**6:30 p.m. – Work Session - Discussion on public meeting law interpretation**

# AGENDA FOR COUNCIL MEETING
# KLAMATH FALLS CITY COUNCIL
# JANUARY 4, 2016
# 7:00 P.M.

*Matters for Council consideration not scheduled on the Agenda can be addressed by the general public under the "Public Comment" section on the agenda. Testimony must be presented according to Council procedure. Items of a non-emergency nature may be scheduled for future Council determination in order to provide sufficient time to analyze the issue.*

## CALL TO ORDER AND ROLL CALL

## PLEDGE OF ALLEGIANCE

## PRESENTATION OF LIFE SAVING AWARDS TO OFFICER TAYLOR HERBST AND OFFICER THOMAS REIF – POLICE CHIEF HENSLEE

## PUBLIC COMMENT

## 1. CONSENT AGENDA

a. Approval of January 4, 2016 agenda and December 7, 2015 regular meeting minutes

## LAND USE PUBLIC HEARING - QUASI JUDICIAL - NONE

## LAND USE PUBLIC HEARING – LEGISLATIVE - NONE

## GENERAL PUBLIC HEARING - NONE

## LEGISLATIVE ACTION

## 2. ELECTION OF COUNCIL PRESIDENT – 2016

a. Move to elect Council President

3. **AUTHORIZATION TO ENTER INTO AGREEMENT NO. 30315 WITH THE OREGON DEPARTMENT OF TRANSPORTATION FOR THE WASHBURN WAY SIDEWALK CONSTRUCTION PROJECT – PHASE II**

   a. Report of Public Works Director
   b. Move to Authorize the Mayor to sign agreement 30315 with the Oregon Department of Transportation for the Washburn Way Sidewalk Improvement Project-Phase II

4. **AN ORDINANCE AMENDING THE TRANSPORTATION SYSTEM PLAN ADDING CRITERION TO GOAL 1 – SECOND AND FINAL READING**

   a. Move to pass Ordinance for second and final reading by title only
   b. Move to adopt Ordinance

## OTHER MATTERS

## ADJOURNMENT

The City Council may recess/adjourn to Executive Session under ORS 192.660 as follows: ORS 192.660(2):
(a) - Employment of Public Officers, Employees
(b) - Discipline of Public Officers and Employees and Agents
(d) - Labor Negotiations
(e) - Real Property Transactions
(f) - Exempt Public Records
(g) - Trade Negotiations
(h) - Consultation with Legal Counsel
(i) - Performance Evaluations of Public Officers and Employees
(j) - Public Investments

Please contact the City Recorder's office, Klamath Falls City Hall, 500 Klamath Avenue, Klamath Falls, OR 97601, or call 541.883.5316 at least 48 hours prior to the scheduled meeting time if you need an accommodation to participate in the meeting. The City's TTY/TDD number is 541.883.5324

# THE KLAMATH FALLS POLICE DEPARTMENT

*TO ALL WHO SHALL SEE THESE PRESENTS, GREETING: THIS IS TO CERTIFY THAT THE CHIEF OF POLICE HAS AWARDED THE*

# LIFE SAVING AWARD

**TO OFFICER TAYLOR HERBST**

**FOR** exceptionally swift and decisive performance while saving the life of a man on October 22, 2015. Officer Herbst responded to Division Street on the report of a male subject attempting suicide by hanging himself in the garage. Officer Herbst and Officer Reif arrived on Division Street and quickly made their way through the house and to the door entering the garage. The suicidal male announced from the garage that he was armed with a gun. Officer Herbst not sure what to expect inside the garage, cautiously looked in. Officer Herbst observed the man kick away the table he was standing on. Officer Herbst observed the man's body suspended in the air with an extension cord wrapped securely around his neck. Officer Herbst and Officer Reif working as a team immediately entered the garage. Officer Reif grabbed the man's legs and lifted his body enough to ease the tension of the cord around the man's neck. Officer Herbst cut the extension cord, and both officers assisted the man to the ground. Officer Herbst's decisive actions and exceptional performance resulted in saving the man's life. Her decisions and actions reflect great credit upon herself, her family, her profession, and the Klamath Falls Police Department.

**David A. Henslee**
**Chief of Police**

# THE KLAMATH FALLS POLICE DEPARTMENT

*TO ALL WHO SHALL SEE THESE PRESENTS, GREETING: THIS IS TO CERTIFY THAT THE CHIEF OF POLICE HAS AWARDED THE*

# LIFE SAVING AWARD

**TO OFFICER THOMAS REIF**

**FOR** exceptionally swift and decisive performance while saving the life of a man on October 22, 2015. Officer Reif responded to Division Street on the report of a male subject attempting suicide by hanging himself in the garage. Officer Reif and Officer Herbst arrived on Division Street and quickly made their way through the house and to the door entering the garage. The suicidal male announced from the garage that he was armed with a gun. Officer Reif, not sure what to expect inside the garage, cautiously looked in. Officer Reif observed the man was not armed, but saw the man kick away the table he was standing on. Officer Reif observed the man's body suspended in the air with an extension cord wrapped securely around his neck. Officer Reif and Officer Herbst working as a team immediately entered the garage. Officer Reif grabbed the man's legs and lifted his body enough to ease the tension of the cord around his neck. Officer Herbst cut the extension cord, and both officers assisted the man to the ground. Officer Reif's decisive actions and exceptional performance resulted in saving the man's life. His decisions and actions reflect great credit upon himself, his family, his profession, and the Klamath Falls Police Department.

**David A. Henslee**
**Chief of Police**

MINUTES
KLAMATH FALLS CITY COUNCIL
December 7, 2015

A regular meeting of the Klamath Falls City Council was held in the Council Chambers on the above date at 4:00 p.m. Mayor Todd Kellstrom called the meeting to order.

