

PLEASE NOTE TIME  
CHANGE OF COUNCIL  
MEETING TO ALLOW  
MAYOR & COUNCIL TO  
ATTEND SNOWFLAKE  
TREE LIGHTING

3:30 p.m. Work Session – Discussion with ODOT Regarding Changes to the  
Transportation System Plan

**AGENDA FOR COUNCIL MEETING  
KLAMATH FALLS CITY COUNCIL  
DECEMBER 7, 2015  
4:00 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 SERVICE AWARDS**

Larry Hayes	Utility Billing	30 years
Sandy Walton	Police Department	30 years
William Rhodes	Police Department	15 years

**PUBLIC COMMENT**

**1. CONSENT AGENDA**

- a. Approval of December 7, 2015 agenda and November 16, 2015 regular meeting minutes

**LAND USE PUBLIC HEARING - QUASI JUDICIAL - NONE**

## 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)**
  - a. Oral Report (**report from 11-16-2015 Council Meeting included in packet**)
  - b. Public Hearing was closed at 11-16-2015 Council meeting
  - c. Move to approve, deny or modify findings of the Planning Commission.
  - d. Move to introduce the Ordinance by title for first reading

## GENERAL PUBLIC HEARING

3. **NEW OUTLET LIQUOR LICENSE TO ALLOW OFF-PREMISES SALES FOR ATOZSTUFFNTHINGS.COM**
  - a. Report of Planning Manager
  - b. Public Hearing
  - c. Move to make a recommendation to the OLCC for the allowance of Off-Premises Sales at ATOZSTUFFNTHINGS.COM

## LEGISLATIVE ACTION

4. **PROPOSED 3 ON 3 BASKETBALL TOURNAMENT AT VETERANS PARK**
  - a. Report of City Manager
  - b. Oral presentation by Michael Nunes
  - c. Move to approve the use of Veterans Park for the Lake Jam 3 on 3 tournament for July 30<sup>th</sup> and 31<sup>st</sup> 2016
  
5. **PROPOSAL FROM THE LEDGE TO PURCHASE THE OLD POLICE BUILDING FOR A RETAIL/RENTAL WATER SPORTS EQUIPMENT VENUE**
  - a. Report of City Manager
  - b. Move to accept the proposal from The Ledge, LLC and authorize staff to execute the necessary documents to proceed with the property transaction

**6. INTERGOVERNMENTAL AGREEMENT WITH SOUTH SUBURBAN SANITARY DISTRICT FOR THE PHASE V ALTAMONT DRIVE UTILITIES RELOCATION PROJECT**

- a. Report of City Engineer
- b. Move to Authorize Entering into an Intergovernmental Agreement with South Suburban Sanitary District for the Phase V Altamont Drive Utilities Relocation Project

**7. DESIGN SERVICES CONTRACT WITH ADKINS CONSULTING ENGINEERING, LLP FOR PHASE V OF THE ALTAMONT DRIVE UTILITIES RELOCATION PROJECT**

- a. Report of City Engineer
- b. Move to approve the Design Services Proposal from Adkins Consulting Engineering, LLP in the amount not-to-exceed \$30,000

**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



# *Certificate of Service*

*Awarded to:*

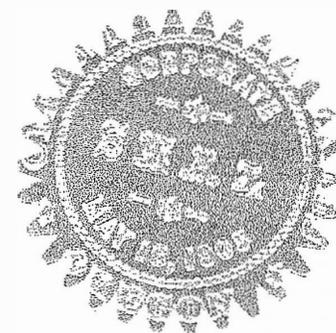
*Larry Hayes*

*Utility Billing in the Support Services Department*

*For completion of:  
30 Years of Service*

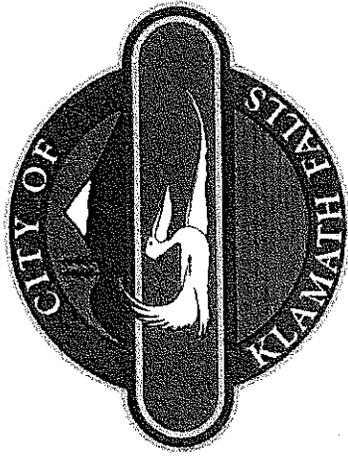
*on*

*December 9, 2015*



A handwritten signature in black ink, appearing to read "Nathan Cherpeski", is written over a horizontal line.

