUNCEMENTS**

- Employee Introductions
  - Len Larson – Sergeant
  - Lacey DeSantis – Police Officer
  - Steven Case – Police Officer
  - Les Cardwell – Information Technology Manager
- National Arts & Humanities Month – October 2017
- Domestic Violence Awareness Month – October 2017
- CityCounty Insurance Services (CIS) Safety Award
- Regional Accelerator & Innovation Network (RAIN) Presentation

**1. APPROVAL OF AGENDA**

Joe Henry  
*Mayor*

**2. PUBLIC COMMENTS**

This is an opportunity for members of the audience to bring to the Council's attention any item not otherwise listed on the Agenda. Comments will be limited to three (3) minutes per person, with a maximum time of 15 minutes for all items. Speakers may not yield their time to others.

Joe Henry  
*Mayor*

**PUBLIC HEARING & ACTION ITEMS**

**3. SALE OF LOTS #23 AND #27 WITHIN THE PACIFIC VIEW BUSINESS PARK**

**A. PUBLIC HEARING**

Hear and consider written or oral testimony regarding the proposed sale of Lots #23 & #27 within the Florence Pacific View Business Park

**B. LOT #23 PROPERTY SALE**

Florence City Council will consider the sale of Lot #23 located within the Pacific View Business Park.

Erin Reynolds  
*City Manager*

**C. LOT #27 PROPERTY SALE**

Florence City Council will consider the sale of Lot #27 located within the Pacific View Business Park.

**ACTION ITEMS**

**4. AUTOMATIC WATER METER READING SYSTEM PURCHASE**

Consider approval of the purchase of Radio Frequency Based Automatic Reading System from Consolidated Supply Company in the amount of \$573,712 for purchase and installation of meters for the City's existing 3,996 service connections.

Mike Miller  
*Public Works  
 Director*

**5. ODOT MULTIMODAL TRANSPORTATION AGREEMENT**

Consider authorizing the City Manager to sign the multimodal transportation enhancement program (MTEP) local agency agreement between the Oregon Department of Transportation (ODOT) and the City of Florence for ODOT installation of Hwy 101 and Hwy 126 pedestrian crossings and City of Florence maintenance of the structures.

Mike Miller  
Public Works  
Director

**REPORT ITEMS**

**6. CITY MANAGER REPORT**

Erin Reynolds  
City Manager

**7. CITY COUNCIL REPORTS**

Joe Henry  
Mayor

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**COUNCIL CALENDAR**

*All meetings are held at City Hall (250 Hwy 101, Florence Oregon) unless otherwise indicated*

<b>Date</b>	<b>Time</b>	<b>Description</b>
October 11, 2017	10:00 a.m.	City Council Work Session
October 23, 2017	---	City Council Meeting <i>Rescheduled to 10.30</i>
October 25, 2017	---	City Council Work Session <i>Rescheduled to 11.1</i>
October 30, 2017	5:30 p.m.	City Council Meeting <i>Tentative</i>
November 1, 2017	10:00 a.m.	City Council Work Session <i>Tentative</i>
November 6, 2017	5:30 p.m.	City Council Meeting
November 8, 2017	10:00 a.m.	City Council Work Session <i>Tentative</i>
November 20, 2017	5:30 p.m.	City Council Meeting
November 22, 2017	10:00 a.m.	City Council Work Session <i>Tentative</i>
November 23 <sup>rd</sup> & 24 <sup>th</sup> , 2017	---	Thanksgiving Holiday <i>City Offices Closed</i>

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# PROCLAMATION

Office of the Mayor, City of Florence



**Experience Florence**  
Where Everyday is a Celebration of the Arts

## ***NATIONAL ARTS AND HUMANITIES MONTH OCTOBER 2017***

**WHEREAS**, the month of October has been recognized as National Arts and Humanities Month by thousands of arts and cultural organizations, communities, and states across the country, as well as by the White House and Congress for over 30 years; and

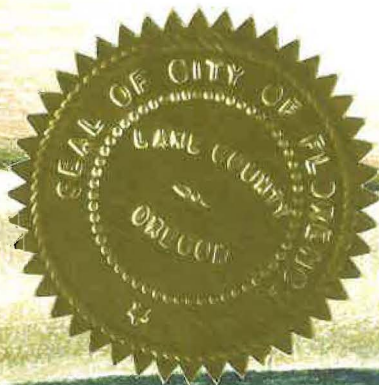
**WHEREAS**, the arts and humanities embody much of the accumulated wisdom, intellect, and imagination of humankind; and

**WHEREAS**, the arts and humanities play a unique role in the lives of our families, our communities, and our country; and

**WHEREAS**, the City of Florence recognizes the economic impact of the arts in our 'City in Motion' and has developed a Public Art Program and Committee to help assist this grassroots effort in creating economic vitality through the arts; and

**WHEREAS**, the City of Florence Public Art Committee's mission is to integrate art into the daily life of our community and inspire extraordinary creative expression that will enrich public awareness, enhancing the vitality, economy and diversity of Florence through the arts.

**NOW, THEREFORE**, be it resolved that by virtue of the authority vested in me as Mayor of the City of Florence, I do hereby proclaim **October as National Arts and Humanities month** in the City of Florence and call upon our citizens to celebrate and promote the arts and culture in our nation and specifically encourage the greater participation by those said citizens in taking action for the arts and humanities in their communities.



Joe Henry, Mayor

# PROCLAMATION

Office of the Mayor, City of Florence



## NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH OCTOBER 2017

**WHEREAS**, in the year 2017, the month of October is declared National Domestic Violence Awareness Month, and

**WHEREAS**, the Oregon Coalition Against Domestic and Sexual Violence reports that nationally, 1 in 4 women will experience domestic violence in her lifetime; and

**WHEREAS**, 1 in 5 women will experience sexual violence in her lifetime; and

**WHEREAS**, in Florence, Siuslaw Outreach Services continues to provide advocacy services to women (and men) who have been victims of domestic violence, and serves, on average, over 150 persons per year;

**NOW, THEREFORE**, I, Joe Henry, Mayor of the City of Florence, do hereby proclaim October as "**Domestic Violence Awareness Month**" in the City of Florence and urge citizens to increase their awareness of this very serious problem for our society as a whole, and especially for the children in the families involved, and to express their support for ending domestic violence.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the seal of the City of Florence on this 9<sup>th</sup> day of October 2017.



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Joe Henry, Mayor



# A CASE STUDY ON RURAL ENTREPRENEURSHIP

Coastal Demo Day (6-21-17) featuring the  
RAIN Pre-Accelerator startup graduates

**RAIN**  
OREGON  
[WWW.OREGONRAIN.ORG](http://WWW.OREGONRAIN.ORG)



## OVERVIEW: GROWING ENTREPRENEURS IN FLORENCE AND OREGON'S MID-COAST

Oregon RAIN and the City of Florence joined forces in 2015 to foster development of a local innovation economy. **Our goal was to activate local entrepreneurs and provide them the resources they needed to launch and scale their new businesses.**

Oregon RAIN supported regular educational and networking events, developed mentor connections, and facilitated access to capital. **In 2017, Oregon RAIN introduced the region's first-ever, multi-week pre-accelerator program (Pre-X).** This 12-week bootcamp program culminated in June with the RAIN Coastal Demo Day showcase and

graduation event attended by 120 people from around the state.

**RAIN identified more than 40 entrepreneurs working on businesses with potential for high growth from the Mid-Coast region over a 20-month period, accounting for 33 full-time jobs.** Eleven of those entrepreneurs were served in one of RAIN's two Coastal Pre-Accelerator programs, and six were from the Florence community. Business sectors represented in the Florence Pre-X included software, agriculture, consumer goods, and personal care products for amputees.

# ABOUT OREGON RAIN

Oregon RAIN, the Regional Accelerator and Innovation Network (RAIN), was founded in 2013 as **a consortium of government, higher education, and the business community in order to advance the formation of high-growth innovative startup companies.** Initially these efforts centered around Eugene and Corvallis — the two largest cities in Oregon RAIN’s four-county region, and homes for two business accelerators. RAIN Corvallis is served by the Oregon State University Advantage Accelerator. The RAIN Eugene Accelerator is a partnership between the University of Oregon and the Eugene Area Chamber of Commerce.

The overall purpose of RAIN is to **“catalyze people and programs that help advance our region’s startup economy.”**

Oregon RAIN hired Venture Catalyst Caroline Cummings in July 2015 in part to provide outreach and support to rural communities within the RAIN network. Funding for Cummings’ position was made possible by various public and private supporters including Lane County, Palo Alto Software, Concentric Sky, VOX Public Relations, the Oregon Entrepreneurs Network, and the Oregon Community Foundation.



**RAIN**  
OREGON

**“CATALYZING PEOPLE  
AND PROGRAMS THAT  
HELP ADVANCE OUR  
REGION’S STARTUP  
ECONOMY”**

## INVITED TO FLORENCE, OREGON

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Soon afterward, Cummings and Oregon RAIN were **invited by City of Florence City Manager Erin Reynolds to implement a rural entrepreneurial development model in their coastal community.**

Over the ensuing year Oregon RAIN hosted a dozen educational and networking events, which were attended by a total of 459 people. Cummings met one-on-one with entrepreneurs to assist in business planning, pitch coaching and **connecting entrepreneurs to people, programs and capital.**

After spending a year in Florence, Cummings and partners found about a dozen entrepreneurs and innovators starting or growing “traded sector” businesses (desire to sell products nationally and/or internationally, and bring wealth and jobs to Florence).



**CAROLINE CUMMINGS,  
RAIN VENTURE CATALYST**

## EXPANDING COASTAL SUPPORT: HIRED COASTAL VENTURE CATALYST

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**DAVID YOUNGENTOB,  
RAIN COASTAL VENTURE CATALYST**

Additional resources were committed to Florence in November 2016 when **Oregon RAIN announced the hiring of David Youngentob as their Coastal Venture Catalyst.** The job was made possible through a \$50,000 grant from the Ford Family Foundation (who supports rural economic development in Oregon and Siskiyou County, Calif), and \$30,000 from the City of Florence. **Youngentob implemented and taught the region’s first-ever, multi-week pre-accelerator (Pre-X) for entrepreneurs.** Six entrepreneurs from Florence (and five from neighboring Lincoln County) participated in this 12-week program, which culminated in June with the RAIN Coastal Demo Day showcase and graduation event held in Florence.

Industries represented in the Florence Coastal Pre-X included software (connecting micro-farmers to consumers) and consumer goods (agriculture products, personal care, fashion accessories, subscription art projects and glass-blown home goods).



# TIMELINE OF EVENTS

DATE	EVENT	ATTENDANCE
10/15/2015	Initial Meetup	17
11/12/2015	Call of Interest (PubTalk showcasing entrepreneurship)	87
11/12/2015	Seminar: Avoid Startup Failures + Write 1-page Biz Plan	33
1/19/2016	Meetup: Tech Entrepreneurs	21
2/11/2016	Meetup: Encore Entrepreneurs	18
2/18/2016	Meetup: Art-trepreneurs	37
4/13/2016	Meetup: Food & Beverage	35
5/3/2016	Seminar: Mentoring for Starts and Small Businesses	27
6/1/2016	Meetup: Founders' Fireside Chat	19
6/30/16	Seminar: How to Attract Your First Customers	28
9/22/16	Meetup Panel Discussion: Getting your startup funded in Florence	30
10/5/16	<i>State of the Startup: A Year In Review</i>	79
12/12/2016	Meet & Greet: Coastal Venture Catalyst David Youngentob	17
<b>2015-2016 Subtotal</b>		<b>459</b>
Jan to May 2017	6 educational seminars held	48
Jan to May 2017	3 meetups held	21
March 21, 2017	Angel investor education event on coast	9
Mar to Jun 2017	Coastal Pre-Accelerators	6
June 21, 2017	<i>Coastal Demo Day</i>	120
<b>2017 Subtotal (to date)</b>		<b>204</b>
<b>Grand Total</b>	23 Community Events in 1.8 year period	<b>663</b>

For event details and more photos visit "Startup Florence Oregon Coast" Meetup Page:  
<https://www.meetup.com/Startup-Florence-Oregon-Coast/>



## ABOUT FLORENCE, OREGON

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Florence, Oregon is a **scenic seaside community at the confluence of the Siuslaw River and the Pacific Ocean.**

Conveniently located along the Pacific Coast Scenic Byway (Highway 101), only one hour west of Eugene and boasting its own airport in town, Florence is a beautiful coastal destination, rich in outdoor pursuits. There are majestic beaches, parks, hiking trails, lakes and rivers that are interwoven throughout the coastal community.

As of 2016, the city had a total population of 8,680. The median age in the city was 57 years.

About one-third of Florence's population consists of retirees. The gender makeup of the city was 46% male and 54% female.

The former mainstays of Florence's economy were logging, commercial fishing, and agriculture, but today, tourism is increasingly significant. **Florence's Mayor Joe Henry says Florence has been 'in hibernation' for a number of years during the recession, which is why the City has put economic development very high on their list of priorities,** budgeting \$12.5 million for capital projects, which is more than they've spent in the last 10 years combined.

# FLORENCE'S ECONOMIC DEVELOPMENT GOALS

The City of Florence has committed to achieving several economic development goals by 2020 (See: "Florence Realization 2020 Comprehensive Plan" on their website: [ci.florence.or.us](http://ci.florence.or.us)).

To achieve these goals, the City of Florence has invested in new infrastructure, such as stormwater, streets, water and wastewater improvements in strategic locations to support its efforts. They also **started working with Oregon RAIN to add a new element to economic development in the area focused on innovation and entrepreneurship.** In hosting events - as well as the city's first Pre-Accelerator for startups - targeted to support this unique business group, ideas and businesses are beginning to flourish locally.