Council members present:

Councilman Dan Tofell
Councilman Bud Hart
Councilman Matt Dodson
Councilman Bill Adams
Councilwoman Trish Seiler

City staff members present:

Nathan Cherpeski, City Manager
Joanna Lyons-Antley, City Attorney
John Barsalou, Airport Director
Susan Kirby, Support Services Director
Dave Henslee, Police Chief
Mark Willrett, Public Works Director
Elisa Olson, City Recorder
Scott Souders, City Engineer
Erik Nobel, Planning Manager
Sandy Walton, KFPD Office Manager
William Rhodes, Police Officer
Kristina West, Assistant to the City Recorder

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

PRESENTATION OF SERVICE AWARDS

Mayor Kellstrom presented Klamath Falls Police Department employee Sandy Walton with a Service Award in recognition of her 30 years of service to the City, Officer William Rhodes of the Klamath Falls Police Department with a Service Award in recognition of his 15 years of service

and recognized Larry Hayes of the Utility Billing Department's 30 years of service.

PUBLIC COMMENT

Mayor Kellstrom opened the public comment. Hearing or seeing no one, he closed the public comment.

1. CONSENT AGENDA. Councilwoman Seiler **moved to approve the Consent Agenda as follows: Approved the Consent Agenda for December 7, 2015; Approved the November 16, 2015 regular meeting minutes.** Councilman Adams seconded. The motion carried unanimously with all Council members present voting aye.

LAND USE PUBLIC HEARING - QUASI JUDICIAL

There were no land use public hearing quasi-judicial matters.

LAND USE PUBLIC HEARING - LEGISLATIVE

2. ORDINANCE AMENDING THE TRANSPORTATION SYSTEM PLAN ADDING CRITERION TO GOAL 1 - FIRST READING (Continued from 11-16-2015 meeting). City Manager Nathan Cherpeski provided his oral report, which stated Council had met in a Work Session with Oregon Department of Transportation (ODOT) representatives prior to this meeting and discussed the importance of adding the language regarding roundabouts. By adding the language it gave ODOT transparency in exploring alternative transportation options on potential future projects addressed in the Transportation System Plan.

Councilman Hart **moved Council approve the findings of the Planning Commission.** Councilwoman Seiler seconded. The motion carried unanimously with all Council members present voting aye.

Councilman Hart **moved to introduce the Ordinance by title for first reading.** Councilwoman Seiler seconded. The motion carried unanimously with all Council members present voting aye. City Manager Nathan Cherpeski read the Ordinance by title.

GENERAL PUBLIC HEARING

2. NEW OUTLET LIQUOR LICENSE TO ALLOW OFF PREMISES SALES FOR ATOZSTUFFNTHINGS.COM. Planning Manager Erik Nobel reviewed his written report. Councilman Adams stated that, in reading the letter from Periwinkle, attached; his concern was how increased alcohol sales downtown would lead to increased litter, loitering and public intoxication.

Councilwoman Seiler noted there was a similar business on 6th and Main Street called Rick's Smoke Shop. She asked for any information on how that business had impacted public consumption in the downtown area. Mr. Nobel stated he did not have any information. Councilman Hart requested a copy of the original application as it was not in Council's packets. Mr. Nobel provided Councilman Hart with a copy of the application, attached. Councilman Hart noted the application stated the applicant only wanted to sell beer, not beer and wine.

Mayor Kellstrom opened the public hearing.

Kendall Bell. Ms. Bell read her statement, attached, into the record in opposition to the requested Liquor License. Councilman Hart clarified Ms. Bell was asking Council to deny the permit but Council could not deny or grant the permit. Council could only make a recommendation to the OLCC as they were the deciding body.

David Hendrickson. Mr. Hendrickson stated he was the applicant and had received a copy of the letter from Periwinkle in opposition and noted it was written from ignorance. He was running a business, did not drink, his store was always clean, and he was a respectful businessman trying to make money. He requested Council recommend approval to improve the draw to his store. With regard to blocking the sidewalk, Periwinkle did not want people smoking outside either but they did not control the sidewalks. He further stated Periwinkle complained he had not made any sales and if that was the case he would not be present with the request. He reiterated he was a businessman despite the letter alleging he was not reputable by stating the business across the street conducted reputable alcohol sales.

Hearing or seeing no one further, Mayor Kellstrom closed the public hearing.

Councilman Hart stated there had been a great deal said about loitering and that the business might increase the amount of loitering downtown, he requested Police Chief Henslee address that issue, whether there were problems downtown and what the Police Department was doing about them if there were. Police Chief Henslee responded yes, there were problems downtown but he believed it was a vibrant place that was becoming much more attractive and the Police Department tried to do its part to help with that and to make it safe and nice. He had implemented foot patrols downtown, set a goal that staff contact 15 business owners a week and ask how things were going to stay abreast of any potential issues. He addressed the concern that loitering may increase if the business sold alcohol and stated he did not know that there would be any increase because he did not have any data that would suggest it would. There was data that stated there was loitering in general but he did not know that opening another business would increase that. The data suggested spreading out the businesses so people dispersed and would go to multiple places to purchase products rather than congregate at one and that would improve business so there were arguments for both sides. Councilman Hart stated when the Safeway grocery store was downtown there was a great deal of beer and wine that was sold there. Chief Henslee stated Safeway or any grocery store was usually where someone purchased items in bulk then took them home. He had made personal observations when there was a single sale type of business that someone could purchase the item and consume it on the street.

Councilman Tofell asked how difficult it was to revoke a liquor license once granted. Chief Henslee responded it was incredibly challenging. It would take a substantial effort on the Police Department's part working with OLCC to show a significant pattern of poor behavior to show it was a problem.

Councilwoman Seiler noted in the staff report, the business had very limited hours and she did not see how the limited hours could have a big impact on public drinking or any potential problems but the Police Department would monitor the business as they do any other business.

Councilman Tofell asked what other products were sold at the store. Mr. Hendrickson stated it was a variety store with figurines, toys, etc.; anything from $.88 to $300. Mr. Nobel stated the business was closed Sunday, open Monday from 12pm to 5pm, closed Tuesday, closed Wednesday, closed Thursday, open Friday from 12pm to 6pm, and Sunday from 12pm to 4pm

but there was a notation on the application that hours would be extended as business grew.