*Nathan Cherpeski, City Manager*

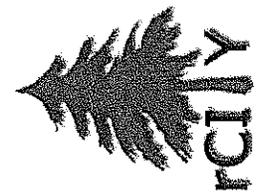
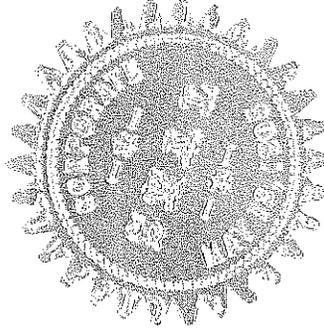


# *Certificate of Service*

*Awarded to:*  
**Sandy Walton**  
**Police Department**

*For completion of:*  
**30 Years of Service**

*on*  
**December 9, 2015**



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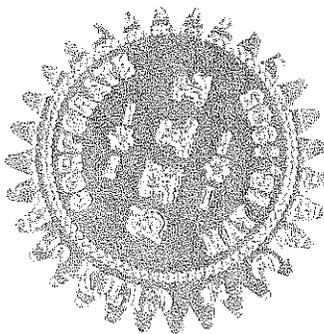
Nathan Cherpeski, City Manager



# *Certificate of Service*

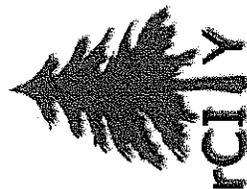
*Awarded to:*  
**William Rhodes**  
**Police Department**

*For completion of:*  
**15 Years of Service**  
*on*  
**December 18, 2015**



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Nathan Cherpeski, City Manager



MINUTES  
KLAMATH FALLS CITY COUNCIL  
November 16, 2015

A regular meeting of the Klamath Falls City Council was held in the Council Chambers on the above date at 7:00 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

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  
  Erik Nobel, Planning Manager  
  Joe Wall, Management Assistant to  
  the City Manager  
  Kristina West, Assistant to the City  
  Recorder

Councilman Dodson **moved to excuse Councilwoman Seiler's absence.** Councilman Hart seconded. The motion carried unanimously with all Council members present voting aye.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

MOMENT OF SILENCE

A moment of silence was taken in recognition of the victims of the Paris, France terrorist attacks.

## FALLEN HERO RECOGNITION AND MOMENT OF SILENCE

Police Chief Henslee reviewed information about former Klamath Falls City Police Sergeant Richard Swan who was killed in the line of duty in 1988. He requested a moment of silence to honor Sergeant Swan's sacrifice while protecting and serving the community.

## PUBLIC COMMENT

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

1. CONSENT AGENDA. Councilman Dodson pulled item 1b for the purpose of providing additional information to the public.

Councilman Hart moved to approve the Consent Agenda as follows: **Approved the Consent Agenda for November 16, 2015; Approved the November 2, 2015 regular meeting minutes.** Councilman Hart seconded. The motion carried unanimously with all Council members present voting aye.

1b. SUPPORT REQUESTED FOR CATALYZE KLAMATH - OREGON TECH'S ENTREPRENEURIAL PROGRAM TO ENCOURAGE STARTUPS. Ms. Tracy Ricketts, Associate Vice President for Development and Alumni Relations for Oregon Institute of Technology provided information on the Catalyze Klamath Falls Challenge, available in the Agenda packet.

Councilman Dodson moved to authorize \$2,500 for the support of the **Catalyze Klamath Challenge II hosted by Oregon Tech.** 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.

Planning Manager Erik Nobel reviewed his written report. Councilman Adams asked what the primary reason was for the request; if it was to force the City to look at roundabout uses. Mr. Nobel responded yes. Councilman Adams asked why, when there was a 55 mph speed limit on the South Side bypass and a roundabout would slow traffic rather than construct an overpass that would be conducive to constant flow of traffic. He further stated he had not been happy with a few of the Oregon Department of Transportation's (ODOT) fixes the City had been involved with. Mr. Nobel stated it was one of the options that had to be considered specifically when addressing the tie of Brett Way into Homedale Road because there was some evaluation that needed to be done. City Manager Nathan Cherpeski stated an overpass was probably the best solution but that was not what they were looking at; a signal, which would stop traffic at the intersection, and an option for a roundabout.