**This momentum in entrepreneur growth is bolstered by Florence's community culture that is open to innovation and creativity, tapping into its local arts culture to create a downtown founded on activity, community, and vibrancy.**



1. ADDING FAMILY WAGE JOBS



2. SUPPORTING WORKFORCE DEVELOPMENT



3. INCREASING TOURISM REVENUES



4. IMPROVING NETWORKS SUPPORTING ECONOMIC AND BUSINESS DEVELOPMENT



5. OFFERING INCENTIVE PROGRAMS TO ASSIST BUSINESS DEVELOPMENT



# KEY ENTREPRENEUR STAKEHOLDERS

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<b>Joe Henry</b>	Mayor, City of Florence
<b>Erin Reynolds</b>	City Manager, City of Florence
<b>Kelli Weese</b>	Economic Development Coordinator, City of Florence
<b>Jesse Dolin</b>	Economic Development Catalyst, City of Florence (also accepted into the RAIN Coastal Pre-X)
<b>Carl Hulan</b>	RAIN Entrepreneur Ambassador, Founder LocalGrange (also accepted into the RAIN Coastal Pre-X)
<b>Jayne Smoley</b>	RAIN Entrepreneur Ambassador, Jayne Smoley Design (also accepted into the RAIN Coastal Pre-X)
<b>Chantelle Meyer</b>	Reporter, Siuslaw News
<b>Russ Pierson</b>	Dean, Lane Community College - Florence Center
<b>Bettina Hannigan</b>	Executive Director, Florence Area Chamber of Commerce
<b>Gary Smith</b>	Advisor, Lane Community College - SBDC
<b>Rep. Caddy McKeown</b>	District 9, Oregon State Legislature
<b>Senator Arnie Roblan</b>	District 5, Oregon State Legislature
<b>Jackie Mikalonis</b>	South Valley/Mid-Coast Regional Solutions Coordinator (Office of the Governor)
<b>Sarah Means</b>	Community & Economic Development Manager - Lane County



# RAIN'S RURAL ENTREPRENEURIAL DEVELOPMENT MODEL

RAIN's model is a "pull" approach as opposed to a "push" approach. RAIN gets invited into a community to share their model, and RAIN's outreach allows for entrepreneurs and innovators to "find them" and attend their events - as opposed to RAIN going and knocking on their doors asking them to divulge potentially sensitive and private information about their businesses. **RAIN typically gets invited by someone who focuses on economic development in the city or region.** In this case, Erin Reynolds, Florence's City Manager invited RAIN to meet with her and a member of her City Council to explain the RAIN model and

how RAIN could implement such a model in their community.

This relationship-based methodology is key to building trust and beginning to **establish an inclusive and welcoming entrepreneurial culture.** Upon getting invited into a community, RAIN begins by hosting an "Entrepreneur Stakeholder Kickoff Meeting." RAIN provides their local partner with a list of who should be invited to this initial meeting. That initial invitation needs from them (not RAIN). **RAIN then begins to unfold their "Rural Entrepreneurial Development Model" over the next 12+ months.**

## UTILIZATION OF RAIN'S NETWORK

Oregon RAIN utilized a network of mentors from its four-county region, and beyond, to advance its entrepreneurial support efforts in Florence. The mentors headlined many of the educational Meetup events. During the 12-week pre-accelerator, 21 mentors volunteered 260 hours to the program. The sum of these hours were valued at \$32,000 (conservative estimate of \$100/hour) and included mentors, guest speakers, investors, and successful entrepreneurs and innovators from all across the state. **Utilizing skilled volunteer mentors and angel investors is a key element to RAIN's program.**

21

VOLUNTEER MENTORS

260

MENTOR HOURS VOLUNTEERED

\$32K

VALUE OF MENTOR HOURS

# OREGON GOVERNOR KATE BROWN VISITS RAIN-SUPPORTED STARTUPS IN FLORENCE



**“THESE ENTREPRENEURS ARE THE  
JOB CREATORS OF THE FUTURE.”**

**- GOVERNOR KATE BROWN**



# FUNDING THE MODEL

For the period Nov 1, 2016 - Oct 31, 2017, RAIN received nearly \$90,000 to support the outreach on the mid-coast region of Oregon. The table below breaks out the funds allocated per coastal region:

FLORENCE		LINCOLN CITY	
FUNDING SOURCE	AMOUNT	FUNDING SOURCE	AMOUNT
Ford Family Foundation	\$25,000	Ford Family Foundation	\$25,000
City of Florence	\$15,000	City of Newport	\$5,000
Oregon Pacific Bank	\$3,750	City of Lincoln City	\$2,500
Palo Alto Software	\$750	City of Toledo	\$2,500
		Lincoln County	\$10,000
	<b>\$44,500</b>		<b>\$45,000</b>

## COASTAL PRE-ACCELERATOR (PRE-X): 12-WEEK “BOOTCAMP-STYLE” PROGRAMMING TO HELP SCALE LOCAL STARTUPS

The Pre-Accelerators (one in Florence and one in Newport), which began in March 2017, were offered as **12-week, bootcamp-style programs for the best and brightest startup companies on the Central Oregon Coast.** The company cohorts covered a range of topics including marketing and sales, competitive advantage, financials, business modeling, and pitching and fundraising. They addressed these topics through seminars and workshops, group and 1-on-1 mentoring, one-page business plans, and more. At the showcase and graduation event (Coastal Demo Day), held on June 21 at the Florence Events Center, each entrepreneur delivered a five-minute pitch on their business, talked about how RAIN has helped them

and shared what they need to scale to the next level. Over 100 people from around the state attended this inaugural event.

In addition to mentors and structured programs, many entrepreneurs need access to investor capital to launch and grow their businesses. In addition to having active angel investors as mentors, RAIN conducted an inaugural educational event on angel capital investing at the coast. Entrepreneurs participating in the coastal pre-accelerator programs competed to participate in the annual Willamette Angel Conference. **One of the coastal entrepreneurs won the pitch stage competition at the conference.**

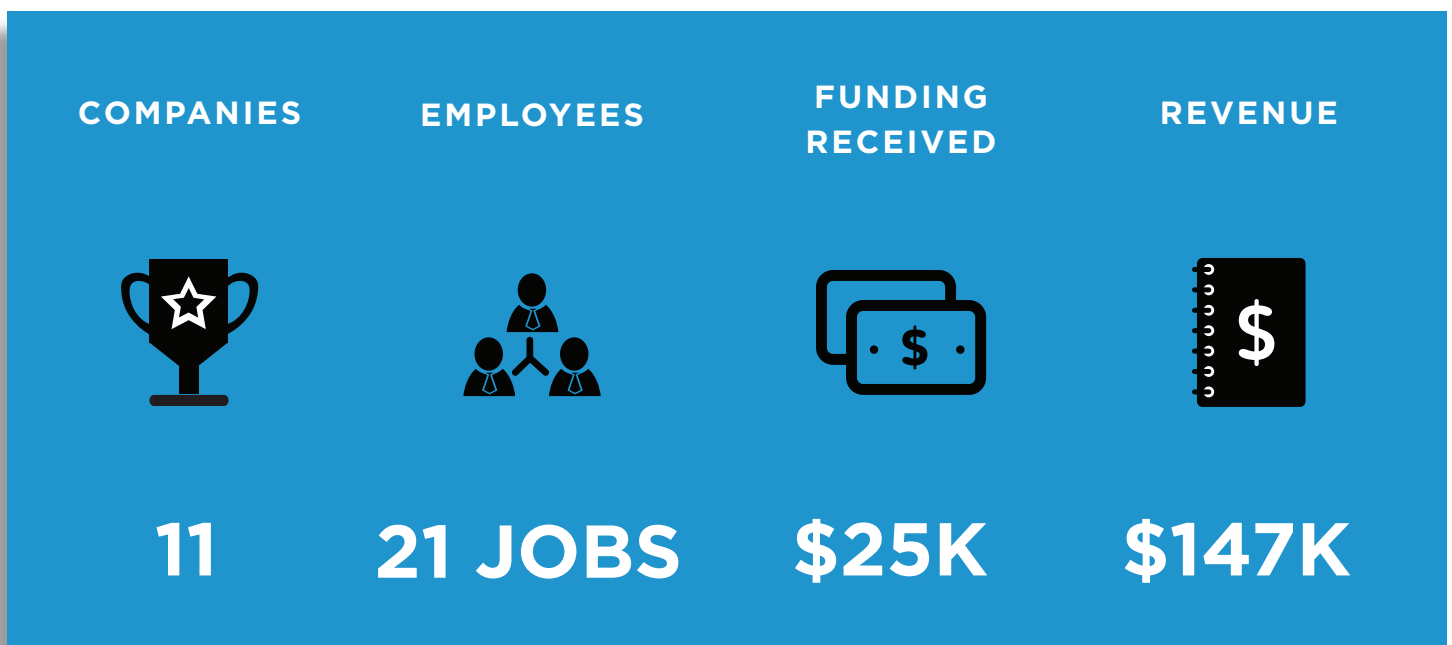
# WHAT PRE-X ENTREPRENEURS SAY

We surveyed all 11 startups who went through one of the Pre-Accelerator (Pre-X) programs and the results were very favorable:

- ✓ 100% said they would recommend the RAIN Pre-X to other entrepreneurs
- ✓ All of the program's components received "High Satisfied" ratings
- ✓ Other than securing capital and mentors, the next greatest needs are "acquiring more customers" and "developing a sales strategy"

# PRE-X COMPANY METRICS

Self-reported and compiled for both coastal regions, with a timeframe between Jul 2016 - Jun 2017:





# GOALS & OUTCOMES

Note: these goals were set for both coastal regions - Florence and Lincoln County.

<b>GOAL FOR COASTAL OUTREACH</b> <b>FLORENCE UP THROUGH LINCOLN CITY</b>	<b>OUTCOME</b> <b>INCLUDES PRE-X METRICS</b>
<b>Host 8 educational events</b>	Hosted 18: 10 in Florence, 8 in Newport
<b>Enroll 8 companies into the Pre-Accelerator</b>	15 applied and 11 were accepted: 6 in Florence and 5 in Newport. The remaining 4 were referred to our partners at the SBDC (Small Business Development Center).
<b>Assist 30 startup companies</b>	Assisted 43 companies to date
<b>Create 30 FTEs</b>	33 full-time jobs have been created
<b>Refer 4 companies to a RAIN Accelerator</b>	All 11 were qualified for referral to RAIN's Accelerator partners in Eugene and Corvallis.*

\* 2 of the 11 startups from the Pre-X applied to entered the Accelerator program. Neither were accepted due to scheduling and commitment conflicts. Additionally, traveling to Eugene and Corvallis for coastal companies is a barrier, so RAIN will be rolling out continued programming to support these companies going forward. as well as begin finding and supporting new startups in both coastal regions.

# MEDIA ATTENTION

OCT 2015 - JUN 2017



**“Coastal Entrepreneurs Get Help From Oregon RAIN”**

**The Register-Guard**

**“11 Central Oregon Coast firms taking business instruction through RAIN”**



**“Gov. Kate Brown Looks At Business Growth in Florence”**

**The World**

**“They’re Collaborating For the Coast”**

**PORTLAND BUSINESS JOURNAL**

**“Oregon RAIN, OEN Land Funds From Top State Foundation”**

**Siuslaw News**

**“Innovation comes with RAIN”**

# ADDITIONAL MEDIA

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## JUNE 2017

**Siuslaw News:** [Coastal entrepreneurs prepare for Coastal Demo Day](#) (6/19/17)

**KLCC:** [Coastal entrepreneurs get help from Oregon RAIN](#) (6/14/17)

**KPPT Newport:** [RAIN Coastal Demo Day](#) (6/12/17)

## MARCH 2017

**Eugene Register Guard:** [11 Central Oregon Coast firms taking business instruction through RAIN](#) (3/31/17)

**KMTR Eugene:** [Governor Brown looks at business growth in Florence](#) (3/17/17)

## FEBRUARY 2017

**KBCH Lincoln City:** [Lincoln County Connections - RAIN Speed Pitch Kickoff](#) (2/23/17)

**Newport News Times:** [Entrepreneurs take part in speed pitch](#) (2/22/17)

**KNPT Newport interview:** [David Youngentob, RAIN and the coastal vpre-accelerator](#) (2/16/17)

**KPPT Newport interview:** [What is RAIN for entrepreneurs](#) (2/15/17)

**Newport News Times:** [RAIN to hold speed pitch competition](#) (2/15/17)

**KBCH Lincoln City:** [Oregon RAIN seeks applicant for Coastal Pre-accelerator](#) (2/8/17)

## NOVEMBER 2016

**Newport News Times:** [Oregon RAIN expands support](#) (11/8/16)

**Eugene Register Guard:** [Regional business accelerator hires coastal catalyst to help firms grow](#) (11/1/16)

## SEPTEMBER 2016

**Eugene Register Guard:** [Regional Accelerator and Innovation Network to hire candidate to work with entrepreneurs on Oregon's mid-coast](#) (9/13/16)

# ADDITIONAL MEDIA, CON'T.

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## AUGUST 2016

**Coos Bay The World:** [They're collaborating for the coast](#) (8/9/16)

## JUNE 2016

**Siuslaw News:** [Starting up and taking off](#) (6/24/16)

## MAY 2016

**KCST Florence:** [Florence Coast Radio: Our Town](#) (5/4/16)

## MARCH 2016

**Portland Business Journal:** [Oregon RAIN, OEN land funds from top state foundation](#) (3/24/16)

## OCTOBER 2015

**Eugene Register-Guard:** [Entrepreneurs hoping for lots of RAIN on Oregon Coast this week](#) (11/9/15)

**KCFM:** [Our Town](#) (October 2015)

**Eugene Register-Guard:** [RAIN wants to expand support to entrepreneurs in rural Lane County](#) (10/11/15)

# CONTACT INFORMATION

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**Erin Reynolds**

City Manager, City of Florence  
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# RAIN AS ECONOMIC CATALYST

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“For an economic catalyst in a little town like this is really something.  
**There is no way we would have made it this far without the help of RAIN”**

- Carl Hulan, founder of LocalGrange  
(also from Florence’s first Pre-X cohort)

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**AGENDA ITEM SUMMARY**  
**FLORENCE CITY COUNCIL**

**ITEM NO: 1**  
Meeting Date: October 9, 2017  
Department: Mayor & Council

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**ITEM TITLE:** APPROVAL OF AGENDA

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**AGENDA ITEM SUMMARY**  
**FLORENCE CITY COUNCIL**

**ITEM NO:** 2  
Meeting Date: October 9, 2017  
Department: Mayor & Council

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**ITEM TITLE:** PUBLIC COMMENTS

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**DISCUSSION/ISSUE:**

This is an opportunity for members of the audience to bring to the Council's attention any item not otherwise listed on the Agenda. Comments will be limited to three (3) minutes per person, with a maximum time of 15 minutes for all items. Speakers may not yield their time to others.