Councilman Adams asked how many other off-premises licenses there were on Main Street. Mr. Nobel stated in the downtown there was AMA gas station on 5th Street, Klamath Basin Brewing, Rosterolla Wine Co., Oregon Gift Store, and Rick's Smoke Shop with off-premises sales.

Councilman Adams stated he did not want to see more problems in the downtown community with public consumption of alcohol, etc. There were already five or six locations where someone could purchase alcohol within walking distance and it looked like the business in question would be open considerably fewer hours. He agreed with the smoking that it had become a problem downtown but he could not, in good conscience, deny a liquor license for the minimal amount of hours the applicant requested.

Councilman Tofell stated he would vote against the recommendation of approval because of the question of where the City started drawing the line on what type of retail stores were allowed alcohol sales. He was not certain the variety store was the type of business the City wanted to start allowing liquor sales in. He noted if this applicant was allowed then hypothetically, Great Basin Insurance might want to start selling off-premises alcohol or Periwinkle, or the like.

Councilman Hart **moved to make a recommendation to the OLCC for denial of Off-premises Sales for ATOZSTUFFNTHINGS.COM.** Councilman Tofell seconded. The motion carried with Councilman Tofell, Councilman Hart and Councilman Adams voting aye. Councilman Dodson and Councilwoman Seiler voted no.

LEGISLATIVE ACTION

3. PROPOSED 3 ON 3 BASKETBALL TOURNAMENT AT VETERANS PARK. City Manager Nathan Cherpeski reviewed his written report and introduced Michael Nunes with Hoop Form who reviewed information, contained in the Agenda Packet, on the proposed 3 on 3 Basketball Tournament.

Councilman Hart asked how many similar tournaments in towns he had put on and requested names of those towns. Mr. Nunes stated this would be the first time he would integrate the two things he does. The company

he owned did camps, training and tournaments and had done so in Arizona, Oregon and Mexico. The event side would be in partnership with his former employer and typically had been in the Arizona market with annual attendees at a quarter of a million so he was very familiar with organizing and creating such events.
Councilwoman Seiler addressed age ranges for participants and asked if it would include women and girls teams. Mr. Nunes responded yes. Councilman Tofell stated the events such as those referenced by Mr. Nunes were incredible and a lot of fun.

Mayor Kellstrom noted nothing was "set in stone" and was conceptual at this phase. He stated he would like to incorporate the Parks Advisory Board to get their advice in conjunction with other future events.

Councilman Dodson expressed his appreciation for forethought and advanced planning of the event.

Councilman Tofell **moved to approve the use of Veterans Park for the Lake Jam 3 on 3 Tournament for July 30th and 31st 2016 pending Parks Advisory Board approval.** Councilwoman Seiler seconded. The motion carried unanimously with all Council members present voting aye.

4. PROPOSAL FROM THE LEDGE TO PURCHASE THE OLD POLICE BUILDING FOR A RETAIL/RENTAL WATER SPORTS EQUIPMENT VENUE. Councilman Adams declared a conflict of interest or potential conflict of interest and stated he wanted to address Council from the audience. He stepped down from the dais to the audience. City Manager Nathan Cherpeski reviewed his written report and he noted the City did not put a minimum bid in the Request for Proposal (RFP), which may have been an oversight on the City's part.

Councilman Hart referenced the cost summary from the Agenda Packet and there were no times given on the phases of Mr. Angeli's proposal and further noted the $6,000 total setup cost and any additional costs to come from The Ledge when Councilman Hart assumed all costs were to be paid by The Ledge. Mr. Cherpeski it was essentially from their reserves but should be addressed by Mr. Angeli.

Mike Angeli. Mr. Angeli stated yes, all funds were coming from The Ledge reserve. Councilman Hart asked if there were any times on the phases. Mr. Angeli responded yes and that those times were listed earlier in the

proposal. Councilman Hart stated he saw them. Councilwoman Seiler referenced the proposal to house the Klamath Falls Downtown Association's permanent office there and asked where the office would be located within the building. Mr. Angeli responded it would be located in the front of the building for efficiencies. There were several offices in the front of the building that could be opened up and used. He further stated the 1950's and 1960's style of Klamath Falls history was "all over" the building and he would like to integrate the Downtown Association into that if they should so choose to do that. Councilwoman Seiler asked about signage and how people would find the business. Mr. Angeli agreed the building was in an odd location but Mr. Angeli's existing building was nearby and he could funnel people over; it would not be a problem.

Bill Adams. Mr. Adams disclosed he had looked at the building as a possible place to put a shooting range in; however, the building was worth approximately $50,000 and he did not want to make an insult bid or nuisance bid. He noted there were hundreds of members of the community who could or would bid $1,000 and he suggested setting a minimum bid amount. He noted the minimum contractor was in the $20,000 range. Mr. Adams further stated he had not noticed removal of asbestos floor tile in Mr. Angeli's proposal. Mr. Angeli had $6,000 for total set up cost, which was a shoestring budget. Mr. Adams stated Council should give Mr. Angeli a chance but he did not think Council would be doing the public any service by selling the building for $1,000. He noted getting someone in the building was something the City should do rather than let it sit vacant and a private person would be best so the building went back on the tax rolls.

Councilwoman Seiler asked if Mr. Adams' interested party did not see the RFP put out for the City over the expanded period of time. Mr. Adams responded that probably the majority of people who looked at the RFP thought it would be a $50,000 or $100,000 building. If someone put a legitimate bid out and the City said it will accept $1,000 provided the interested party fix the building up, the City would receive many people interested in the building. However, if the interested party thought they could put the building "back together" for $6,000 then that person did not know what was going on with the building. He did not think the offer was legitimate in the form that it was in.

Councilman Tofell stated he wanted to get the building utilized or torn down but he had a problem with $1,000. The RFP should have had a minimum bid on it and there was enough salvageable material in the

building to make $1,000 off it easily. Mr. Cherpeski noted he forgot to say there was $4,500 in expenses because the building was on one parcel with the old City Hall and it would have to be subdivided and rezoned. Councilman Tofell asked if the City would absorb that cost. Mr. Cherpeski responded that was the way it was written currently.

