



# Council Business Meeting

August 15, 2023

<b>Agenda Item</b>	Public Art Grant Application Authorization for the Neighborhood Public Arts: ODT Traffic Signal Box Beautification Project, Phase 2	
<b>From</b>	Brandon Goldman	Community Development Director
<b>Contact</b>	<a href="mailto:Brandon.goldman@ashland.or.us">Brandon.goldman@ashland.or.us</a> 541-552-2076	
<b>Item Type</b>	Requested by Council <input type="checkbox"/> Update <input type="checkbox"/> Request for Direction <input checked="" type="checkbox"/> Presentation <input type="checkbox"/>	

## **SUMMARY**

Staff is requesting authorization to prepare and submit an application requesting a public art grant from the Haines & Friends Visual Arts Program to assist in funding the Neighborhood Public Artworks: ODOT Traffic Signal Box Beautification Project.

## **POLICIES, PLANS & GOALS SUPPORTED**

[Public Art Master Plan 2007](#)

Goal 5: Continue to pursue grants and donations from public and private sources for specific projects as they become available and are identified.

[AMC 2.29.100 Process for acquiring Public Art](#)

## **BACKGROUND AND ADDITIONAL INFORMATION**

The Neighborhood Public Artworks: ODOT Traffic Signal Box Beautification Project, Phase 2, is an initiative organized by the City of Ashland's Public Arts Advisory Committee (PAAC) to enhance the visual landscape of the city and promote community engagement through public art. Building upon the success of Phase 1, which beautified nineteen utility boxes in Ashland, Phase 2 will focus on traffic signal boxes in partnership with Oregon Department of Transportation. The project aims to transform these utilitarian objects into artistic pieces by inviting artists to submit design proposals that incorporate community participation in the painting process.

The theme for Phase 2 is "Neighborhood Public Artworks," and the PAAC seeks designs that allow community members to be actively involved in the painting of the ODOT boxes. Artists can propose various approaches, such as paint-by-numbers templates or incorporating handprints as elements in the artwork. Priority will be given to artists' proposals involving collaborative or participatory art projects.

Submissions will be reviewed by the Public Arts Advisory Committee (PAAC), along with a Selection Committee consisting of representatives from the Public Works Department, art professionals, a student from a local educational institution, and a community member. The Selection Committee will evaluate and choose winning designs based on criteria such as visual appeal, thematic relevance, community involvement, and appropriateness for the designated locations.

Upon selection, artists will receive an honorarium of \$500 per box. In addition to the artist honorarium, The City would support the Neighborhood Public Artworks: ODOT Traffic Signal Box Beautification Project





# Council Business Meeting

by taking on several responsibilities to facilitate the project's execution. The City's support includes prepping the traffic signal boxes before painting, providing the necessary materials for artists to paint the boxes, and applying an anti-graffiti coating after the completion of the artworks. The City of Ashland's financial commitment and potential partnerships with other organizations will play a vital role in expanding the project's scope and making it a successful and impactful initiative for the community.

## **FISCAL IMPACTS**

The fiscal impact to the City of the Neighborhood Public Artworks: ODOT Traffic Signal Box Beautification Project relies on the amount granted through the competitive award grant from Haines & Friends and the City of Ashland's direct one-to-one matching contribution. Considering that each signal box may require materials and preparation ranging from \$500 to \$800, along with a \$500 honorarium for the selected artists, the total cost per box would be within the range of \$1,000 to \$1,300.

Presently, the first three locations for painting have been identified, amounting to an estimated total cost of \$3,000 to \$3,900 for these initial boxes. The number of boxes that can ultimately be beautified will depend on the available funding. If the project receives additional grants or contributions from the City, it has the potential to expand further, allowing for the beautification of more signal boxes, with a projected range of up to 10 boxes in total.

The requested match from the City is proposed as an amount not to exceed \$5,000. These funds are in the 2023-2025 BN budget through the Administration Department in support of public art.

## **DISCUSSION QUESTIONS**

Not Applicable

## **SUGGESTED NEXT STEPS**

Staff recommends that the Council authorize staff and the Public Arts Advisory Committee to prepare and submit an application for a \$5,000 grant from the 2023 Haines & Friends Visual Arts Grant Program.

## **ACTIONS, OPTIONS & POTENTIAL MOTIONS**

I move to authorize staff and Public Arts Advisory Committee to prepare and submit an application for a 2023 Haines & Friends Visual Arts Grant and authorize up to \$5,000 as a matching City contribution for the Neighborhood Public Artworks: ODOT Traffic Signal Box Beautification Project.

## **REFERENCES & ATTACHMENTS**

- The Haines & Friends Visual Arts Grant Program : <https://www.hainesandfriends.org/general-information>
- ODOT Memorandum of Understanding for Traffic Signal Box art project

**INTERGOVERNMENTAL AGREEMENT**  
**Ashland Signal Box Artwork**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and the City of Ashland, 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, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. Siskiyou Highway, No. 273 (OR 273), Rogue Valley Highway, No. 63 (OR 99) and Green Springs Highway, No. 21 (OR66) are a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
3. State owns and operates traffic control signal boxes on state property on OR 273, OR 99 and OR 66 within the city limits of Agency. Agency has requested to paint/vinyl wrap artistic artwork, hereinafter referred to as "Artwork" on the traffic control signal boxes and to perform the maintenance of this Artwork. State has approved Agency to paint/vinyl wrap and maintain Artwork on the traffic signal control boxes located in Ashland, Oregon on OR 273, OR 99 and OR 66.