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**AGENDA ITEM SUMMARY**  
**FLORENCE CITY COUNCIL**

**ITEM NO: 3**  
Meeting Date: October 9, 2017  
Department: City Manager

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**ITEM TITLE:** Sale of Properties within the Pacific View Business Park

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**DISCUSSION/ISSUE:**

Before the City Council this evening, is the consideration on the sale of Lots 23 and 27 within the Pacific View Business Park. Oregon State Law requires jurisdictions to hear from constituents in a public hearing prior to the sale of public property to private parties.

The City Council will hold a public hearing considering the sale of the properties, and will deliberate on such testimony received and consider the sale of properties #23 and #27 under the following terms:

<b>Lot #23: Located along Kingwood Street just south of Club 33 Love (TL 18-12-22-13-00400)</b>	
Proposed Buyer:	Siuslaw Broadband, for establishment of wireless communication facility
Proposed Sale:	\$1.42/sq. ft. for 46,609 sq/ft = \$66,185
<b>Lot #27: Located along Pacific View Drive just east of Alaska Cable (TL 18-12-22-13-00800)</b>	
Proposed Buyer:	Component Central Inc., for construction of 15,000 sq/ft warehouse & office facility
Proposed Sale:	\$1.42/sq. ft. for 34,412 sq/ft = \$48,865

**Evidence of Property Value**

In October 2016, the City of Florence sold lot #30 within the Pacific View Business Park to Top Hydraulics for \$1.42/ sq. ft. for a total of \$110,000. Given the extremely limited number of comparable industrial property sales not only in Florence, but in comparable cities in Lane County, this prior year sales marks the most current information available evidencing the market value of the property. Prior to the sale of lot #30 in 2016, the City consulted with Commercial Realtor John Brown, of Evans, Elder & Brown Inc. in order to perform a market analysis of comparable industrial sales in Lane County (Attachment 2). This market analysis indicated a comparable price of \$1 - \$2/ sq. ft. The proposed sales price of \$1.42/sq. ft. is within this estimated value range.

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**FISCAL IMPACT:**

Should the City Council choose to sell the lots at the prices proposed, the City will obtain:

- Lot #23 - \$66,185
- Lot #27 - \$48,865

All proceeds of potential sale shall be utilized within the City of Florence Municipal Airport Fund.

---

**RELEVANCE TO ADOPTED CITY WORK PLAN:**

Goal 1: City Service Delivery

Goal 3: Economic Development

---

**ALTERNATIVES:****Lot #23 Sale**

1. Authorize the City Manager to execute a sales agreement
2. Do not authorize the City Manager to execute a sales agreement
3. Postpone deliberation to allow for additional information

**Lot #27 Sale**

1. Authorize the City Manager to execute a sales agreement
2. Do not authorize the City Manager to execute a sales agreement
3. Postpone deliberation to allow for additional information

---

**RECOMMENDATION:**

**Lot #23 Sale:** Authorize the City Manager to execute a sales agreement

**Lot #27 Sale:** Authorize the City Manager to execute a sales agreement

---

**AIS PREPARED BY:** Erin Reynolds, City Manager

---

**CITY MANAGER'S  
RECOMMENDATION:**

Approve                       Disapprove                       Other

Comments:

*ERReynolds*

---

**ITEM'S ATTACHED:**

- Attachment 1: Pacific View Business Park Map  
Attachment 2: Memo from John Brown dated 10.3.16  
Attachment 3: Lot #23 property information  
Attachment 4: Lot #27 property information
-

*The City of Florence welcomes your interest in*  
**Pacific View Business Park**

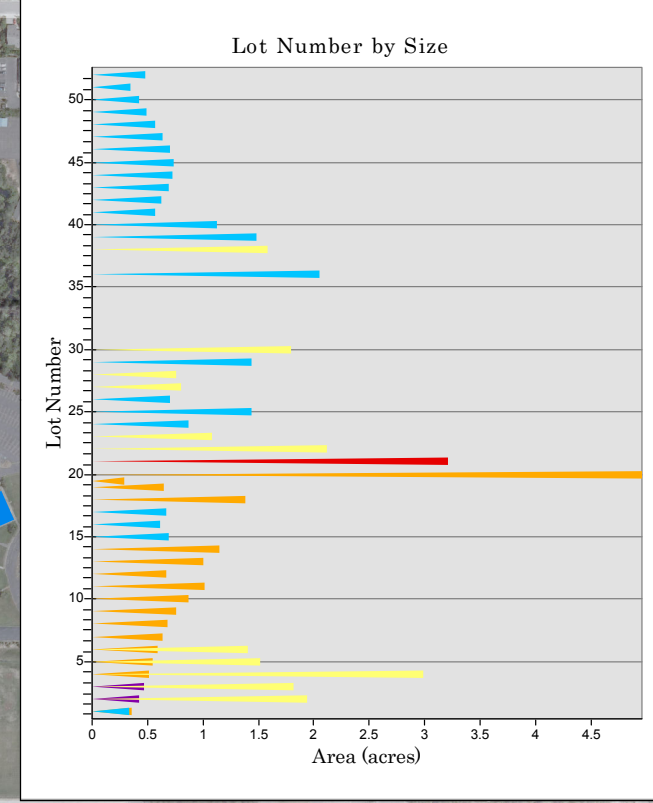
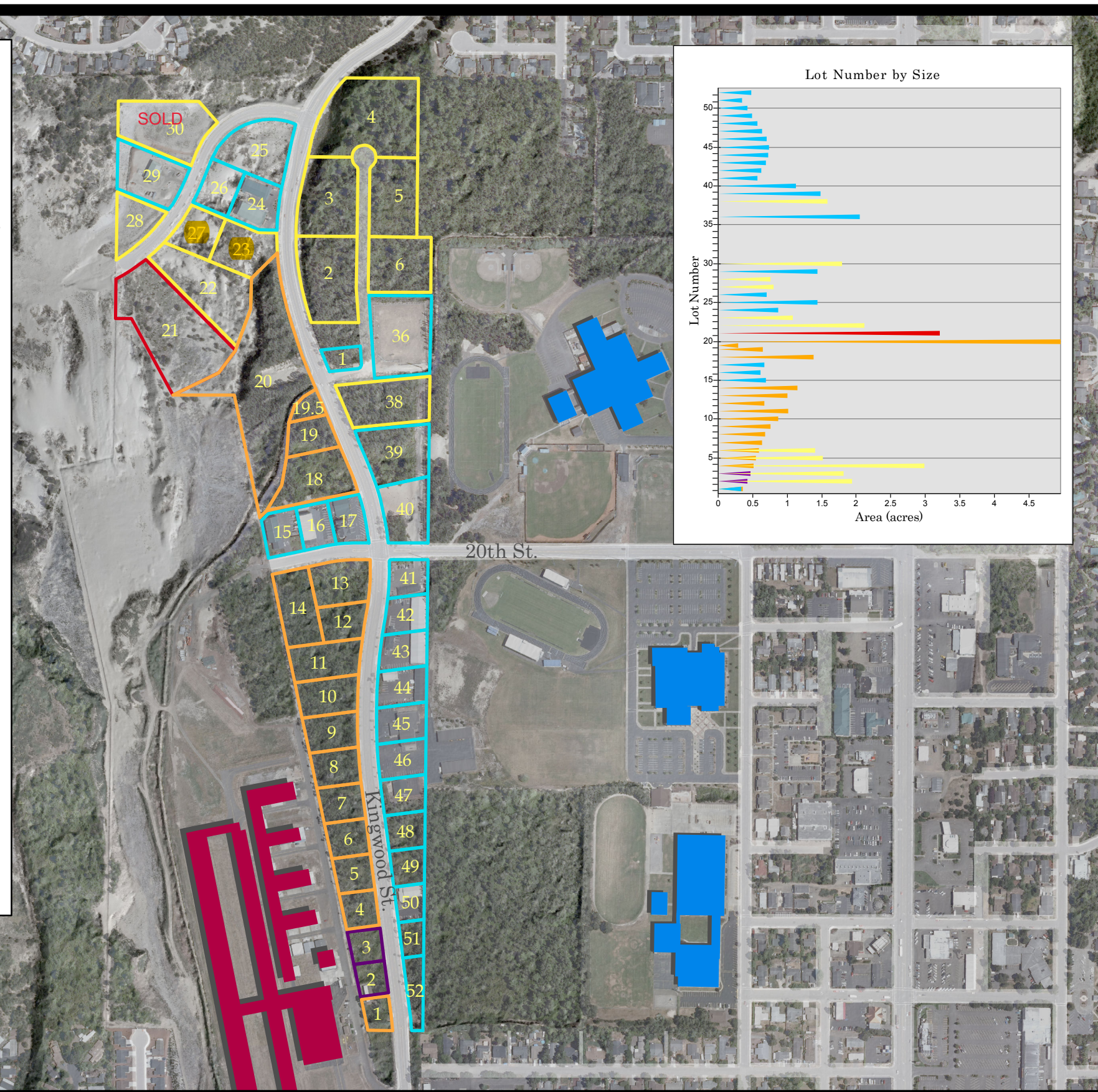
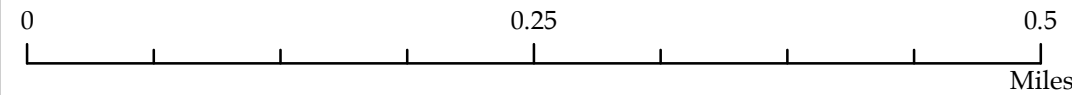
The Pacific View Business Park's purpose is to create family wage jobs by providing areas for offices, service businesses, light manufacturing, research and development facilities, assembly, packaging, warehousing and supporting uses that do not create a significant detrimental impact on adjacent uses.

The park is designated as an enterprise and e-commerce zone which is a tax exemption program for qualified businesses. It contains 53 lots and of these 53 lots, 16 are set aside for land lease and 11 lots are for sale at prices that are negotiable with the City of Florence until a new market analysis has been prepared.

- For sale
- Lease only
- Sold
- Leased lots
- Not for sale
- Florence Municipal Airport
- Florence Schools



*City of Florence*  
 250 Hwy 101 N.  
 Florence, OR 97439  
 (541) 997-8237  
 Nov. 2012



**Market analysis submitted to Erin Reynolds, Florence City Manager**

**To:** Erin Reynolds, City Manager  
**From:** John Brown, City of Florence Realtor of Record  
**Date:** October 3, 2016

**You have asked that I assemble pertinent data so as to provide input on the proposed sale price of Lot 30 of the Pacific View Business Park owned by the City of Florence.**

As I have indicated earlier there is very little sales activity of industrial sites on the Oregon Coast from which to make meaningful comparisons. In addition there is the appraisal theory of the Principle of Substitution that states no one would pay more for a property that the cost of acquiring an equally desirable substitute property.

The gross sale price of lot 30 is \$110,000 or approximately \$1.42 sq. ft. The rebate incentives are not atypical in markets where incentives are more the rule than the exception, as areas such as Florence are challenging to motivate developers or investors to create new building inventory.

As evidenced by the sales and listing data on the attached chart, you can see that the unit prices vary from location, size and amenities available to each individual site. In addition to the list of listings and sales, I have included a sales/listing summary from a 2013 appraisal done by the leading appraisal firm on the coast which was analyzing industrial land in Newport for Central Lincoln PUD.

I have included this only to demonstrate the lack of relevant data to major coastal communities as there was only 1 verified transaction in the City of Newport and that was for \$2.07 sq. ft and although a higher unit price than you are contemplating for Lot 30, you will note that the property had been on the market for an extended period of time and the seller had just wanted to dispose of the property.

**While a direct comparison of any of the items of market data to the subject Lot 30 would be extremely subjective you can see that the preponderance of the data suggests a unit price below \$2.00 sq. ft and above \$1.00 sq. ft.**

That said it is my opinion that in essence you are starting to “make the market” by offering incentives to induce development into the Pacific View Business Park and as such it is also my opinion that the agreed upon price is representative of a unit price felt necessary to entice a development on the subject parcel.

Hopefully this has been helpful however if you want additional detail please advise and we can try to elaborate further.