Mayor Kellstrom stated the City was approximately $120,000 in the negative on the building and there was a business that would hopefully be effective. Councilwoman Seiler stated Mr. Angeli had taken the information the City distributed in terms of price and use of the building, took that into account and put together a proposal, which no one else had done. She further stated it was an opportunity for Mr. Angeli to expand his business to provide more tourist friendly water sports equipment and to provide people with another good reason to come to Klamath Falls. He worked within the parameters the City gave him; therefore, she was in support of the proposal. Councilman Tofell stated he could support the $1,000 if he was willing to pay for partitioning and filings on the building. If the City had to absorb the cost, Councilman Tofell would be bothered by that. Councilwoman Seiler stated she was bothered by changing the financial vocals at this point; it was not fair.

Mr. Angeli stated he was a business person but he knew the cost to the City would be great if the building was taken down and demolished. The building is a historic piece and his plan was preservation. He stated he had been through the building and it was not decrepit. It was in better shape than his existing building at 20,000 feet in size. He noted he was a resourceful man, resourceful business man and had done a lot in the community so he did not need many loans. He had kept costs simple. He further stated he did not have $200,000 or $400,000 to pay and if he did, he would possibly had made a larger statement in the beginning. His proposal was earnest money, which, whenever someone wanted to buy a piece of property, it took false people out of the equation. He requested Council's consideration of the fact the RFP went out and no one took it, it went out a second time and he read the parameters of it and acted on it and then some. He had a business that could go in and be up and running once everything was approved and the Downtown Association would have an office space at no cost to them. Mr. Angeli referenced his proposal and noted he had warehouse needs for boats. There was a warehouse in Bend, Oregon and a warehouse in Redding, California so Klamath Falls would be a central regional warehousing location so other dealers would have to come to Klamath Falls to pick up their products. There would be no

hesitation or time lapse with the building and it would be maintained within two blocks of the existing store.

Councilman Tofell asked about the cost of partitioning the land and Mr. Angeli's thoughts on incurring that cost. Mr. Angeli responded he had mixed feelings on it; as a business person it gave him heartburn to have the dollar amount and proposal change after the proposal was submitted. He reiterated the demolition cost for the building would be in the hundreds of thousands for the City and, in doing business math, the City would be ahead in the "game" by paying the $4,500 and that was how the proposal read. He noted it would also take away from funding he had to remodel the building, which was an unknown on how much it would cost so he could not say he would be pro on that.

Councilman Hart asked if separation of the former Police Building and old City Hall was included in the RFP or if it was a City expense. Mr. Cherpeski stated in the old City Hall a fire escape came down on the sally port roof then down a ladder and the City would need to address that because it was the City's building. Councilman Hart asked again if that was part of the RFP. Mr. Cherpeski responded it was not. He noted the Budget Committee provided Staff direction to get someone into the former Police Building and get the building into productivity and that was why the RFP was written that way. The City could have auctioned it but the City wanted a timeline when certain things would be done and to get the building back onto the property tax rolls.

Councilman Tofell stated the City had boxed itself in. He would vote in favor but he was not happy on the amount the building was being sold for. He hoped it would become occupied as soon as possible and back onto the tax rolls and noted it was better than paying $120,000 to tear it down.

Kendall Bell. Ms. Bell stated that, as a Downtown Association member and business owner, she liked the proposal. There had been several people visiting the area and they all asked why people were not using the water (lakes) and the proposed business would help promote that. She further stated there were some great historical preservation grants available that the Association could possibly be helpful with in assisting Mr. Angeli in getting the building to the next level. She noted since the Association would be utilizing the building in the future as a Downtown Association, there could be a possibility of helping with some of the fees if that was a deal breaker.

City Attorney Joanna Lyons-Antley stated the timeline identified in the proposal would have to be adjusted because the City could not transfer the deed until the land division was done.

Councilman Dodson **moved to accept the proposal from The Ledge, LLC and authorize staff to execute the necessary documents to proceed with the property transaction.** Councilwoman Seiler seconded. The motion carried with Councilman Tofell, Councilman Dodson, Councilman Hart, and Councilwoman Seiler voting aye. Councilman Adams abstained from the vote.

Mayor Kellstrom passed the gavel to Council President Hart at 5:12 p.m. and exited the meeting due to prior obligations.

5. INTERGOVERNMENTAL AGREEMENT WITH SOUTH SUBURBAN SANITARY DISTRICT FOR THE PHASE V ALTAMONT DRIVE UTILITIES RELOCATION PROJECT. City Engineer Scott Souders reviewed his written report. Councilman Dodson asked if South Suburban Sanitary District (SSSD) would sign the agreement. Mr. Souders responded they had been provided with a copy as written, there was discussion back and forth initially with them and that had created the language. City Attorney Joanna Lyons-Antley stated she prepared the initial draft of the Intergovernmental Agreement (IGA), sent it to SSSD for review, they provided comments, the City accepted all their comments, and she had made one "tweak" to the indemnification language so she believed they would be accepting of the agreement and it should protect the City.

Councilwoman Seiler **moved to authorize entering into an Intergovernmental Agreement with South Suburban Sanitary District for the Phase V Altamont Drive Utilities Relocation Project.** Councilman Tofell seconded. The motion carried with Councilman Tofell, Councilman Dodson, Councilman Hart, and Councilwoman Seiler voting aye. Councilman Adams abstained from the vote.

6. DESIGN SERVICES CONTRACT WITH ADKINS CONSULTING ENGINEERING, LLP FOR PHASE V OF THE ALTAMONT DRIVE UTILITIES RELOCATION PROJECT. City Engineer Scott Souders reviewed his written report. Councilman Hart commented he appreciated the fact that Staff listed three options for Council to consider rather than just a recommended motion.

Councilman Dodson **moved to approve the Design Services Proposal from Adkins Consulting Engineering, LLP in the amount not-to-exceed $30,000.** Councilwoman Seiler seconded. The motion carried with Councilman Tofell, Councilman Dodson, Councilman Hart, and Councilwoman Seiler voting aye. Councilman Adams abstained from the vote.