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

**TERMS OF AGREEMENT**

1. Under such authority, State and Agency agree to Agency funding, painting/vinyl wrapping and maintaining Artwork on traffic control signal boxes in Ashland, OR, hereinafter referred to as "Project." The location of the Project Art Boxes are listed on the table attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. Agency shall be responsible for any and all Project costs.
3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance (and power if applicable) responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within ten (10) calendar years following the date of final execution of this Agreement by both Parties.

Agency/State  
Agreement No. 73000-00014183

#### AGENCY OBLIGATIONS

1. Agency shall protect any and all labeling on the traffic control signal boxes.
2. Agency shall, at its own expense, perform routine maintenance and upkeep of the Artwork to keep them clean and in good repair, including, but not limited to:
  - a. Any damage to the Artwork due to vehicle crashes, vandalism including graffiti, acts of nature, or regular wear or aging must be repaired or removed by Agency within fourteen (14) days of discovery.
  - b. Offensive graffiti must be removed within forty-eight (48) hours of discovery.
3. Agency shall obtain a miscellaneous permit to occupy State right of way through the State District 8 Office prior to commencement of work performed under this Agreement.
4. Agency shall notify State's District 8 Office at least forty-eight (48) hours prior to on-site work.
5. All work must be conducted in a manner to minimize interference with highway traffic and to control said traffic according to *Oregon Temporary Traffic Control Handbook (OTTCH)* and the *Manual on Uniform Traffic Control Devices (MUTCD)*.
6. If Agency fails to maintain, repair, or remove the Artwork as required, the Artwork may be removed by State at Agency's expense without commitment for restoration, replacement or compensation by State.
7. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.
8. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes; rules and regulations.
9. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

Agency/State  
Agreement No. 73000-00014183

10. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
11. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
12. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
13. 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 specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
14. 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.

Agency/State  
Agreement No. 73000-00014183

15. Agency's Project Manager for this Project is Scott Fleury, Public Works Director, 51 Winburn Way, Ashland, OR 97520, 541-552-2412, scott.fleury@ashland.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.

#### STATE OBLIGATIONS

1. State grants authority to Agency to enter state right of way for the Project as shall be provided for in miscellaneous permits to be issued by State's District 8 Office.
2. State reserves the right to remove the Artwork if Agency fails to maintain, repair, or remove the Artwork as required. Such removal shall be conducted at Agency's expense without commitment for restoration, replacement or compensation by State.
3. State's Project Manager for this Project is Chris Emerson, Interim R3 Electrical Manager, 61036 Highway 101, Coos Bay, OR 97420, 541-269-5217, Christopher.s.emerson@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

#### GENERAL PROVISIONS

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is

Agency/State  
Agreement No. 73000-00014183

prohibited or State is prohibited from paying for such work from the  
planned funding source.

3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. 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.
5. 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.
6. 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.

Agency/State

Agreement No. 73000-00014183

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. 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.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
10. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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



Agency/State  
Agreement No. 73000-00014183

CITY OF ASHLAND, by and through its  
elected officials

By Joseph Fleury  
Date 3/20/23 city manager

By \_\_\_\_\_  
Date \_\_\_\_\_

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

By DMM  
Agency's Counsel  
Date 01/26/2023

**Agency Contact:**  
Scott Fleury  
Public Works Director  
51 Winburn Way  
Ashland, OR 97520  
541-552-2412  
scott.fleury@ashland.or.us

**State Contact:**  
Chris Emerson  
Interim R3 Electrical Manager  
61036 Highway 101  
Coos Bay, OR 67420  
541-269-5217  
Christopher.s.emerson@odot.oregon.gov

STATE OF OREGON, by and through  
its Department of Transportation

By Dani L Newall  
Region 3 Manager  
Date 03/24/2023

APPROVAL RECOMMENDED

By Angela Kargel  
State Traffic/Roadway Engineer  
Date 3/23/23

By June Gill  
District 8 Manager  
Date 3-21-23

Agency/State  
Agreement No. 73000-00014183

EXHIBIT A

CITY OF ASHLAND TRAFFIC SIGNALS

LOCATION
1. Mountain Avenue @ East Main Street
2. OR99 Siskiyou Blvd. @ E. Main/4 <sup>th</sup> St. F.S.Sig.
3. OR99 Siskiyou Blvd. @ Beach Street
4. OR99 Siskiyou Blvd. @ Mountain Avenue
5. OR99 Siskiyou Blvd. @ Wightman Street
6. OR99 South Bound Main Street @ Gresham
7. Lithia Way @ East Main Street
8. Sherman Street @ Siskiyou Blvd.
9. OR99 North Bound @ Fire Station
10. OR99 Siskiyou Blvd. @ OR66 Ashland Street
11.
12. OR66 Ashland Street @ Walker Avenue

STATE Traffic Signals in Ashland

LOCATION
1. Maple Street @ OR99 Main Street
2. Laurel Street @ OR99 Main Street
3. Helman Street @ OR99 Main Street
4. Pioneer Street @ OR99 Main Street
5. Second Street @ OR99 Main Street
6. Pioneer Street @ OR99 Lithia Way
7. Second Street @ OR99 "C" Street
8. OR66 @ Tolman Crk. Rd
9. OR99 Siskiyou Blvd. @ Walker Avenue

Agency/State  
Agreement No.

06-12-15