Councilman Dodson referenced the Objectives from the Agenda Report, 1C. Incorporate the Highway Safety Manual (SM) into development review and capital project evaluation processes. He asked how the roundabouts were not covered under Item 1C. Mr. Nobel stated ODOT's response to that question was that it was not "crystal clear" to the intent of the TSP.

Mayor Kellstrom opened the public hearing. Hearing or seeing no on, he closed the public hearing.

Councilman Hart stated it seemed redundant and he did not know that it hurt anything to add the language but it seemed unnecessary. Councilman Dodson asked what the negative would be if the City did not add the language to the TSP. Mr. Cherpeski responded it could possibly delay the Brett Way extension. If Council chose not to pass the addition of the language, staff would have to find out what ODOT would say the change was at the request of ODOT.

Councilman Tofell shared quotes from an article from The Oregonian newspaper (attached), "An antiquated distribution formula directs approximately 50 percent of highway fund revenue to ODOT, even though city and county governments own 80 percent of the streets, roads and highways." He further quoted, "Far too little money and authority devolve to cities and counties, which offer the greatest access to the citizenry." He noted the proposal before Council was a prime example of that. He

referenced one additional quote, "Credibility? Credibility is toast."

Councilman Adams stated he intended to vote no on the item because he did not like to be forced to do something. He further stated there should not be a light or a roundabout at the proposed intersection because ODOT did barely enough work to "get by" whenever they did their work instead of taking care of what needed to happen in the future. He was tired of taking direction from ODOT when they did not want to do things that needed to be done.

Councilman Dodson stated it seemed as though if Council voted no, then there would be more of a push for a stoplight instead of a roundabout and he would rather keep traffic moving rather than a stoplight that would stop traffic completely.

Councilman Dodson **moved to approve the findings of the Planning Commission.** The motion failed for the lack of a second.

Councilman Adams **moved to deny the findings of the Planning Commission.** The motion failed for the lack of a second.

Councilman Hart **moved Council request staff to contact ODOT to make a presentation on the need for adding the requested language to the TSP.** Councilman Adams seconded. The motion carried unanimously with all Council members present voting aye.

#### GENERAL PUBLIC HEARING

3. NEW OUTLET LIQUOR LICENSE TO ALLOW FULL ON AND OFF PREMISES SALES FOR ITALIANNA'S RISTORANTE AND GELATERIA LOCATED AT 2650 WASHBURN WAY, SUITE 120. Planning Manager Erik Nobel reviewed his written report. Councilman Dodson asked why restaurants had off-premises sales. Councilman Tofell stated it would allow them to cater off-site for events. Councilman Hart requested staff send Council the list of what off-premises options were.

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

Councilman Hart **moved to make a recommendation to the OLCC for New Outlet Liquor License to allow Full on-and Off-premises Sales for**

**Italianna's Ristorante and Gelateria.** Councilman Tofell seconded. The motion carried unanimously with all Council members present voting aye.

#### LEGISLATIVE ACTION

4. AUTHORIZATION FOR THE AIRPORT TO SUBMIT A CONNECTOREGON VI GRANT APPLICATION. Airport Director John Barsalou reviewed his written report and PowerPoint Presentation, attached. Councilman Adams stated he had reservations about the construction of the aircraft maintenance facility considering the problems with the Transportation Security Administration (TSA) and the likelihood of PenAir bringing their planes for service in Klamath Falls if the City could not get air service started for them. Mr. Barsalou stated staff had been working diligently with Congressional delegation staffers and had a recent conversation with TSA about forward screening that will be started nationwide so Klamath Falls was at the leading edge of their new policy.