Respectfully submitted on October 3, 2016



John Brown  
Evans, Elder & Brown, Inc.  
101 East Broadway, Suite 101  
Eugene, Oregon 97401

(541) 345-4860 phone  
(541) 345-9649 fax  
[www.eebcre.com](http://www.eebcre.com)

Licensed in the State of Oregon • Initial Agency Disclosure

**SUMMARY OF LAND SALES DATA**

Sale No.	Date	Zone	Total Price	Type	Value	Total		Usable Land		Price Square Foot	Description	Comments
						Land in Acres	Usable Land in Acres	in Feet	in Square			
Listing 1	Current	C-2	\$ 239,900	Commercial Land	\$ 239,900	2.09	1.70	74,052	\$ 3,241	13-12-25-AA-01129 Unassigned US 101 Waldport, Oregon	Oregon Coast Community College - Owner US Highway 101 frontage with likely access from rear frontage road Commercial Zoning	
Verified through MLS and broker												
Listing 2	Current	I-P	\$ 799,000	Industrial Land	\$ 799,000	6.22	6.22	270,943	\$ 2,951	13-11-31-B0-00705 W/S Crestine Drive Waldport, Oregon	Lee Arce Development Co. - Owner Developed road for rear entry to the site with good visibility on Crestine Drive	
Verified through MLS and broker												
Listing 3	Current	I-P	\$ 69,888	Industrial Land	\$ 69,888	0.92	0.92	40,075	\$ 1,741	13-11-31-B0-00900 W/S Crestine Drive Waldport, Oregon	Hoxjes and Potts - Owners Industrially zoned land with aerial frontage	
Verified through MLS and broker												
1	8/12/2013	L-1	\$ 75,000	Industrial Land	\$ 75,000	1.01	0.83	36,155	\$ 2,071	10-11-20-BB-00502 Vacant lot with infrastructure Newport, Oregon	Maguire to Wright Northgate Industrial Park Single Lot seller under duress	
Verified with buyer												
2	5/27/2011	IND	\$ 1,337,100	Usable Land	\$ 1,334,072	26.56	26.56	1,156,954	\$ 1,151	25-13-07-102 and part 25-13-18-100 & 201 Transpacific Parkway, Coos Bay North of west of North Bend on North Spit	Oregon International Port of Coos Bay to Southport Chipco, LLC 3 miles west of Highway 101	
Verified by representative of buyers												
3	2/28/11	M-1	\$ 350,000	Industrial Land	\$ 350,000	4.08	4.08	177,725	\$ 1,971	02-09-04-00-00892 Blimp Boulevard Port of Tillamook Facilities	Tillamook School District to School District granted land when former air base closed	
Verified by buyer												
4	8/26/08	M-1	\$ 362,988	Industrial Land	\$ 362,988	7.67	7.67	334,165	\$ 1,091	02-09-04-00-00809 Blimp Blvd. and Long Prairie Rd Port of Tillamook Facilities	Port of Tillamook Bay to Flying C LLC Buyer previously built mini-warehouse storage buildings on-site for the Port to operate	
Verified by seller												
5	8/19/08	Farm	\$ 225,000	Unzoned Land	\$ 225,000	3.64	3.64	158,538	\$ 1,421	01-10-13-D-01401 Unassigned US 101 Tillamook, Oregon	Bequist to Borrough Former farm land at SE corner of US 101 and Suppress Rd - cont. for existing septic	
Verified with buyer												
Subject		L-1		Industrial		6.11	5.27	229,561		10-11-20-BB-503,504,505,506,507,508 Northgate Industrial Park Newport, Oregon	Rocky Mountain Elk Foundation, LLC Vacant, unimproved industrial tract	

# Attachment 3

## Detailed Property Report

**Site Address** N/A  
**Map & Taxlot#** 18-12-22-13-00400  
**SIC** N/A  
**Tax Account#** 1620960

**Property Owner 1**  
 CITY OF FLORENCE  
 250 HWY 101  
 FLORENCE, OR 97439  
 Tax account acreage 1.07  
 Mapped taxlot acreage<sup>†</sup> 1.07

<sup>†</sup> Mapped Taxlot Acreage is the estimated size of a taxlot as derived from the county GIS taxlot layer, and is not to be used for legal purposes.

### Map & Taxlot # 18-12-22-13-00400



### Business Information

RLID does not contain any business data for this address

### Improvements

#### Photos & Sketches for Tax Account



#### Commercial Sales Data

Image	Sale Date
<a href="#">1620960.pdf</a>	08/27/2001

### Site Address Information

No site address associated with this tax account number

### General Taxlot Characteristics

**Geographic Coordinates**  
 X 3970998 Y 868539 (State Plane X,Y)  
**Latitude** 43.9935 **Longitude** -124.1119

**Zoning**  
**Zoning Jurisdiction** Florence  
 Florence  
**Parent Zone** PVBP Pacific View Business Park

**Land Use**  
**General Land Use**  
**Code Description**  
 V Vacant  
**Detailed Land Use**  
**Code Description**  
 9100 Vacant, Unused, Undeveloped Land

**Taxlot Characteristics**

Incorporated City Limits	Florence
Urban Growth Boundary	Florence
Year Annexed	N/A
Annexation #	N/A
Approximate Taxlot Acreage	1.07
Approx Taxlot Sq Footage	46,609
Plan Designation	Business/Industrial Park
Eugene Neighborhood	N/A
Metro Area Nodal Dev Area	No
Septic	No
Well	No
Landscaping Quality	data not available
Historic Property Name	N/A
City Historic Landmark?	No
National Historical Register?	No

**Service Providers**

Fire Protection Provider	Siuslaw Valley Fire & Rescue
Ambulance Provider	Western Lane Ambulance
Ambulance District	WE
Ambulance Service Area	Western
LTD Service Area?	No
LTD Ride Source?	No
Soil Water Cons. Dist/Zone	Siuslaw / 1
Emerald People's Utility District	N

**Environmental Data**

FEMA Flood Hazard Zone	
<b>Code Description</b>	
X	Areas determined to be outside of 500-year flood.
FIRM Map Number	41039C1426F
Community Number	410123
Post-FIRM Date	05/17/1982
Panel Printed?	Yes
Soils	
<b>Soil Map Unit# Soil Type Description % of Taxlot</b>	<b>Ag Class Hydric %</b>
44	Dune land 100% 8 3

**Schools**

	Code	Name
School District	97J	Siuslaw
Elementary School	609	Siuslaw
Middle School	608	Siuslaw
High School	610	Siuslaw

**Political Districts**

Election Precinct	4601	State Representative District	9
City Council Ward	N/A	State Representative	Caddy McKeown
City Councilor	N/A	State Senate District	5
County Commissioner District	1 (West)	State Senator	Arnie Roblan
County Commissioner	Jay Bozievich		
EWEB Commissioner	N/A		
LCC Board Zone	1		

**Census Information**

The information provided below is only a small sampling of the information available from the US Census Bureau. The links at the end of each section below will take you to source tables at American Fact Finder, with additional details. Those links will take you to the most current estimates, but estimates for several previous years will also be available.

To view more Census detail about this tract, visit [Census Reporter](#).

Demographic Characteristics	Tract 0705		Florence		Lane County		Oregon	
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Total Population	3,593	+/-263	8,545	+/-20	357,060	*****	3,939,233	*****
Percent age 5 and Under	2.2%	+/-1.4	4.0%	+/-1.4	5.0%	*****	5.9%	+/-0.1
Percent Age 18 and Over	86.6%	+/-3.6	87.5%	+/-2.4	80.8%	*****	78.2%	+/-0.1
Percent Age 65 and Over	34.4%	+/-4.5	39.5%	+/-3.1	16.7%	+/-0.1	15.4%	+/-0.1
Median Age	57.7	+/-3.3	60.4	+/-1.9	39.3	+/-0.3	39.1	+/-0.2

For a complete breakdown of population by age, gender, race, ethnicity and more, visit [American Fact Finder](#).

Housing Characteristics	Tract 0705		Florence		Lane County		Oregon	
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Occupied Housing Units	1,844	+/-154	4,331	+/-213	146,235	+/-853	1,533,430	+/-4,037
Vacant Housing Units	384	+/-122	935	+/-215	11,275	+/-841	161,753	+/-3,792
Percent Owner Occupied Housing Units	53.1%	+/-6.5	61.5%	+/-3.9	58.7%	+/-0.6	61.3%	+/-0.3
Percent Renter Occupied Housing Units	46.9%	+/-6.5	38.5%	+/-3.9	41.3%	+/-0.6	38.7%	+/-0.3
Homeowner Vacancy Rate	5.7%	+/-6.3	3.1%	+/-2.9	1.8%	+/-0.4	1.7%	+/-0.1
Rental Vacancy Rate	4.8%	+/-4.8	8.7%	+/-4.7	3.5%	+/-0.6	4.2%	+/-0.2
Median House Value (dollars)	149,300	+/-12,218	175,400	+/-12,383	215,300	+/-2,425	237,300	+/-1,069
Median Monthly Mortgage (dollars)	980	+/-88	1,166	+/-79	1,433	+/-18	1,557	+/-7
Median Monthly Rent (dollars)	755	+/-52	788	+/-73	866	+/-10	907	+/-4

For a complete breakdown of housing by tenure, number of bedrooms, year built and more, visit [American Fact Finder](#).

Economic Characteristics	Tract 0705		Florence		Lane County		Oregon	
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Median Household Income (dollars)	32,857	+/-3,934	33,950	+/-2,901	44,103	+/-729	51,243	+/-271
Unemployment Rate	3.9%	+/-3.4	10.2%	+/-3.5	9.9%	+/-0.6	9.3%	+/-0.2

Poverty Rate 12.6% +/-4.6 14.2% +/-3.5 20.1% +/-0.6 16.5% +/-0.3  
 For a complete breakdown of incomes, poverty, employment, commute patterns and more, visit [American Fact Finder](#).

Social Characteristics	Tract 0705		Florence		Lane County		Oregon	
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Percent Bachelor Degree or Higher	23.0%	+/-4.6	22.9%	+/-2.9	28.4%	+/-0.6	30.8%	+/-0.2
Percent High School Graduate or Higher	91.1%	+/-4.5	91.2%	+/-2.6	91.1%	+/-0.5	89.8%	+/-0.2

For a complete breakdown of educational attainment, school enrollment, marital status, ancestry and more, visit [American Fact Finder](#).

Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates

Explanation of Symbols:

An '\*\*\*\*\*' entry in the margin of error column indicates that the estimate is controlled, and a margin of error is not provided.

**Liens**

None

**Building Permits**

Please check the [State of Oregon ePermitting System](#).

**Land Use Applications**

RLID does not contain any landuse application data for this jurisdiction

**Petitions**

RLID does not contain any petition data for this jurisdiction

**Tax Statements & Tax Receipts**

Account#: 1620960  
 View tax statement(s) for: [2016](#) [2015](#)

**Tax Receipts**

Receipt Date	Amount Received	Tax	Discount	Interest	Applied Amount
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Data source: Lane County Assessment and Taxation

**Owner/Taxpayer**

**Owners**

Owner	Address	City/State/Zip
CITY OF FLORENCE	250 HWY 101	FLORENCE, OR 97439

**Taxpayer**

Party Name	Address	City/State/Zip
CITY OF FLORENCE	250 HWY 101	FLORENCE, OR 97439

Data source: Lane County Assessment and Taxation

**Account Status**

**Status** Active Account Current Tax Year

Account Status	none
Remarks	none
Special Assessment Program	N/A

Data source: Lane County Assessment and Taxation

**General Tax Account Information**

Tax Account Acreage	1.07
Fire Acres	N/A
Property Class	300 - Industrial, vacant
Statistical Class	N/A
Neighborhood	90301 - Florence Industrial
Category	Land and Improvements

Data source: Lane County Assessment and Taxation



**Township-Range-Section / Subdivision Data**

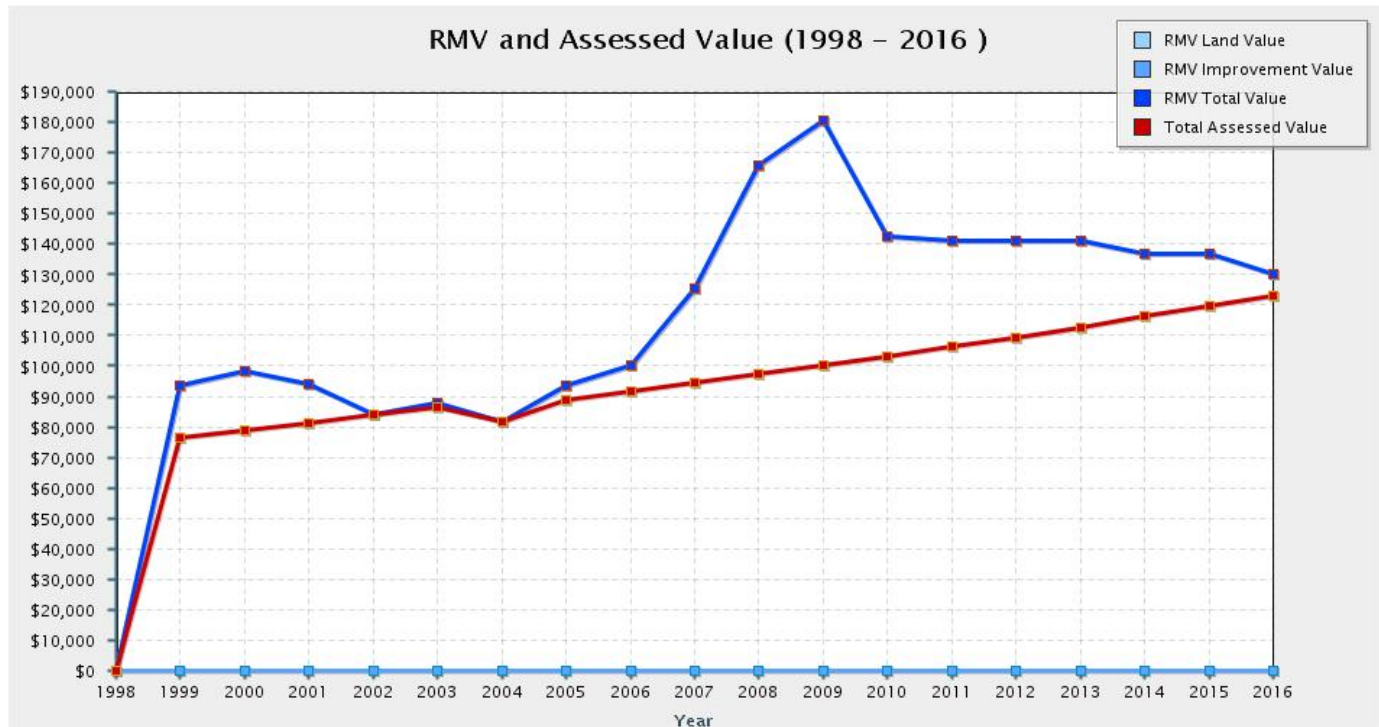
Subdivision Type Phase	Subdivision Plat N/A	Subdivision Name Lot/Tract/Unit #	Industrial Park Parcel 23 TL 00400	Subdivision Number Recording Number	N/A 75/624-626
------------------------	----------------------	-----------------------------------	------------------------------------	-------------------------------------	----------------

Data source: Lane County Assessment and Taxation

**Property Values & Taxes**

The values shown are the values certified in October unless a value change has been processed on the property. Value changes typically occur as a result of appeals, clerical errors and omitted property. The tax shown is the amount certified in October. This is the full amount of tax for the year indicated and does not include any discounts offered, payments made, interest owing or previous years owing. It also does not reflect any value changes.