OTHER MATTERS

There were no other matters.

ADJOURNMENT

Councilman Tofell **moved to adjourn the meeting.** Councilwoman Seiler seconded. The motion carried unanimously with all Council members present voting aye. The meeting was adjourned at 5:20 p.m.

_____

Kristina West, Assistant to the City Recorder

# ATTACHMENTS

Agenda Item 3

NEW OUTLET LIQUOR LICENSE TO ALLOW OFF-PREMISES SALES FOR ATOZSTUFFNTHINGS.COM

To whom it may concern,

My name is Katie Huck and I am writing on behalf of all the owners and employees of Periwinkle Resale Boutique.

We have a deep concern regarding the liquor license application and possible approval for Goody Store which is located next door to our clothing store.

I would like to point out that there is already a very reputable wine shop across the street and I don't think having 2 shops on one block that provide alcohol is neither necessary nor positive for the reputation of our block.

As manager of both Periwinkle stores I pay a lot of attention to what is going on outside on the sidewalk and to be brutally honest most of what I see at the stores surrounding Periwinkle Boutique is a lot of loitering and smoking, not only by the owners of those stores but by what seem to be customers too. I feel that by providing alcohol for sale to these customers will only serve to attract more of the same type of customer, customers that don't purchase much if any product but come more to socialize.

Our store employs a maintenance man/custodian who cleans, sweeps, mops and blows leaves in the front of our buildings on a daily basis. Not only is this a necessary expense for us, it is also a matter of taking pride in our business and more often than not he cleans up litter and cigarette butts that are not from our customers. I feel the possibility of littering, garbage, vandalism and much worse will quite possibly occur with the addition to a store providing quick, inexpensive alcoholic beverages.

Our goal with this letter is not to discourage a fellow small business owner, but rather to protect our business. We all work very hard to maintain a clean, upscale environment and I do not believe that opening another alcohol vendor downtown will attract the type of customers we strive to provide for.

Thank you for your,

Katie Huck and the Periwinkle Staff

DEC 07 2015
CITY PLANNING DEPARTMENT

Klamath Falls Downtown Association
P.O. Box 372 • Klamath Falls, Oregon 97601

On behalf of the Klamath Falls Downtown association, I would like to encourage you to deny this application for "off premesis" sales of alcoholic beverages to A to Z stuff and things.

We feel there are plenty of opportunities already downtown to purchase "off premesis" alcohol. In addition, we feel that the problems associated with this type of business detract from our efforts to create, maintain and promote a vibrant downtown.

Myself and many others have had first hand experience dealing with the problems that are associated with this type of business, ~~sp~~especially the loitering. The sidewalk on the corner of the block next to my business is often so blocked that it is unpleasent & uncomfortable to pass by. This isn't the type of feeling we are trying to promote in downtown.

The KFDA & myself would consider it a step back in our efforts to make downtown a great place to live, do business and visit.

OREGON LIQUOR CONTROL COMMISSION

# LIQUOR LICENSE APPLICATION

Application is being made for:

**LICENSE TYPES**

- ☐ Full On-Premises Sales ($402.60/yr)
  - ☒ Commercial Establishment
  - ☐ Caterer
  - ☐ Passenger Carrier
  - ☐ Other Public Location
  - ☐ Private Club
- ☐ Limited On-Premises Sales ($202.60/yr)
- ☒ Off-Premises Sales ($100/yr)
  - ☐ with Fuel Pumps
- ☐ Brewery Public House ($252.60)
- ☐ Winery ($250/yr)
- ☐ Other: _____

**ACTIONS**

- ☐ Change Ownership
- ☒ New Outlet
- ☐ Greater Privilege
- ☐ Additional Privilege
- ☐ Other _____

**90-DAY AUTHORITY**

☐ Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

**APPLYING AS:**

☐ Limited Partnership ☒ Corporation ☐ Limited Liability Company ☐ Individuals

**CITY AND COUNTY USE ONLY**

Date application received: 11-16-15

The City Council or County Commission: Klamath Falls (name of city or county)

recommends that this license be:

☐ Granted ☒ Denied

By: Karen Burg (signature) 12-8-15 (date)

Name: Karen Burg

Title: Planning Asst.

**OLCC USE ONLY**

Application Rec'd by: KO.

Date: 11-12-15

90-day authority: ☒ Yes ☐ No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① DAVID ROBIN INC. ③ _____

② _____ ④ _____

2. Trade Name (dba): ATOZSTUFFNTHINGS.COM

3. Business Location: 809 MAIN ST. KLAMATH FALLS KLAMATH OREGON 97601
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: [redacted]
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 209-992-8094
(phone) (fax)

6. Is the business at this location currently licensed by OLCC? ☐ Yes ☒ No

7. If yes to whom: _____ Type of License: _____

8. Former Business Name: _____

9. Will you have a manager? ☒ Yes No Name: DAVID HENDRICKSON
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? KLAMATH FALLS
(name of city or county)

11. Contact person for this application: DAVID HENDRICKSON [redacted]
(name) (phone number(s))

[redacted]
(address) (fax number) (e-mail address)

**I understand that if my answers are not true and complete, the OLCC may deny my license application.**

**Applicant(s) Signature(s) and Date:**

① [signature] Date 10/20/15 ③ _____ Date _____

② _____ Date _____ ④ _____ Date _____

1-800-452-OLCC (6522) • www.oregon.gov/olcc

(rev. 08/2011)

LIQUOR LICENSE APPLICATION
(Supplemental Information)

Please print or type

| | |
|---|---|
| Business Name<br>DAVID ROBIN INC DBA ATOZ STUFFNTHINGS.COM | City Business License Number<br>16-6082 |
| Owner Name<br>DAVID HENDRICKSON | |
| Business Address<br>809 MAIN ST KLAMATH FALLS | |
| Business Phone Number<br>209-992-8094 | Fax Number |
| Cell Phone Number<br>[redacted] | E-mail Address<br>[redacted] |
| Primary Nature of Business<br>VARIETY | Federal Tax ID Number |