City Manager Nathan Cherpeski stated staff continued to have discussions with PenAir as they operated this way in many of their service areas so it was not as foreign to them. He explained one of the reasons staff started down the road of a maintenance facility was when PenAir started talking to Klamath Falls they expressed frustration with the lack of a permanent maintenance facility in Portland. They said it would be great if Klamath Falls had a facility so, dutifully, the City advised them of a potential location for one and they started thinking about that because it would change the dynamics of their service. He further stated they would have to sign a lease for the maintenance facility and that discussion had taken place. They were supportive because they desired a permanent facility and if they left after the end of the lease it would be a marketable facility.

Councilman Adams asked if the City did not receive a commitment from PenAir, would the facility still be built to market to others. Mr. Cherpeski responded staff would assume PenAir would be in Klamath Falls and if not, a decision could be made before the grant was awarded, which was expected next August.

Councilman Tofell asked, if approved, could the City back out of it if the end result did not appear it would be optimal. Mr. Cherpeski stated that was correct and if PenAir decided not to move forward then staff would propose the idea to them and work out some deal that would keep the project moving forward.

Councilman Hart expressed his support for the work staff had done.

Councilman Hart **moved to authorize staff to submit, and for the Mayor to accept if offered, a ConnectOregon VI grant application in the amount of \$2,800,000 for construction of an aircraft maintenance facility.** Councilman Tofell seconded. The motion carried unanimously with all Council members present voting aye.

5. RESOLUTION AMENDING RESOLUTION NO. 14-02 OF THE PUBLIC CONTRACTING RULES AND RESOLUTION NO. 14-05 OF THE FINANCIAL POLICIES AUTHORIZING AN INCREASE IN THE CITY MANAGER'S PURCHASING AUTHORITY. City Manager Nathan Cherpeski reviewed his written report.

Councilman Tofell **moved to introduce the Resolution by title.** Councilman Dodson seconded. The motion carried unanimously with all Council members present voting aye. City Manager Nathan Cherpeski read the Resolution by title.

Councilman Tofell **moved to approve the Resolution.** Councilman Dodson seconded. On **Roll Call, Resolution No. 15-20** was approved with Councilman Tofell, Councilman Dodson, Councilman Hart, and Councilman Adams voting aye.

#### OTHER MATTERS

Veterans' Housing. Councilman Dodson stated the Housing Authority received permission to spend \$2 million for 10 units for veterans. The Grandview apartments, which sold two years ago, sold for just under \$1.8 million and had 74 units. They could have purchased the apartment complex for \$25,000 a door (per unit) but taxpayers were spending \$200,000 per door. He noted it showed the way things function and he had not heard a single person comment on it.

TSA Issues at Airport. Councilman Dodson stated Council should be very aggressive on making sure Klamath Falls acquired air service. Council should be sending letters, especially now that the TSA issue had shifted and the Port of Portland had to be brought on board for forward screening. He encouraged sending letters to the governor, legislators, Congress, Op-eds in the Oregonian newspaper, etc. He further encouraged Council to

lean on everyone and make sure to do everything possible to move forward and help Klamath. He noted he would draft the letter but requested everyone's support. Councilman Hart stated he would sign and send a letter if Councilman Dodson drafted it.

Public Meeting Law. Councilman Adams referenced an email received from the City Attorney concerning email communications concerning items that might or would be on an agenda and he expressed his confusion on how those emails constituted a meeting. He asked if there was "legislation from the bench" occurring that changed the way the rules were interpreted. He found it offensive that he could not contact somebody else that was on Council about an upcoming item. He further stated it had caused him to think about if he really wanted to continue serving on Council. City Attorney Joanna Lyons-Antley stated it put Council in a difficult position. The interpretation had taken a traditional understanding on public meetings to making it a set of emails that could be considered a public meeting. She stated it would be good to schedule a Work Session to discuss the issues. Mayor Kellstrom suggested scheduling a Work Session for a date in January, 2016.

## ADJOURNMENT

Councilman Hart **moved to adjourn the meeting.** Councilman Dodson seconded. The motion carried unanimously with all Council members present voting aye. The meeting was adjourned at 7:53 p.m.