Year	Real Market Value (RMV)			Total Assessed Value	Tax
	Land	Improvement	Total		
2016	\$130,113	\$0	\$130,113	\$123,226	\$ 0.00
2015	\$136,962	\$0	\$136,962	\$119,637	\$ 0.00
2014	\$136,962	\$0	\$136,962	\$116,152	\$ 0.00
2013	\$141,198	\$0	\$141,198	\$112,769	\$ 0.00
2012	\$141,198	\$0	\$141,198	\$109,484	\$ 0.00
2011	\$141,198	\$0	\$141,198	\$106,295	\$ 0.00
2010	\$142,625	\$0	\$142,625	\$103,199	\$ 0.00
2009	\$180,539	\$0	\$180,539	\$100,193	\$ 0.00
2008	\$165,633	\$0	\$165,633	\$97,275	\$ 0.00
2007	\$125,480	\$0	\$125,480	\$94,442	\$ 0.00
2006	\$100,384	\$0	\$100,384	\$91,691	\$ 0.00
2005	\$93,381	\$0	\$93,381	\$89,020	\$ 0.00
2004	\$81,914	\$0	\$81,914	\$81,914	\$1,016.74
2003	\$88,080	\$0	\$88,080	\$86,427	\$1,076.41
2002	\$83,910	\$0	\$83,910	\$83,910	\$1,056.55
2001	\$94,281	\$0	\$94,281	\$81,067	\$ 0.00
2000	\$98,210	\$0	\$98,210	\$78,706	\$ 0.00
1999	\$93,530	\$0	\$93,530	\$76,414	\$ 0.00
1998	\$0	\$0	\$0	\$0	\$ 0.00



Current Year Assessed Value \$123,226  
 Less Exemption Amount \* (\$123,226)  
 Taxable Value \$0

\* Frozen Assessed Value

**Exemption Type** Cities and Towns

Data source: Lane County Assessment and Taxation

**Tax Code Area & Taxing Districts**

Tax Code Area (Levy Code) for current tax year 09700




Taxing Districts for TCA 09700

Central Lincoln Pud  
 City of Florence  
 Lane Community College  
 Lane County  
 Lane Education Service District  
 Port of Siuslaw  
 Siuslaw Public Library District  
 Siuslaw School District 97J  
 Siuslaw Valley Fire & Rescue  
 Urban Renewal Agency of Florence  
 Western Lane Ambulance District

**\*\*NOTE** Lane County Assessment and Taxation Tax Code Area & Taxing Districts reflect the current certified year. The **Billing Rate Document** may still reference the prior year's rates and details until we receive the current report from Lane County.

Data source: Lane County Assessment and Taxation

**Sales & Ownership Changes**

Sale Date	Sale Price	Doc #	Image	Analysis Code	Multiple Accts?	Grantor(s)	Grantee(s)
10/01/2004	\$0	2004-78042		<b>3</b>	No	LITKEI FRANK J	CITY OF FLORENCE
08/15/2003	\$0	2003-79139		<b>K</b>	No	SPARES INC	LITKEI FRANK J
08/27/2001	\$145,000	2001-56594		<b>V</b>	Yes	FLORENCE CITY OF	SPARES INC

Data source: Lane County Assessment and Taxation

**Detailed Property Report**

**Attachment 4**

**Site Address** N/A  
**Map & Taxlot#** 18-12-22-13-00800  
**SIC** N/A  
**Tax Account#** 1621000

**Property Owner 1**  
 CITY OF FLORENCE  
 250 HWY 101  
 FLORENCE, OR 97439  
 Tax account acreage 0.80  
 Mapped taxlot acreage† 0.79

† Mapped Taxlot Acreage is the estimated size of a taxlot as derived from the county GIS taxlot layer, and is not to be used for legal purposes.

**Map & Taxlot # 18-12-22-13-00800**



**Business Information**

RLID does not contain any business data for this address

**Improvements**

No assessor photos, assessor sketches or building characteristic information is available for this tax account.

**Site Address Information**

No site address associated with this tax account number

**General Taxlot Characteristics**

□ **Geographic Coordinates**  
 X 3970808 Y 868613 (State Plane X,Y)  
**Latitude** 43.9937 **Longitude** -124.1127

□ **Zoning**  
**Zoning Jurisdiction** Florence  
 Florence  
**Parent Zone** PVBP Pacific View Business Park

□ **Land Use**  
**General Land Use**  
**Code Description**  
 V Vacant  
**Detailed Land Use**  
**Code Description**  
 9100 Vacant, Unused, Undeveloped Land

**Taxlot Characteristics**  
 Incorporated City Limits Florence  
 Urban Growth Boundary Florence  
 Year Annexed N/A  
 Annexation # N/A  
 Approximate Taxlot Acreage 0.79  
 Approx Taxlot Sq Footage 34,412  
 Plan Designation Business/Industrial Park  
 Eugene Neighborhood N/A  
 Metro Area Nodal Dev Area No  
 Septic No  
 Well No  
 Landscaping Quality data not available  
 Historic Property Name N/A  
 City Historic Landmark? No  
 National Historical Register? No

**Service Providers**

Fire Protection Provider Siuslaw Valley Fire & Rescue  
 Ambulance Provider Western Lane Ambulance  
 Ambulance District WE  
 Ambulance Service Area Western  
 LTD Service Area? No  
 LTD Ride Source? No  
 Soil Water Cons. Dist/Zone Siuslaw / 1  
 Emerald People's Utility District N

**Environmental Data**

FEMA Flood Hazard Zone			
<b>Code Description</b>			
X Areas determined to be outside of 500-year flood.			
FIRM Map Number	41039C1426F		
Community Number	410123		
Post-FIRM Date	05/17/1982		
Panel Printed?	Yes		
Soils			
<b>Soil Map Unit#</b>	<b>Soil Type Description</b>	<b>% of Taxlot</b>	<b>Ag Class Hydric %</b>
44	Dune land	100%	8 3

**Schools**

	<b>Code</b>	<b>Name</b>
School District	97J	Siuslaw
Elementary School	609	Siuslaw
Middle School	608	Siuslaw
High School	610	Siuslaw

**Political Districts**

Election Precinct	4601	State Representative District	9
City Council Ward	N/A	State Representative	Caddy McKeown
City Councilor	N/A	State Senate District	5
County Commissioner District	1 (West)	State Senator	Arnie Roblan
County Commissioner	Jay Bozievich		
EWEB Commissioner	N/A		
LCC Board Zone	1		

**Census Information**

The information provided below is only a small sampling of the information available from the US Census Bureau. The links at the end of each section below will take you to source tables at American Fact Finder, with additional details. Those links will take you to the most current estimates, but estimates for several previous years will also be available.

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Demographic Characteristics	Tract 0705		Florence		Lane County		Oregon	
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Total Population	3,593	+/-263	8,545	+/-20	357,060	*****	3,939,233	*****
Percent age 5 and Under	2.2%	+/-1.4	4.0%	+/-1.4	5.0%	*****	5.9%	+/-0.1
Percent Age 18 and Over	86.6%	+/-3.6	87.5%	+/-2.4	80.8%	*****	78.2%	+/-0.1
Percent Age 65 and Over	34.4%	+/-4.5	39.5%	+/-3.1	16.7%	+/-0.1	15.4%	+/-0.1
Median Age	57.7	+/-3.3	60.4	+/-1.9	39.3	+/-0.3	39.1	+/-0.2

For a complete breakdown of population by age, gender, race, ethnicity and more, visit [American Fact Finder](#).

Housing Characteristics	Tract 0705		Florence		Lane County		Oregon	
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Occupied Housing Units	1,844	+/-154	4,331	+/-213	146,235	+/-853	1,533,430	+/-4,037
Vacant Housing Units	384	+/-122	935	+/-215	11,275	+/-841	161,753	+/-3,792
Percent Owner Occupied Housing Units	53.1%	+/-6.5	61.5%	+/-3.9	58.7%	+/-0.6	61.3%	+/-0.3
Percent Renter Occupied Housing Units	46.9%	+/-6.5	38.5%	+/-3.9	41.3%	+/-0.6	38.7%	+/-0.3
Homeowner Vacancy Rate	5.7%	+/-6.3	3.1%	+/-2.9	1.8%	+/-0.4	1.7%	+/-0.1
Rental Vacancy Rate	4.8%	+/-4.8	8.7%	+/-4.7	3.5%	+/-0.6	4.2%	+/-0.2
Median House Value (dollars)	149,300	+/-12,218	175,400	+/-12,383	215,300	+/-2,425	237,300	+/-1,069
Median Monthly Mortgage (dollars)	980	+/-88	1,166	+/-79	1,433	+/-18	1,557	+/-7
Median Monthly Rent (dollars)	755	+/-52	788	+/-73	866	+/-10	907	+/-4

For a complete breakdown of housing by tenure, number of bedrooms, year built and more, visit [American Fact Finder](#).

Economic Characteristics	Tract 0705		Florence		Lane County		Oregon	
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Median Household Income (dollars)	32,857	+/-3,934	33,950	+/-2,901	44,103	+/-729	51,243	+/-271
Unemployment Rate	3.9%	+/-3.4	10.2%	+/-3.5	9.9%	+/-0.6	9.3%	+/-0.2
Poverty Rate	12.6%	+/-4.6	14.2%	+/-3.5	20.1%	+/-0.6	16.5%	+/-0.3

For a complete breakdown of incomes, poverty, employment, commute patterns and more, visit [American Fact Finder](#).

Social Characteristics	Tract 0705		Florence		Lane County		Oregon	
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Percent Bachelor Degree or Higher	23.0%	+/-4.6	22.9%	+/-2.9	28.4%	+/-0.6	30.8%	+/-0.2
Percent High School Graduate or Higher	91.1%	+/-4.5	91.2%	+/-2.6	91.1%	+/-0.5	89.8%	+/-0.2

For a complete breakdown of educational attainment, school enrollment, marital status, ancestry and more, visit [American Fact Finder](#).

Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates

**Explanation of Symbols:**

An '\*\*\*\*\*' entry in the margin of error column indicates that the estimate is controlled, and a margin of error is not provided.

**Liens**

None

**Building Permits**

Please check the [State of Oregon ePermitting System](#).

**Land Use Applications**

RLID does not contain any landuse application data for this jurisdiction

**Petitions**

RLID does not contain any petition data for this jurisdiction

**Tax Statements & Tax Receipts**

**Account#:** 1621000  
View tax statement(s) for: [2016 2015](#)

<u>Tax Receipts</u>					
Receipt Date	Amount Received	Tax	Discount	Interest	Applied Amount
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Data source: Lane County Assessment and Taxation

**Owner/Taxpayer**

Owners

Owner	Address	City/State/Zip
CITY OF FLORENCE	250 HWY 101	FLORENCE, OR 97439

Taxpayer

Party Name	Address	City/State/Zip
CITY OF FLORENCE	250 HWY 101	FLORENCE, OR 97439

Data source: Lane County Assessment and Taxation

**Account Status**

**Status** Active Account Current Tax Year

Account Status	none
Remarks	none
Special Assessment Program	N/A

Data source: Lane County Assessment and Taxation

**General Tax Account Information**

Tax Account Acreage	0.80
Fire Acres	N/A
Property Class	300 - Industrial, vacant
Statistical Class	N/A
Neighborhood	90301 - Florence Industrial
Category	Land and Improvements

Data source: Lane County Assessment and Taxation

**Township-Range-Section / Subdivision Data**

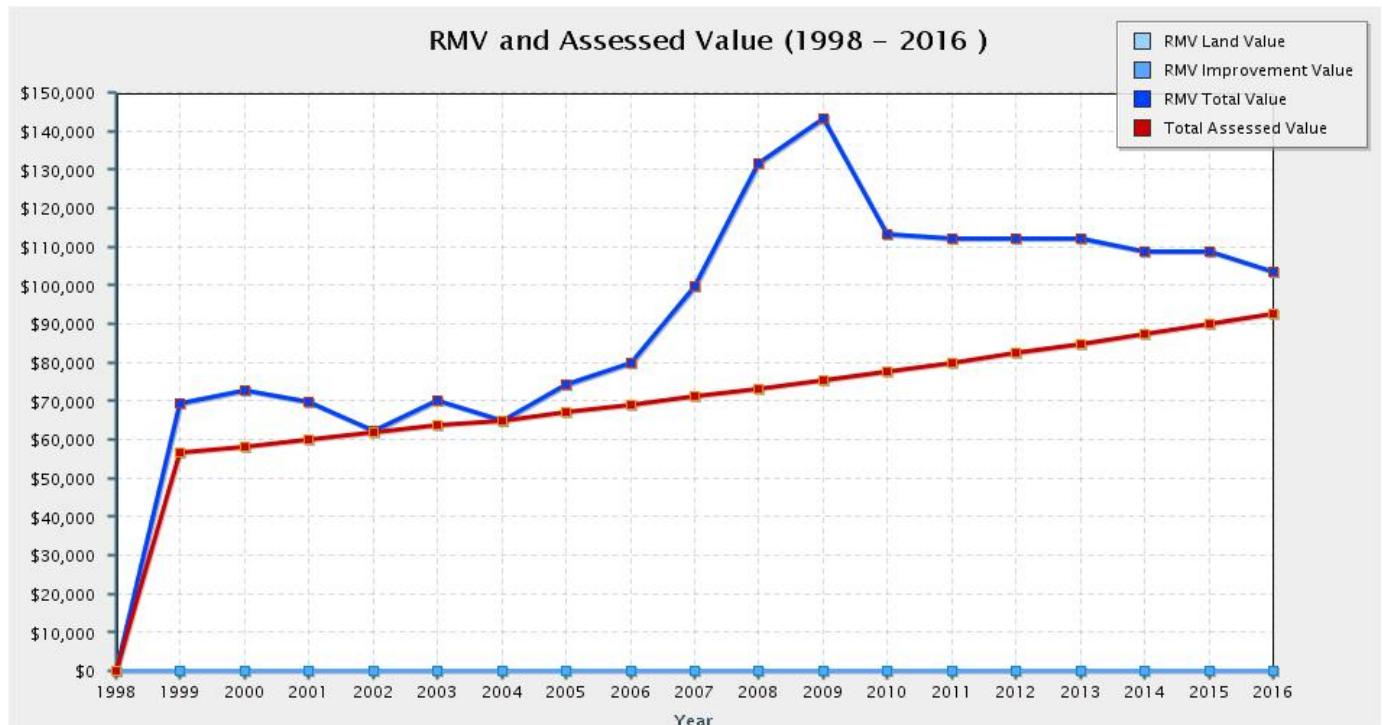
Subdivision Type	Subdivision Plat	Subdivision Name	Industrial Park	Subdivision Number	N/A
Phase	N/A	Lot/Tract/Unit #	Parcel 27 TL 00800	Recording Number	75/624-626

Data source: Lane County Assessment and Taxation

**Property Values & Taxes**

The values shown are the values certified in October unless a value change has been processed on the property. Value changes typically occur as a result of appeals, clerical errors and omitted property. The tax shown is the amount certified in October. This is the full amount of tax for the year indicated and does not include any discounts offered, payments made, interest owing or previous years owing. It also does not reflect any value changes.