License Type and Fee

Please check appropriate license type

| Minor License | | | * Major License | | |
|---|---|---|---|---|---|
| Renewal/Temporary | ☐ | $35.00 | New Outlet | ☒ | $100.00 |
| Change of Ownership | ☐ | $75.00 | Increase Privileges | ☐ | $ 75.00 |
| Adding a Partner | ☐ | $75.00 | Change of Location | ☐ | $ 75.00 |

EM 11-16-15
pd 11-16-15 Rec# 156254

***Major License Action**
For all Major License Actions, the applicant shall obtain names, addresses and tax lot numbers of all owners of property within 100 feet radius of your property, as listed on the last preceding tax roll of the Assessor of Klamath County. List the information in the following order:

- Tax Account Number
- Property Owner Name and (Occupant Name if different than the Owner)
- Street Address of Property and (Occupant Address if different than the Owner)
- City, State and Zip Code and (Occupant City, State and Zip Code if different than the Owner)

Note: Type or print labels on the form LEGIBLY. Typed mailing labels will help speed the application process.

Please attach a copy of your OLCC application form. For New Outlet applications, please also attach a copy of the "Individual History" form and " Business Information" form that was submitted to OLCC.

Applicant Signature

Date 11/16/15

226 South 5th Street, P.O. Box 237, Klamath Falls, OR 97601, Phone: 541-883-5360, Fax: 541-883-5390
Email: planning@ci.klamath-falls.or.us

10/25/01

OREGON LIQUOR CONTROL COMMISSION

# BUSINESS INFORMATION

*Please Print or Type*

Applicant Name: DAVID ROBIN INC. DAVID HENDRICKSON Phone: 209-992-8094

Trade Name (dba): ATOZ STUFFNTHINGS.COM

Business Location Address: _____

City: _____ ZIP Code: _____

## DAYS AND HOURS OF OPERATION

Business Hours:

| | | | |
|---|---|---|---|
| Sunday | CLOSED | to | |
| Monday | 12 | to | 5 |
| Tuesday | CLOSED | to | |
| Wednesday | CLOSED | to | |
| Thursday | CLOSED | to | |
| Friday | 12 | to | 6 |
| Saturday | 12 | to | 4 |

HOURS WILL BE EXTENDED AS BUSINESS GROWS DAH

Outdoor Area Hours:

| | | | |
|---|---|---|---|
| Sunday | | to | |
| Monday | | to | |
| Tuesday | | to | |
| Wednesday | | to | |
| Thursday | | to | |
| Friday | | to | |
| Saturday | | to | |

The outdoor area is used for:

☐ Food service Hours: _____ to _____

☐ Alcohol service Hours: _____ to _____

☐ Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

_____ (Investigator's Initials)

Seasonal Variations: ☐ Yes ☒ No If yes, explain: _____

## ENTERTAINMENT

Check all that apply:

- ☐ Live Music
- ☐ Recorded Music
- ☐ DJ Music
- ☐ Dancing
- ☐ Nude Entertainers
- ☐ Karaoke
- ☐ Coin-operated Games
- ☐ Video Lottery Machines
- ☐ Social Gaming
- ☐ Pool Tables
- ☐ Other: _____

## DAYS & HOURS OF LIVE OR DJ MUSIC

| | | | |
|---|---|---|---|
| Sunday | | to | |
| Monday | | to | |
| Tuesday | | to | |
| Wednesday | | to | |
| Thursday | | to | |
| Friday | | to | |
| Saturday | | to | |

## SEATING COUNT

Restaurant: _____ Outdoor: _____

Lounge: _____ Other (explain): _____

Banquet: _____ Total Seating: _____

OLCC USE ONLY

Investigator Verified Seating: ____(Y) ____(N)

Investigator Initials: _____

Date: _____

**I understand if my answers are not true and complete, the OLCC may deny my license application.**

**Applicant Signature:** _____ **Date:** 10/25/15

**1-800-452-OLCC (6522)**

*www.oregon.gov/olcc*

*(rev. 12/07)*

# KLAMATH FALLS CITY COUNCIL
# AGENDA REPORT

Agenda Item No. 3

Date: January 4, 2016

Department: Public Works
Staff Presenter: Mark Willrett
City Manager Review:

Contact/Title: Mark Willrett/Public Works Director
Telephone No.: 541-883-5364
Email: Willrett@klamathfalls.city

**TITLE:** Authorization to Enter into Agreement No. 30315 with the Oregon Department of Transportation for the Washburn Way Sidewalk Construction Project – Phase II

## SUMMARY AND BACKGROUND:

In 2013, sidewalks were installed on the east side of Washburn Way between Pershing Way and the Crater Lake Parkway. Sidewalks were also installed on the west side of Washburn Way between Radcliffe and Union and on the south side of Eberlein between Washburn Way and the A Canal. Prior to this project starting, the original intent was to construct sidewalks on both sides of Washburn Way but adequate funding was not available at that time.

The second phase of the project, constructing sidewalks on the west side of Washburn Way was ranked high by the Southern Oregon Area Commission on Transportation (SOACT) for funding within the Oregon Department of Transportation's (ODOT) Statewide Transportation Improvement Program (STIP). However, funding of this project would have eliminated another passing lane project on Highway 97 so it was voted to slip this project just below the passing lane project and ultimately out of funding. Last year, ODOT contacted City staff with the news that they were able to come up with $500,000 toward the project if the City could find the rest of the funds. The total project is estimated at $750,000. The City has $75,000 in the bicycle and pedestrian fund but even with these funds the project was still under-funded by $175,000.

On March 10th, staff went before the Klamath County Board of Commissioners to request $175,000 for the project. Staff received unanimous support for the project which facilitated an Intergovernmental Agreement (IGA) with the County that was approved by Council.

The agreement before Council tonight will solidify the funding being offered by ODOT.

## FINANCIAL IMPACT:

The City will be using $75,000 in bike and pedestrian funds for this project. Any funding needs over the $750,000 total estimated project cost will be the responsibility of the City.