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Kristina West, Assistant to the City Recorder

# ATTACHMENTS

## Agenda Item 4

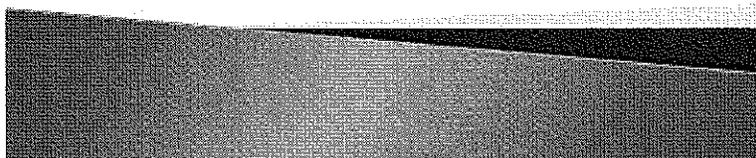
### AUTHORIZATION FOR THE AIRPORT TO SUBMIT A CONNECT OREGON VI GRANT APPLICATION

PowerPoint Presentation

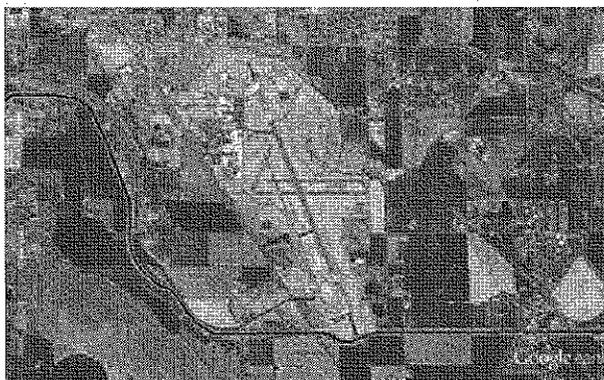


### Connect Oregon VI Application – 2015

Maintenance Hangar & Infrastructure



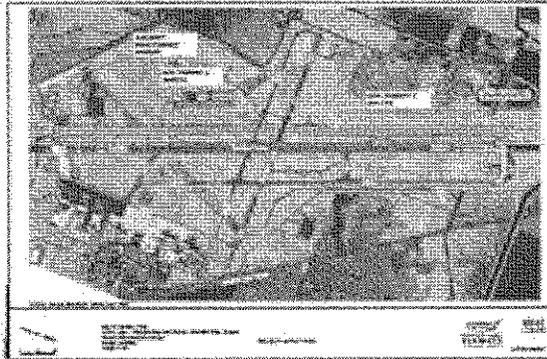
Crater Lake – Klamath Regional Airport  
City of Klamath Falls



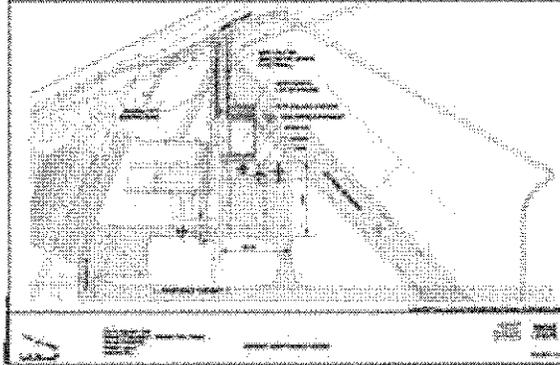
## Maintenance Hangar Project



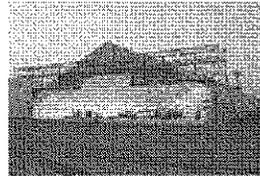
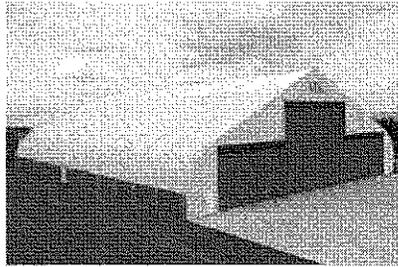
## Proposed Taxiway J w/ Maintenance Hangar



## Project Drawing



## Sprung Structure



## Maintenance Hangar & Infrastructure

† Estimated Cost (Budget):	
‣ Hangar – Sprung Structure:	\$1.25M
‣ Infrastructure & Site Work:	\$1.20M
‣ Interior Improvements:	\$ .18M
‣ Hangar Misc. (Fire Suppr., etc.):	\$ .25M
‣ Contingency (20%):	\$ .56M
‣ Design:	<u>\$ .56M</u>
† Total	\$4.0M