Year	Real Market Value (RMV)			Total Assessed Value	Tax
	Land	Improvement	Total		
2016	\$103,345	\$0	\$103,345	\$92,765	\$ 0.00
2015	\$108,785	\$0	\$108,785	\$90,063	\$ 0.00
2014	\$108,785	\$0	\$108,785	\$87,440	\$ 0.00
2013	\$112,150	\$0	\$112,150	\$84,893	\$ 0.00
2012	\$112,150	\$0	\$112,150	\$82,420	\$ 0.00
2011	\$112,150	\$0	\$112,150	\$80,019	\$ 0.00
2010	\$113,283	\$0	\$113,283	\$77,688	\$ 0.00
2009	\$143,397	\$0	\$143,397	\$75,425	\$ 0.00
2008	\$131,557	\$0	\$131,557	\$73,228	\$ 0.00
2007	\$99,665	\$0	\$99,665	\$71,095	\$ 0.00
2006	\$79,732	\$0	\$79,732	\$69,024	\$ 0.00
2005	\$74,170	\$0	\$74,170	\$67,014	\$ 0.00
2004	\$65,062	\$0	\$65,062	\$65,062	\$ 0.00
2003	\$69,960	\$0	\$69,960	\$63,697	\$ 0.00
2002	\$62,139	\$0	\$62,139	\$61,842	\$ 0.00
2001	\$69,820	\$0	\$69,820	\$60,041	\$ 0.00
2000	\$72,730	\$0	\$72,730	\$58,292	\$ 0.00
1999	\$69,270	\$0	\$69,270	\$56,594	\$ 0.00
1998	\$0	\$0	\$0	\$0	\$ 0.00



Current Year Assessed Value \$92,765  
 Less Exemption Amount \* (\$92,765)  
 Taxable Value **\$0**

\* Frozen Assessed Value

**Exemption Type** Cities and Towns

Data source: Lane County Assessment and Taxation

**Tax Code Area & Taxing Districts**

Tax Code Area (Levy Code) for current tax year 09700  
 Taxing Districts for TCA 09700  
 Central Lincoln Pud  
 City of Florence  
 Lane Community College  
 Lane County  
 Lane Education Service District  
 Port of Siuslaw  
 Siuslaw Public Library District  
 Siuslaw School District 97J  
 Siuslaw Valley Fire & Rescue

Urban Renewal Agency of Florence  
Western Lane Ambulance District

**\*\*NOTE** Lane County Assessment and Taxation Tax Code Area & Taxing Districts reflect the current certified year. The **Billing Rate Document** may still reference the prior year's rates and details until we receive the current report from Lane County.

Data source: Lane County Assessment and Taxation

**Sales & Ownership Changes**

No sales or ownership change data available.

Data source: Lane County Assessment and Taxation

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**AGENDA ITEM SUMMARY**  
**FLORENCE CITY COUNCIL**

**ITEM NO:** 4  
**Meeting Date:** October 9, 2017  
**Department:** Public Works

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**ITEM TITLE:** Accept proposal and qualifications from Consolidated Supply Company to Furnish and Install a Radio Frequency Based Automatic Water Meter Reading System.

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**DISCUSSION/ISSUE:**

During August-September 2017, the City solicited proposals from qualified Supplier/Contractor to furnish and install a radio frequency based Automatic Water Meter Reading (AMR) system. The City received three proposals which were then scored and ranked according to the criteria contained in the Invitation to Bid (ITB). Consolidated Supply Company utilizing Mueller Systems Hot Rod® Mobile AMR system was the proposal selected through this process.

The results of the selection committee scoring, which was comprised of three (3) City staff members is as follows (the proposer with the highest score to be selected):

<u>Proposer</u>	<u>Score</u>	<u>Cost</u>
Consolidated Supply Company	1,345	\$573,712.32
Ferguson Waterworks	1,280	\$809,163.00
General Pacific	1,255	\$607,158.40

This project includes all labor, equipment and materials necessary to transition 3,996 water meters to a fully functioning Automatic Meter Reading System. Of 3,996 meters, approximately 714 are currently read via touch-read, 1,879 radio read, with the remaining 1,403 meters being manual read (i.e., via direct visual reading). Approximately 95 percent of our water meters are residential (3/4-inch and 1-inch) in nature and 5 percent are larger residential and commercial (1.5-inch through 8-inch) meters.

The ITB targeted qualified and experienced manufacturers, suppliers, vendors, and installers of Radio Frequency Based Automatic Meter Reading Systems. The proposals included price quotes for furnishing and installing a new and complete Radio Frequency Based Automatic Meter Reading System for our existing 3,996 water meters. The proposals included new water meters and encoded registers, radio frequency components, data collection equipment and data collection software. Our target date for the full AMR system deployment is June 1, 2018.

Consolidated Supply Company is an Oregon-based family owned company that has been serving utilities and construction contractors for over 89 years. Mueller Systems is part of Mueller Water Products, which has been the industry leader in waterworks products for over 150 years.

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The Mueller Systems' Hot Rod® Mobile AMR system has a long history of high performance. The performance of the system has been achieved by utilizing the most efficient antenna array, employing a long-life lithium-chloride battery, transmitting up to five times more than the competition on multiple radio frequency channels, and by developing an FCC approved transmitter for metal meter vault installations. The system offers not only excellent performance, but a cost-effective solution designed to last twenty (20) years in the field.

The Hot Rod® transmitter is designed to provide meter reading efficiency along with the value-added benefits of instant data logging alerts and nearly six months (170 days) of stored hourly consumption data that can be uploaded to a lap top. Each Hot Rod® unit transmits every three (3) seconds on multiple, discrete radio channels in order to provide readability even in areas of radio frequency interference. In addition to meter readings, the Hot Rod® transmitter captures and reports any alerts that have been triggered such as a small leak, high leak, reverse flow, no flow, tamper detection, and communicates the duration for each alert. These 'tools' will help our staff in resolving and addressing customer issues regarding to their water usage.

Staff has reviewed the qualifications of Consolidated Supply Company and Mueller Systems. In our due diligence efforts we have contacted other community water systems that have installed the Mueller meter and Hot Rod® AMR system. All the community water utilities contacted had very positive comments and are extremely happy with the system. One of the areas that the other water utilities mentioned is the US based customer service that Mueller Systems provides. Not only can you actually talk to a service technician when you call, since Mueller Systems home base is North Carolina they do provide coverage for their west coast customers during our typical 8am – 5pm day.

In talking with one water system, Winston-Dillard Water District (Oregon), they completed a similar total meter change out to the Mueller Systems Hot Rod® AMR system. Winston-Dillard Water District has approximately 2,800 meter connections covering 33 square miles. They had a mix of manual, touch and radio read meters that took three staff three days to read their meters. By utilizing the Hot Rod® AMR system, they have reduced their meter reading from nine (9) 'man days' to only one (1) 'man day'.

Public Works has verified, in accordance with ORS 279C.375, that the contractor has had no disciplinary action by the Construction Contractor's Board (CCB); nor is the contractor listed on the Oregon Bureau of Labor and Industries (BOLI) ineligible list or the Federal Excluded Parties List System (EPLS).

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**FISCAL IMPACT:**

The proposal from Consolidated Supply Company not only had the highest score, but also the lowest cost. The proposal is \$573,712.32 which is slightly higher than our budget estimate of \$550,000. However, during the FY17-19 biennium our approved budget for capital facilities and equipment is \$695,000. Funding is available to complete the project.

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**RELEVANCE TO ADOPTED COUNCIL GOALS:**

- City Service Delivery – improving, maintaining and enhancing our infrastructure as feasible.
  - Livability & Quality of Life – being responsive to our community’s needs with efficient, effective and sustainable service delivery.
  - Financial & Organizational Sustainability – constructing infrastructure that supports current and future needs.
- 

**ALTERNATIVES:**

1. Award contract to Consolidated Supply Company.
  2. Do not award bid.
  3. Reject bids and re-scope the project.
- 

**RECOMMENDATION:**

Staff recommends that the City Council accept the proposal from Consolidated Supply Company and authorize the City Manager to proceed with a contract.

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**AIS PREPARED BY:**

Mike Miller, Public Works Director

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**CITY MANAGER’S  
RECOMMENDATION:**

Approve  
Comments:

Disapprove

Other

*ERReynolds*

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**ITEMS ATTACHED:**

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**AGENDA ITEM SUMMARY**  
**FLORENCE CITY COUNCIL**

**ITEM NO:** 5  
Meeting Date: October 9, 2017  
Department: Public Works

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**ITEM TITLE:** Authorize the City Manager to sign the Multimodal Transportation Enhance Program (MTEP) Local Agency Agreement between Oregon Department of Transportation and City of Florence.

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**DISCUSSION/ISSUE:**

The City and Oregon Department of Transportation (ODOT) have been working collaboratively on developing one of the 2015-2018 STIP (Statewide Transportation Improvement Program) funded projects. This project is the US 101/OR 126 15<sup>th</sup> Street – Redwood Street Rectangular Rapid Flash Beacon (RRFB) pedestrian crossings. These pedestrian crossings are located at OR 126 and Redwood Street; US 101 at 12<sup>th</sup> Street; and midblock 15<sup>th</sup>/16<sup>th</sup> streets on US 101. As additional background, the 2015-2018 STIP was adopted by the Oregon Transportation Commission on December 18, 2014.

The ODOT was awarded MTEP funding in the amount of \$477,453.33 for all of the phases of the project including design, bidding, construction and contract administration. In addition, ODOT shall be responsible for providing the matching funds, including all remaining costs above the MTEP funding. The total project cost is estimated at \$532,100.

In exchange for ODOT fully funding this project, the City is required to periodically inspect and maintain the RRFB crossings, including all curb ramps, pedestrian-activated signals, and sidewalks within the project area upon completion of the project and throughout its useful life. Specifically, maintenance activities will include: maintaining access of use for pedestrians, maintaining the sidewalk surface (including but not limited to removal of obstructions and sweeping), performing limited repairs to maintain an even surface, and ensuring continuing compliance to access with the American with Disabilities Act (ADA).

This is the same situation and agreement condition that we currently have with our other pedestrian RRFB crossings on Hwy 101 (US 101). These crossings are located at 30<sup>th</sup> Street; midblock 18<sup>th</sup>/19<sup>th</sup> streets; midblock 7<sup>th</sup>/8<sup>th</sup> streets; and at 2<sup>nd</sup> Street. All of these previous crossings were funded through grants with no additional cost outlay for the City with the exception of maintenance and/or repair.

This project is slated for construction in Spring 2018. The crossings, especially the Redwood Street crossing on Hwy 126 will be an enhancement to the ReVision Florence Streetscape project. The City and ODOT have been coordinating our plans in anticipation of the ReVision Florence project.

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**FISCAL IMPACT:**

As stated, the US 101/OR 126 15<sup>th</sup> Street – Redwood Street Rectangular Rapid Flash Beacon (RRFB) pedestrian crossings project is fully funded through State and MTEP funds. There is no additional upfront construction capital funds required from the City. Our fiscal impact will be to provide the ongoing maintenance and repair of these facilities after they are constructed. Maintenance and repair of the new RRFB's will be included as part of our Street Maintenance and Operations program.

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**RELEVANCE TO ADOPTED COUNCIL GOALS:**

The Multimodal Transportation Enhance Program (MTEP) Local Agency Agreement between Oregon Department of Transportation and City of Florence meets the 2017 Council Goals of:

- City Service Delivery – improving the delivery of cost effective and efficient services.
- Livability & Quality of Life – by being responsive to our community's needs.
- Communication & Trust – strengthening citizen trust by cooperatively working with other agencies for the common good.
- Financial & Organizational Sustainability – utilization of state and federal funds to provide needed safety improvements to the Hwy 101 and Hwy 126 corridor.

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**ALTERNATIVES:**

1. Authorize the City Manager to sign the Multimodal Transportation Enhance Program (MTEP) Local Agency Agreement with ODOT.
2. Do not authorize the City Manager to sign the Multimodal Transportation Enhance Program (MTEP) Local Agency Agreement with ODOT.

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**RECOMMENDATION:**

Staff recommends that City Council authorize the City Manager to sign the Multimodal Transportation Enhance Program (MTEP) Local Agency Agreement between Oregon Department of Transportation and City of Florence.