**COUNCIL OPTIONS:**

1. Authorize the Mayor to sign the agreement with the Oregon Department of Transportation.
2. Do not authorize the Mayor to sign the agreement and direct staff to find funding from another source.
3. Direct staff not to pursue the project.

**DOCUMENTS ATTACHED:**

- Agreement 30315

**REQUESTED MOTION/ACTION:**

- Move to Authorize the Mayor to sign agreement 30315 with the Oregon Department of Transportation for the Washburn Way Sidewalk Improvement Project-Phase II

**NOTICE SENT TO:**

N/A

Misc. Contract and Agreements
Agreement No. 30315

# INTERGOVERNMENTAL AGREEMENT
## Washburn Way Sidewalks
## City of Klamath Falls

**THIS AGREEMENT** is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT;" and the CITY OF KLAMATH FALLS, acting by and through its elected officials, hereinafter referred to as "City," 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. Washburn Way is a city street under the jurisdiction and control of City.

3. City's Washburn Sidewalks Phase 2 Project consists of completing proposed new ADA compliant sidewalks along the west side of Washburn Way.

**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 City agree to construct ADA compliant sidewalks adjacent to the west side of Washburn Way approximately between Orchard Avenue and Radcliffe Avenue, and between Shasta Way and Pershing Way, hereinafter referred to as "Project." The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.

2. The Project will be financed at a total estimated cost of $750,000, $500,000 in State and $250,000 in City funds, as identified as follows:

| FUND SOURCE | AMOUNT | PROJECT PHASE |
|---|---|---|
| ODOT Region 4 State Funds | $250,000 | Right of Way |
| ODOT Region 4 State Funds | $250,000 | Construction |
| City Contribution | $250,000 | Construction |
| **TOTAL** | **$750,000** | |



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a. The estimate for the total Project cost is subject to change. City shall be responsible for any Project costs beyond the estimate.

3. Parties agree to enter into and execute a separate Right of Way Services agreement referencing this Agreement number 30315. State shall perform all right of way functions and be responsible for the associated costs, not to exceed $250,000. City shall be responsible for associated project right of way costs exceeding $250,000.

4. Parties agree, subject to Paragraph 3 above, that should any of the $250,000 in funding allocated to the right of way phase of the Project remain unspent, said remaining funds shall be used for the construction phase of the Project.

5. 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.

**CITY OBLIGATIONS**

1. City shall perform the work as described in TERMS OF AGREEMENT, Paragraph 1 and identified on attached Exhibit A.

2. City shall keep accurate cost accounting records. City shall prepare and submit monthly itemized, progress reports for all construction costs directly to State's Project Manager for review and approval. Under no conditions shall State's payment for construction cost to City exceed $250,000, including all expenses. Travel expenses will not be reimbursed.

3. City agrees to start construction of the Project within 24 months of execution of this Agreement and the acquisition of all right of way required for completion of the Project.. In the event that City does not start construction per the terms described above, City agrees to return all ODOT construction phase funds to ODOT.

4. City shall upon completion of the Project return to State any unused funds in excess of the actual total Project cost.

5. City shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.

6. City 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, City expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other

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applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

7. City 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.

8. All employers, including City, 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. City shall ensure that each of its contractors complies with these requirements.

9. City 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 City'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.

10. Any such indemnification shall also provide that neither City's contractor and subcontractor nor any attorney engaged by City'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 City's contractor is prohibited from defending the State of Oregon, or that City'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 City's contractor if the State of Oregon elects to assume its own defense.

11. City 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 City 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 --

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if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

12. City certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of City, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind City.

13. City's Project Manager for this Project is Mark Willrett – Director of Public Works, 226 South 5th Street, Klamath Falls, OR 97601, (541) 883-5364, willrett@ci.klamath-falls.or.us, or assigned designee upon individual's absence. City shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**STATE OBLIGATIONS**

1. State shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from City, forward to City an advance deposit or irrevocable letter of credit in the amount of $250,000 for the construction Project cost, said amount being equal to State's share of the construction work performed by City under City Obligations paragraph 1.

2. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.

3. State's Project Manager for this Project is Butch Hansen - South Central Oregon Area Manager, 2557 Altamont Dr., Klamath Falls, OR 97603, (541) 883-5778, norman.c.hansen@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**GENERAL PROVISIONS**

1. This Agreement may be terminated by 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 City, or at such later date as may be established by State, under any of the following conditions:

   a. If City fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

   b. If City 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.

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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.

d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.

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 City 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 City (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 City in such proportion as is appropriate to reflect the relative fault of State on the one hand and of City 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 City 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 City is jointly liable with State (or would be if joined in the Third Party Claim), City 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 City 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



R3

considerations. The relative fault of City 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. City'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.

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.

**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.

SIGNATURE PAGE FOLLOWS

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**CITY OF KLAMATH FALLS**, by and through its elected officials

By _____
Mayor

Date _____

By _____

Date _____

**APPROVED AS TO LEGAL SUFFICIENCY**

By _____
Counsel

Date _____

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

By _____
Highway Division Administrator

Date _____

**APPROVAL RECOMMENDED**

By _____
Bob Bryant - Region 4 Manager

Date _____

By _____
Butch Hanson - South Central Oregon Area Manager

Date _____

By _____
David Brown - Region 4 Right of Way Manager

Date _____

**APPROVED AS TO LEGAL SUFFICIENCY**

By Bonnie Heitsch via email
Assistant Attorney General

Date 8/03/15

**City Contact:**
Mark Willrett – Director of Public Works
226 South 5th Street
Klamath Falls, OR 97601
(541) 883-5364
willrett@ci.klamath-falls.or.us

**State Contact:**
Butch Hansen – South Central Oregon Area Manager
2557 Altamont Drive
Klamath Falls, OR 97603
(541) 883-5778
Norman.c.hansen@odot.state.or.us