## Jobs

- † Maintenance Hangar: 10
- † Air Service –
  - PenAir: 8-10
  - TSA: 8-10
- † Induced/Indirect – 20
  
- † Total Possible Jobs: 30-50



## ConnectOregon VI Request

Maintenance Hangar & Infrastructure –

4.0M X 70% = **\$2.8 Million**

(City of Klamath Falls Match: \$1.2 Million)



## ConnectOregon VI Request

### Support Letters

PenAir	KCEDA
United States Forest Service	SCOEDD
Port of Portland	Pacific Power
Oregon Air National Guard	KCC
Discover Klamath	
Klamath County Chamber of Commerce	
Klamath County Commissioners	



## Questions/Comments?

John T. Barsalou, A.A.E.  
Airport Director  
(541) 883-5373



**KLAMATH FALLS CITY COUNCIL  
AGENDA REPORT KLAMATH**



Agenda Item No. 2

Date: November 16, 2015 - *Continued to 12/7/15 Meeting*

Department: Public Works  
Staff Presenter: Erik Nobel  
City Manager Review: *EQ*

Contact/Title: Erik Nobel, Planning Manager  
Telephone No.: 541-883-5254  
Email: Nobel@klamathfalls.city

**TITLE:** An Ordinance Amending the Klamath Falls Urban Area Transportation System Plan by Adding New Criteria to Goal 1

**SUMMARY AND BACKGROUND:**

The City adopted the Klamath Falls Urban Area Transportation Plan (TSP) on May 8, 2012. The TSP is adopted as part of the transportation element of the Comprehensive Plan. The Community Development Ordinance must be amended to support the changes in the TSP and the Comprehensive Plan. The TSP document is also utilized by the County and the Oregon Department of Transportation.

The proposed amendment to the TSP adds an additional criterion to Goal 1 that will clarify how the City, County and ODOT will ensure safe and efficient transportation systems. Throughout the TSP, it is stated that planned safety studies (Table 4-9) should consult and apply treatments from the Highway Safety Manual, National Cooperative Highway Research Program Report 613.

In the current TSP, there are no clear criteria stating that document would be used. The proposed criteria makes it clear that planned safety studies will consult and apply the treatments found in the Highway Safety Manual, and it also identifies how Objectives 1C (*Incorporate the Highway Safety Manual (HSM) into development review and capital project evaluation processes.*) will be met.

One of the primary issues driving the need for this change is the upcoming Brett Way Extension Project. Amending the TSP will allow the City, County and ODOT to consider the use of a roundabout at the intersection of Homedale Road and the Southside Expressway (HWY 140)

Below is Goal #1 with the proposed additional criteria in bold and italicized.

Goal #1: Ensure a safe and efficient transportation system for all users

*2*

Objectives:

- 1A. Coordinate with the existing safe routes to school (SRTS) plans and identify potential engineering components for future SRTS plans for local schools.
- 1B. Strategically plan for safety and operational improvements for bicyclists and pedestrians.
- 1C. Incorporate the Highway Safety Manual (HSM) into development review and capital project evaluation processes.
- 1D. Reduce the number of fatal and serious crashes in the planned area by 50% in the next 20 years.
- 1E. Reduce the frequency of bicycle and pedestrian related crashes in the planned area by 50% in the next 20 years.
- 1F. Meet applicable city, county, or state operational performance measures.

Criteria:

- 1C1. Project includes pedestrian and bicycle improvements located within existing or potential SRTS plan areas.
- 1C2. Influence of proposed project on developing new SRTS plans and/or enhancing existing SRTS plans.
- 1C3. Number of conflict points between all modes of travel includes crossing points for pedestrians and bicyclists along major arterials.
- 1C4. Miles of designated facilities (on – streets and off – streets) for bicycles and pedestrians provided.
- 1C5. Visibility and sight distances available to motorists, pedestrians, and bicyclists at intersections and key decision points.
- 1C6. Estimated number of fatalities and serious crashes.
- 1C7. Estimated number of bicycle and pedestrian related crashes.
- 1C8. Percent of facilities meeting applicable operation performance measures.
- 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.***

On October 26, the Planning Commission held a public meeting and made a recommendation of approval to City Council.