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**AIS PREPARED BY:** Mike Miller, Public Works Director

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**CITY MANAGER'S RECOMMENDATION:**  Approve       Disapprove       Other  
Comments: *ER Reynolds*

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**ITEMS ATTACHED:**

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**LOCAL AGENCY AGREEMENT**  
**MULTIMODAL TRANSPORTATION ENHANCE PROGRAM (MTEP)**  
**US101/OR126: 15<sup>th</sup> Street – Redwood**  
City of Florence

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 “ODOT,” and the **CITY OF FLORENCE**, 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 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.
2. US101 and OR126 are part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). 15<sup>th</sup> Street and Redwood are part of the city street system under the jurisdiction and control of Agency.
3. The project has been awarded MTEP funding in the amount of \$477,453.33 for all phases of the US101/OR126: 15<sup>th</sup> Street – Redwood project.
4. Agency has agreed that ODOT will oversee this project on behalf of the Agency.

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

**DEFINITIONS**

1. “Contract Award” (construction projects) means the issuance of a Notice to Proceed (NTP) to the construction contractor.
2. “Funding Ratio” means the relationship between MTEP funds and Total Project Cost and Other Funds and the Total Project Cost. This ratio is established at the time the agreement is executed and does not change during the course of the project. The ratio governs the obligation of MTEP funds at the time of construction/consultant award or Project Closeout.
3. “Match” means the minimum amount State or Agency must contribute to match the federal aid funding portion of the project.
4. “MTEP” means Multimodal Transportation Enhance Program and may be funded by a combination of federal and state funds.

5. "Other Funds" means other funding required to complete the project including but not limited to state, federal, and agency funds.
6. "Project Closeout" means project is ready to close as there are no more expenditures associated with project.
7. "Project Overruns" means the final cost estimate at Contract Award exceeds the estimated Total Project Cost estimate in this Agreement, or the final actual project costs exceed the final cost estimate at Contract Award.
8. "Project Underrun" means the final cost estimate at Contract Award is below the estimated Total Project Cost in this Agreement, or the final actual project costs are below the final cost estimate at Contract Award.
9. Total Project Cost means the estimated amount as show in this Agreement. This amount will include MTEP funds, local matching funds, and other funds as required to complete project as stated in this Agreement.

## **TERMS OF AGREEMENT**

1. Under such authority, Agency and State agree State will design and construct Rectangular Rapid Flashing Beacon (RRFB) pedestrian crossings at the intersections of: US101 and 12<sup>th</sup> Street; mid-block on US101 between 15<sup>th</sup> Street and 16<sup>th</sup> Street; and at the intersection of OR126 and Redwood, on behalf of Agency, hereinafter referred to as "Project" and is further defined below. The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof. The approvals for Project crosswalks and RRFB's are as shown in "Exhibit B" (1-3) respectively, attached hereto and by this reference made a part hereof.
2. The Project Description and Deliverables are as follows:
  - a. Description: Design and construct pedestrian crossings with flashing beacons at three locations.
  - b. Deliverables: Construction of pedestrian crossings at three locations with flashing beacons
3. Both Parties agree that an amendment to this Agreement is required if any changes are made to the Project as described in Project Description and Deliverables above.
4. The Project shall be conducted as a part of the Multimodal Transportation Enhance Program (MTEP) with funds provided under Title 23, United States Code and may include a combination of federal and state funds. The Total Project Cost is estimated at \$532,100, which is subject to change. MTEP funding for this Project shall be limited to \$477,453.33. State shall be responsible for all remaining costs, including the 10.27 percent match for all eligible costs.

5. The Funding Ratio for this Project is 89.73% of MTEP funds to 10.27% State funds and applies to Project Underruns. The Funding Ratio for this Project does not apply in the case of Project Overruns.
6. If, at the time of Contract Award or Project Closeout, the Project Underruns the estimated Total Project Cost in this Agreement, MTEP funding and Other Funds will be obligated proportionally based on the Funding Ratio. Any unused MTEP funds, will be retained by State, and will not be available for use by Agency for this Agreement or any other projects.
7. **Americans With Disabilities Act Compliance:**  
Parties shall:
  - a. Utilize ODOT standards to assess and ensure Project compliance with the Americans with Disabilities Act of 1990 (ADA), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
  - b. Follow ODOT's processes for design, modification, upgrade, or construction 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;
  - c. At Project completion, send an 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, modified, upgraded, or improved 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:  
<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>;
8. Agency shall, at its own expense, periodically inspect and maintain the Project, including all curb ramps, pedestrian-activated signals, and sidewalks within the Project area upon Project completion and throughout the useful life of the Project. Such Agency maintenance shall include, but is not limited to: maintaining access of use for pedestrians, maintaining the sidewalk surface (including but not limited to removal of obstructions, sweeping), performing limited repairs to maintain an even surface, and ensuring continuing compliance to access with the ADA. Agency shall notify State 48 hours before closing the sidewalk to perform repairs and shall follow the Oregon Temporary Traffic Control Handbook for pedestrian and traffic control. Such improvements shall be maintained at the same level as similar to facilities owned by State. Agency may require adjacent property owners to fund or perform maintenance of such improvements; however, Agency shall remain responsible for compliance with terms of this Agreement, and is responsible for the performance of such work, even when maintenance is performed by Agency contractors or property

owners, and when right of way behind the curb is partly or in whole State right of way.

9. With the exception of Americans with Disabilities Act of 1990 (ADA)-related design standards and exceptions, Project decisions regarding design standards, design exceptions, utility relocation expenses, right of way needs, preliminary engineering charges, construction engineering charges, and Contract Change Orders, as applicable shall be mutually agreed upon between the Agency and the State, as these decisions may impact the Total Project Cost. However, State may award a construction contract at ten (10) percent (%) over engineer's estimate without prior approval of Agency.
10. State will submit the requests for federal funding to Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed outside the period of performance or scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense.
11. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
12. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
13. This Agreement may be terminated by mutual written consent of both Parties.
14. 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 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.



City of Florence/ODOT  
Agreement No. 32087

- 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 if State is prohibited from paying for such work from the planned funding source.
15. Information required by 2 Code of Federal Regulation (CFR) 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by ODOT to Agency with the Notice to Proceed.
  16. Indirect Cost Rate.
    - a. As required by 2 CFR 200.331(a)(4), the indirect cost rate(s) for this project at the time the agreement is written is zero percent (0%). This rate may change during the term of this Agreement upon notice to ODOT and ODOT's subsequent written approval.
    - b. If the approved rate(s) change(s) during the term of this Agreement, Agency shall invoice ODOT using the current indirect cost rate(s) for the project on file with ODOT at the time the work is performed. If Agency does not have approved indirect cost rate(s) on file with ODOT at the time the work is performed, Agency shall invoice ODOT using a zero percent (0%) rate.
  17. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure the contractors include the requirement in their subcontracts.
  18. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
  19. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
  20. Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available

non-appropriated funds, up to the amount received under this Agreement.

21. State and Agency hereto 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 the Agreement did not contain the particular term or provision held to be invalid.
22. 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.
23. 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.
24. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached Exhibits will control over Project application and documents provided by Agency to State. 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.
25. State Contact for this Agreement is Jeff Lange, Area 5 Project Leader, 2080 Laura Street, Springfield, Oregon 97477; telephone: (541) 747-1302; email: [Jeffrey.r.lange@odot.state.or.us](mailto:Jeffrey.r.lange@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.
26. Agency's Contact for this Project is Mike Miller, Director, Florence Public Works, 989 Spruce Street, Florence, Oregon 97439; telephone: (541) 997-4106; email: [mike.miller@ci.florence.or.us](mailto:mike.miller@ci.florence.or.us), 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.

**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.

City of Florence/ODOT  
Agreement No. 32087

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #18864) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

Signature Page Follows

**CITY OF FLORENCE**, by and through its  
elected officials

By \_\_\_\_\_  
Title:

Date \_\_\_\_\_

By \_\_\_\_\_  
Title:

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Agency Counsel

Date \_\_\_\_\_

**Agency Contact:**

Mike Miller, Director  
City of Florence Public Works  
989 Spruce Street  
Florence, Oregon 97439  
(541) 997-4106  
Mike.miller@ci.florence.or.us

**State Contact:**

Jeff Lange, Area 5 Project Leader  
2080 Laura Street  
Springfield, Oregon 97477  
(541) 474-1302  
Jeffrey.r.lange@odot.state.or.us

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

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
State Traffic-Roadway Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 2 Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

EXHIBIT A – Project Location Map

# US101/OR126: 15TH STREET T - REDWOOD PROJ.

## OREGON COAST & FLORENCE - EUGENE HIGHWAYS

LANE COUNTY  
JANUARY 2018

**ADVANCE COPY**  
SUBJECT TO CHANGE

PROJECT SITE  
SA00(019)

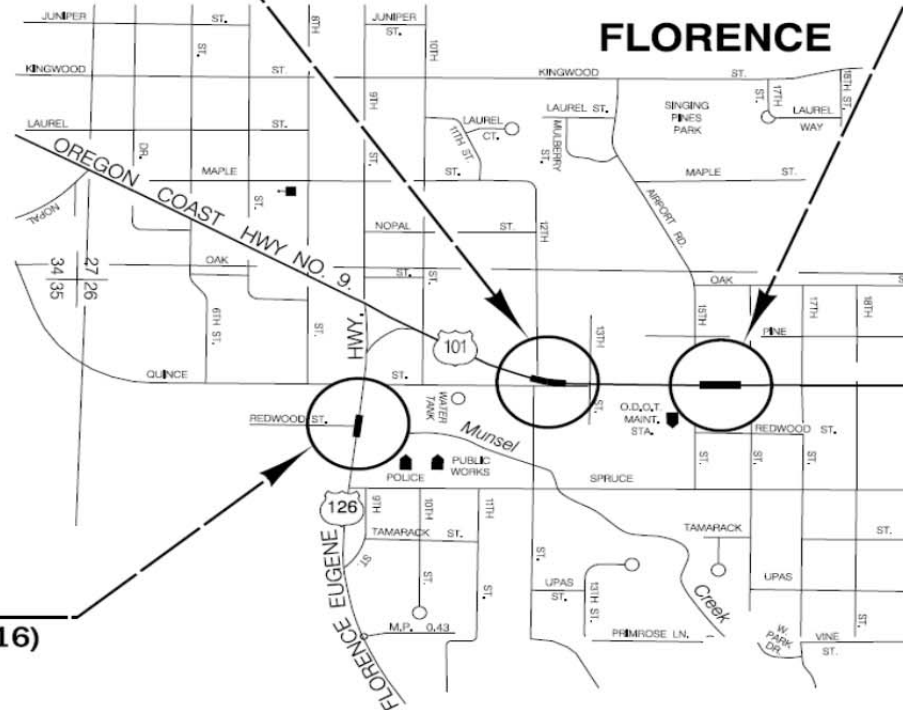
STA. "RW" 3+16.5 (M.P. 190.03)

PROJECT SITE  
SA00(019)

STA. "RW1" 58+81.6 (M.P. 189.83)

PROJECT SITE  
SA00(019)

STA. "RW2" 1032+21.1 (M.P. 0.16)



T. 18S., R. 12W., W.M.



Exhibit B -1



**INTEROFFICE MEMO**

TECHNICAL SERVICES

Traffic-Roadway Section  
Office Phone: (503) 986-3568  
Fax Number: (503) 986-3749

DATE: May 16, 2017

TO: Dorothy Upton, P.E.  
Region 2 Traffic Engineer

File Code: Hwy 009 MP 190.03

FROM:  Mike Kimlinger, P.E.  
Interim State Traffic/Roadway Engineer

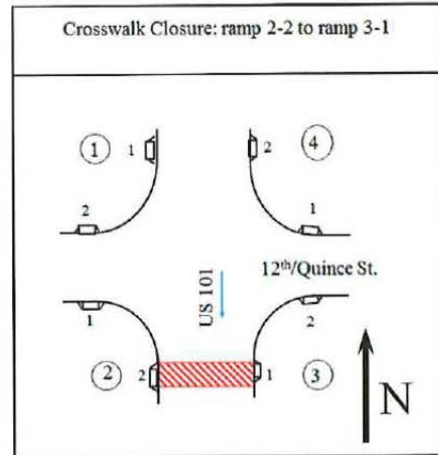
SUBJECT: **Request to Mark Crosswalks, Install an RRFB, Close a Crosswalk  
Oregon Coast Highway (US 101) at 12<sup>th</sup> Street, MP 190.03  
City of Florence**

We have received your request to mark the northern crosswalk and install Rectangular Rapid Flashing Beacons (RRFBs) on US 101 at 12<sup>th</sup> Street in the City of Florence. This location was identified and recommended for pedestrian crossing improvements in the 2006 Florence/US 101 Pedestrian Study. The crosswalk markings, median island, RRFB's, and related improvements are expected to encourage pedestrians to cross the highway at this location and to improve driver stopping compliance. In accordance with Oregon Administrative Rule (OAR) 734-20-0410, I approve your request with the following conditions:

1. Raised median islands shall be installed at this crosswalk. RRFB units and pedestrian push buttons shall be installed on the island as well as on the right-hand side of the roadway.
2. Crosswalk markings shall be installed in accordance with Section 3B.18 of the 2009 MUTCD and the ODOT Traffic Line Manual. Longitudinal (continental) markings shall be used to designate the crosswalk and advance stop bars shall be employed.
3. The installation of the RRFB devices shall be in accordance with the conditions listed in FHWA's Interim Approval for Optional Use of Rectangular Rapid Flashing Beacons (IA-11) dated July 16, 2008.
4. All new construction shall be ADA-compliant.
5. The installation of new pedestrian pushbuttons where they did not previously exist is described in Operational Notice MG 144-03 as an event that will trigger the need for the push buttons to meet all applicable ADA standards including those for reach, range, and a level landing area.
6. Non-compliant curb ramps that are part of the crossing shall be brought up to current standards.
7. This office must review and approve the final design plans.