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EXHIBIT A

Washburn Sidewalks
Phase 2
N
Existing Multi-Use Trail
Existing Sidewalk
Existing Private Sidewalk
Proposed New Sidewalk
0 150 300 600
Feet
MAIN ST
Ponderosa Middle School
HENDERSON ST
S WILLIAMS ST
DIVISION ST
MARTIN ST
HOME AVE
CRATER LAKE PKWY
FOOTHILLS BLVD
BEVERLY DR
ORCHARD AVE
ORCHARD WAY
Pelican Point Retirement Center
GARDEN AVE
VINE AVE
PEAR ST
E MAIN ST
DARROW AVE
DIVISION ST
DARROW AVE
VANDENBERG RD
APPLEGATE AVE
MITCHELL ST
ALANDALE ST
APPLEWOOD ST
MERRYMAN DR
S ALAMEDA AVE
RECLAMATION AVE
WANTLAND AVE
EBERLEIN AVE
EBERLEIN AVE
WHITE AVE
WASHBURN WAY
Fred Meyer Shopping Center
RADCLIFFE AVE
UNION AVE
AVALON ST
SUNSET CT
AUSTIN ST
ARTHUR ST
UNNAMED
MARTIN ST
SHASTA WAY
S 6TH ST
Pole Conflict
PERSHING WAY
Klamath Towne Center Mall
AUSTIN ST
ARTHUR ST

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Ordinance No. 16-____

**AN ORDINANCE AMENDING THE TRANSPORTATION SYSTEM PLAN ADDING CRITERION TO GOAL 1**

**WHEREAS,** in 2012, the City of Klamath Falls adopted the Klamath Falls Urban Area Transportation Plan (TSP) as the transportation element of its comprehensive plan; and

**WHEREAS,** the goals, objectives and evaluation criteria contained in the Klamath Falls Urban Area TSP (Section 2) serves as the guiding goals, objectives, and evaluation criteria for the City; and

**WHEREAS,** the current Goal 1, Objective 1C, " Incorporate the Highway Safety Manual into development review and capital projects evaluation processes" lacks a corresponding criteria; and

**WHEREAS,** the proposed additional criteria clarifies that all capital projects including planned safety studies shall consider and evaluate treatments or combination of treatments identified in the Highway Safety Manual, National Cooperative Highway Research Program Report 613 including roundabouts; and

**WHEREAS,** the hearing notices were duly given and Planning Commission held a public hearing on October 26, 2015, pursuant to applicable laws, at which time evidence with reference to said proposed amendment to the TSP was considered by the Planning Commission; and

**WHEREAS,** the hearing notices were duly given and the City Council held a public hearing on November 16, 2015, on the record of and including the record of the Planning Commission concerning the proposed amendment of the TSP; and

**WHEREAS,** pursuant to such record and hearing, the City Council has determined the proposed amendments to the TSP to be in compliance with Statewide Land Use Goals 1 (Citizen Participation), Goal 2 (Land Use), and Goal 12 (Transportation); and

**WHEREAS,** the City Council adopted the findings of the Planning Commission attached and incorporated by this reference as Exhibit; **NOW THEREFORE,**

**THE CITY OF KLAMATH FALLS ORDAINS AS FOLLOWS:**

The Klamath Falls Urban Area Transportation System Plan Section 2 (Goals and Policies) shall be amended by adding the criterion:

> 1C9. All Capital Projects including planned safety studies shall consider and evaluate treatments or combination of treatments identified in the Highway Safety Manual, National Cooperative Highway Research Program Report 613 including roundabouts.

Passed by the Council of the City of Klamath Falls, Oregon, the _____day of _____, 2016.

Presented to the Mayor, approved and signed this ____ day of _____, 2016.

_____
Mayor

ATTEST:

_____
City Recorder

STATE OF OREGON }
COUNTY OF KLAMATH }ss.
CITY OF KLAMATH FALLS }

I, _____, Recorder for the City of Klamath Falls, Oregon, do hereby certify that the foregoing is a true and correct copy of an Ordinance duly adopted by the Council of the City of Klamath Falls, Oregon at the meeting on the _____ day of _____, 2016 and therefore approved and signed by the Mayor and attested by the City Recorder.

_____
City Recorder

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EXHIBIT A
FINDINGS

## Statewide Land Use Goals

The City is proposing to amend the Klamath Falls Urban Area Transportation System Plan (TSP), thereby amending the City of Klamath Falls Comprehensive Plan. The following findings demonstrate that the adoption of the amended TSP is consistent with the relevant Statewide Land Use Planning Goals.

**Goal 1: Citizen Involvement**
*Goal 1 requires the development of a citizen involvement program to insure the opportunity for citizens to be involved in all phases of the planning process.*

Response:
The general public was invited to participate in this process through advertisements in the newspaper of record. Notices of the Planning Commission hearing were mailed to Klamath County Chamber of Commerce, the Klamath County Homebuilders Association, and the Klamath County Realtors Association.

**Goal 2: Land Use Planning**
*This goal requires that a land-use planning process and policy framework be established as a basis for all divisions and actions related to use of land. All local governments and state agencies involved in the land-use action must coordinate with each other. Cities, counties, state and federal agencies and special districts plans and actions related to land use must be consistent with the comprehensive plans of cities and counties in regional plans adopted under Oregon Revised Statutes Chapter 268.*

Response:
Klamath County is in the process of initiating adoption of the same amendment to the (TSP). The Oregon Department of Transportation, Department of Land Conservation and Development, and Basin Transit Service were sent notice of the proposed amendment.

**GOAL 12: TRANSPORTATION**
*Goal 12 requires cities, counties, Metropolitan planning organizations, and Oregon Department of Transportation to provide and encourage a "safe convenient and economic transportation system." This is accomplished through the transportation system plans based on inventories of local, regional and state transportation needs.*

Response:
The proposed amendment to the transportation system plan is intended to guide the evaluation of potential treatments to problem areas of the existing transportation system. Evaluating potential treatments or combination of treatments will ensure the transportation system will remain safe, convenient, and economic.

**FINDING:**

The proposed amendment to the transportation system planned complies with Goal 1, Goal 2, and Goal 12 of the Statewide Land Use Planning Goals.