City of Florence/ODOT  
Agreement No. 32087

You also requested approval to close the southern crosswalk at this intersection. The proposed closure is based on concerns related to the crosswalk's close proximity to the enhanced northern crosswalk and the desire to encourage pedestrians to cross US 101 at that location. The closure shall be implemented through the installation of crosswalk closure signs and barricade on each end of the crosswalk. If you have any questions or concerns regarding this approval, please contact Gary Obery at 503-986-4062.



Electronic Courtesy Copies:

Jim Gamble, District 5 Manager  
Frannie Brindle, Area 5 Manager  
Angela Kargel, Region 2 Traffic Manager  
Jamie Schmidt, Region 2 Traffic Invest.  
David Sutkowski, Region 2 Traffic Services Mgr.  
Tyler Ferguson, Asset Management Specialist

Doug Bish, Traffic Engineering Services Mgr.  
Katherine Burns, Traffic Investigations Eng.  
Gary Obery, Active Modes Traffic Engineer  
Jeff Lange, Region 2 Project Leader  
Rodger Gutierrez, ADA Bike Ped Engineer  
Scott Cramer, Traffic Signal Engineer

GRO/tc

Exhibit B-2



**I N T E R O F F I C E M E M O**

TECHNICAL SERVICES  
Traffic-Roadway Section  
Office Phone: (503) 986-3568  
Fax Number: (503) 986-3749

DATE: May 16, 2017

TO: Dorothy Upton, P.E.  
Region 2 Traffic Engineer

File Code: Hwy 009 MP 189.83

FROM: Mike Kimlinger, P.E.  
Interim State Traffic/Roadway Engineer

SUBJECT: **Request to Mark Crosswalk & Install an RRFB  
Oregon Coast Highway (US 101) at 15<sup>th</sup> Street, MP 189.83  
City of Florence**

We have received your request to mark a midblock crosswalk between 15<sup>th</sup> and 16<sup>th</sup> Street and to install Rectangular Rapid Flashing Beacons (RRFBs) on US 101 in the City of Florence. This location was identified and recommended for pedestrian crossing improvements in the 2012 update to the Florence Transportation System Plan. The crosswalk markings, median island, RRFBs, and related improvements are expected to encourage pedestrians to cross the highway at this location and to improve driver stopping compliance. In accordance with Oregon Administrative Rule (OAR) 734-20-0410, I approve your request with the following conditions:

1. Raised median islands shall be installed at this crosswalk. RRFB units and pedestrian push buttons shall be installed on the island as well as on the right-hand side of the roadway.
2. Crosswalk markings shall be installed in accordance with Section 3B.18 of the 2009 MUTCD and the ODOT Traffic Line Manual. Longitudinal (continental) markings shall be used to designate the crosswalk and advance stop bars shall be employed.
3. The installation of the RRFB devices shall be in accordance with the conditions listed in FHWA's Interim Approval for Optional Use of Rectangular Rapid Flashing Beacons (IA-11) dated July 16, 2008.
4. All new construction shall be ADA-compliant.
5. The installation of new pedestrian pushbuttons where they did not previously exist is described in Operational Notice MG 144-03 as an event that will trigger the need for the push buttons to meet all applicable ADA standards including those for reach, range, and a level landing area.
6. Non-compliant curb ramps that are part of the crossing shall be brought up to current standards.
7. This office must review and approve the final design plans.

If you have any questions or concerns regarding this approval, please contact Gary Obery at 503-986-4062.

Electronic Courtesy Copies:

Jim Gamble, District 5 Manager  
Frannie Brindle, Area 5 Manager  
Angela Kargel, Region 2 Traffic Manager  
Jamie Schmidt, Region 2 Traffic Investigator  
David Sutkowski, Region 2 Traffic Services Mgr  
Scott Cramer, Traffic Signal Engineer

Doug Bish, Traffic Engineering Services Manager  
Katherine Burns, Traffic Investigations Engineer  
Gary Obery, Active Modes Traffic Engineer  
Jeff Lange, Region 2 Project Leader  
Rodger Gutierrez, ADA Bike Ped Engineer

GRO/tc



Exhibit B-3



**I N T E R O F F I C E M E M O**

TECHNICAL SERVICES

Traffic-Roadway Section  
Office Phone: (503) 986-3568  
Fax Number: (503) 986-3749

DATE: May 16, 2017

TO: Dorothy Upton, P.E.  
Region 2 Traffic Engineer

File Code: Hwy 62 MP 0.16

FROM: Mike Kimlinger, P.E.  
Interim State Traffic/Roadway Engineer

SUBJECT: **Request to Mark Crosswalk & Install a RRFB  
Florence-Eugene Highway (OR 126) at Redwood Street, MP 0.16  
City of Florence**

We have received your request to mark the western crosswalk and install Rectangular Rapid Flashing Beacons (RRFBs) at Redwood Street on OR 126 in the City of Florence. This location is expected to serve bicyclists and pedestrians who will be traveling the multiuse trail that is planned to cross OR 126 at this location. The crosswalk markings, median island, RRFBs, and related improvements are expected to encourage trail-users to cross the highway at this location and to improve driver stopping compliance. In accordance with Oregon Administrative Rule (OAR) 734-20-0410, I approve your request with the following conditions:

1. Raised median islands shall be installed at this crosswalk. RRFB units and pedestrian push buttons shall be installed on the island as well as on the right-hand side of the roadway.
2. Crosswalk markings shall be installed in accordance with Section 3B.18 of the 2009 MUTCD and the ODOT Traffic Line Manual. Longitudinal (continental) markings shall be used to designate the crosswalk and advance stop bars shall be employed.
3. The installation of the RRFB devices shall be in accordance with the conditions listed in FHWA's Interim Approval for Optional Use of Rectangular Rapid Flashing Beacons (IA-11) dated July 16, 2008.
4. All new construction shall be ADA-compliant.
5. The installation of new pedestrian pushbuttons where they did not previously exist is described in Operational Notice MG 144-03 as an event that will trigger the need for the push buttons to meet all applicable ADA standards including those for reach, range, and a level landing area.
6. Non-compliant curb ramps that are part of the crossing shall be brought up to current standards.
7. This office must review and approve the final design plans.

If you have any questions or concerns regarding this approval, please contact Gary Obery at 503-986-4062.

Electronic Courtesy Copies:

Jim Gamble, District 5 Manager  
Frannie Brindle, Area 5 Manager  
Angela Kargel, Region 2 Traffic Manager  
Jamie Schmidt, Region 2 Traffic Investigator  
David Sutkowski, Region 2 Traffic Services Mgr  
Scott Cramer, Traffic Signal Engineer

Doug Bish, Traffic Engineering Services Manager  
Katherine Burns, Traffic Investigations Engineer  
Gary Obery, Active Modes Traffic Engineer  
Jeff Lange, Region 2 Project Leader  
Rodger Gutierrez, ADA Bike Ped Engineer

GRO/tc

**ATTACHMENT NO. 1  
SPECIAL PROVISIONS**

1. State, or the consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, hydraulic studies, assist with acquisition of necessary right of way and easements; obtain all required permits and arrange for all utility relocations/adjustments. State or the consultant shall conduct all work components necessary to complete the Project.
2. Upon State's award of the construction contract, State, or the consultant, shall be responsible for all required materials testing and quality documentation; and prepare necessary documentation with ODOT-qualified personnel, and State will make all contractor payments. Contract administration, construction engineering and inspection will follow the most current version of the ODOT Construction Manual and the ODOT Inspector's Manual.
3. Agency shall, at its own expense and in a manner satisfactory to State, 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. Maintenance and power responsibilities shall survive any termination of the Project Agreement.
4. State will perform work throughout the duration of the Project and shall provide a preliminary estimate of State costs for this work. Prior to the start of each Project phase State shall provide an updated estimate of State costs for that phase. Such phases generally consist of Preliminary Engineering, Right of Way, Utility, and Construction. Agency understands that State's costs are estimates only and agrees to reimburse State for actual cost incurred per this Agreement.
5. State and Agency agree that the useful life of this Project is defined as 20 years.
6. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
7. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach. Agency will be ineligible to receive or apply for any Title 23, United States Code funds until State receives full reimbursement of the costs incurred.

## **ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS**

### **PROJECT ADMINISTRATION**

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State or its consultant, with Agency involvement shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.

### **PROJECT FUNDING REQUEST**

4. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, the consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

### **FINANCE**

5. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind

City of Florence/ODOT  
Agreement No. 32087

contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or vendor, using criteria 2 CFR 200.330.

6. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines Manual that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State.
7. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
  - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
  - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
  - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.

10. Agency shall follow the requirements stated in the Single Audit Act. Agencies expending \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, shall have a single organization-wide audit conducted in accordance with the Single Audit Act of 1984, PL 98-502 as amended by PL 104-156 and subject to the requirements of 49 CFR Parts 18 and 19. Agencies expending \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014 shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Agencies expending less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials based on the records retention period identified in the Project Agreement. The cost of this audit can be partially prorated to the federal program.
11. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
12. Agency shall present invoices for one hundred (100) percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison for review, approval and reimbursement to Agency. Costs will be reimbursed consistent with federal funding provisions and the Project Agreement. Such invoices shall identify the Project by the name of the Project Agreement, reference the Project Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one-month duration, based on actual expenses to date. All invoices received from Agency must be approved by State's Liaison prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of the Federal-Aid Policy Guide (FAPG), Title 23 CFR parts 1.11, 140 and 710. Final invoices shall be submitted to State for processing within forty-five (45) days from the end of each funding phase as follows: a) preliminary engineering, which ends at the award date of construction b) last payment for right of way acquisition and c) contract completion for construction. Partial billing (progress payment) shall be submitted to State within forty-five (45) days from date that costs are incurred. Invoices submitted after 45 days may not be eligible for reimbursement by FHWA. Agency acknowledges and agrees 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 of Agency which are directly pertinent to the Project Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period ending on the later of six (6) years following the date of final voucher to FHWA or after resolution of any disputes under the Project Agreement. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (2 CFR 200.333(c)).
13. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:
  - a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State

will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

- b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

- 14. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
- 15. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.

## **STANDARDS**

- 16. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or the consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or the consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
- 17. Agency agrees that if the Project is on the Oregon State Highway System or State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
- 18. State and Agency agree that for all projects on the Oregon State Highway System or State-owned facility any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agrees that for all projects on the NHS, regardless of funding source; any

design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval. FHWA shall review any design exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.

19. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or the consultant shall, on behalf of Agency, 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 pursuant to OAR 734-020-0430.
20. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

## **PRELIMINARY & CONSTRUCTION ENGINEERING**

21. Preliminary engineering and construction engineering may be performed by either a) State, b) State-approved consultant, or c) certified agency. Engineering work will be monitored by State or certified agency to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, b) State-approved consultant or c) certified agency. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
22. Agency may request State's two-tiered consultant selection process as allowed by OAR 137-048-0260 to perform architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects. Use of the State's processes is required to ensure federal reimbursement. State will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 137-048-0130, OAR 137-048-0220(4) and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the consultant prior to receiving authorization from State to proceed.
23. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
24. State or certified agency shall prepare construction contract and bidding documents, advertise for bid proposals, and award all construction contracts.

25. Upon State's or certified agency's award of a construction contract, State or certified agency shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
26. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

### **REQUIRED STATEMENT FOR United States Department of Transportation (USDOT) FINANCIAL ASSISTANCE AGREEMENT**

27. By signing the Federal-Aid Agreement to which these Federal Standard Provisions are attached, Agency agrees to adopt State's DBE Program Plan, available at [https://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/dbe\\_prog\\_plan.aspx](https://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/dbe_prog_plan.aspx). Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Agency agrees to take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. State's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Project Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Project Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 United States Code (USC) 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

### **Disadvantaged Business Enterprises (DBE) Obligations**

28. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

*"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."*

29. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
30. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work



including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

## **RIGHT OF WAY**

31. State and the consultant, if any, agree that right of way activities shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24. State, at Project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.
32. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or the consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
33. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be responsible for coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Liaison, who will forward the request to State's Region Right of Way office on all projects. State or the consultant must receive written authorization to proceed from State's Right of Way Section prior to beginning right of way activities. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). State's Liaison shall contact State's Region Right of Way office for additional information or clarification on behalf of Agency.
34. Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
35. State or the consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.

36. State and Agency grants each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

## **RAILROADS**

37. State or Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing and, at Project expense, to provide railroad coordination and negotiations through the State's Utility & Railroad Liaison on behalf of Agency. However, State is under no obligation to agree to perform said duties.

## **UTILITIES**

38. State, the consultant, or Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State, the consultant or Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

## **GRADE CHANGE LIABILITY**

39. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
40. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
41. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Project Agreement.

## **MAINTENANCE RESPONSIBILITIES**

42. 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. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of

the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

## **CONTRIBUTION**

43. 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.
44. 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.
45. 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.

## **ALTERNATIVE DISPUTE RESOLUTION**

46. The Parties shall attempt in good faith to resolve any dispute arising out of this Project 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.

## **WORKERS' COMPENSATION COVERAGE**

47. All employers, including Agency, that employ subject workers who work under this Project 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 five hundred thousand (\$500,000) must be included. State and Agency shall ensure that each of its contractors complies with these requirements.

## **LOBBYING RESTRICTIONS** – pursuant to Form FHWA-1273, Required Contract Provisions

48. Agency certifies by signing the Project Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

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**AGENDA ITEM SUMMARY**  
**FLORENCE CITY COUNCIL**

**ITEM NO: 6**  
Meeting Date: October 9, 2017  
Department: City Manager

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**ITEM TITLE:** CITY MANAGER REPORT

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**AGENDA ITEM SUMMARY**  
**FLORENCE CITY COUNCIL**

**ITEM NO: 7**

Meeting Date: October 9, 2017

Department: City Council

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**ITEM TITLE:** CITY COUNCIL REPORTS

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