Referring Agency Comments:

The following agencies had no concerns or did not comment on this proposal:

- Klamath County Public Works
- City Engineering
- Klamath County Planning
- Klamath County Building
- Klamath County Fire District #1
- Oregon Department of Transportation

- Klamath Falls City Schools
- Klamath County Schools
- Klamath County Chamber of Commerce
- Klamath County Association of Realtors
- Klamath County Homebuilders Association
- Department of Land Conservation and Development

**FINANCIAL IMPACT:**

The adoption of the proposed additional criteria to Goal 1 of the TSP does not itself contain any financial impacts.

**COUNCIL OPTIONS:**

- Approve, deny or modify findings of the Planning Commission
- Introduce the Ordinance by title for first reading
- Provide staff with additional direction

**DOCUMENTS ATTACHED:**

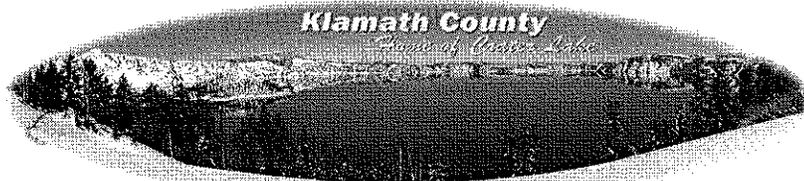
- Planning Commission Agenda Report
- Planning Commission Minutes of 10-26-2015
- Proposed Ordinance

**REQUESTED MOTION/ACTION:**

- Conduct a public hearing and take testimony
- Move to approve, deny or modify findings of the Planning Commission
- Move to introduce the Ordinance by title for first reading

**NOTICE SENT TO:**

Notice of the Planning Commission hearing was published in the Herald and News on October 4, 2015. Notice of Council's public meeting was published in the Herald and News on November 1, 2015 and mailed to those that testified at the Planning Commission, on October 26, 2015. All comments have been incorporated into this report.



**Klamath County Commissioners**

Tom Mallams, *Commissioner*  
Position One

Kelley Minty Morris, *Commissioner*  
Position Two

Jim Bellet, *Commissioner*  
Position Three

September 23, 2015

RECEIVED SEP 30 2015

Butch Hansen  
South Central Oregon Manager  
Oregon Department of Transportation  
2557 Altamont Dr.  
Klamath Falls, OR 97603

Dear Butch,

We wanted to follow up with you regarding our meeting on July 15, 2015 to discuss installing either a roundabout or traffic light at the intersection of the South Side Bypass and Homedale Road. The Board is in agreement with the opportunity to design and engineer a roundabout for consideration at said intersection.

We appreciate you staying in touch in regards to this project. If there is anything the Board can do, to help further the project along to ensure the safety of the residents of Klamath County please let us know.

Sincerely,

**Out of Office Today**

Tom Mallams  
Chair

  
Kelley Minty Morris  
Commissioner

  
Jim Bellet  
Commissioner

305 Main Street, Klamath Falls, Oregon 97601  
Phone: (541) 883-5100 | Fax: (541) 883-5163 | Email: [info@klamathcounty.org](mailto:info@klamathcounty.org)

New INFORMATION

2

**KLAMATH FALLS CITY COUNCIL  
AGENDA REPORT**



Agenda Item No. 3

Date: December 7, 2015

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Department: Public Works  
Staff Presenter: Erik Nobel  
City Manager Review: 

Contact/Title: Erik Nobel, Planning Manager  
Telephone No.: 541-883-5254  
Email: [nobel@klamathfalls.city](mailto:nobel@klamathfalls.city)

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**TOPIC:** Liquor License for New Outlet to allow Off-Premises Sales for ATOZSTUFFNTHINGS.COM

**SUMMARY AND BACKGROUND:**

David Hendrickson, in conjunction with ATOZSTUFFNTHINGS.COM at 809 Main Street, is applying for a New Outlet Liquor License to allow Off-Premises Sales. This would allow the sale of malt beverages, wine and cider to go in sealed containers.

This retail outlet has been in business at this location since April, 2015. The business location is zoned General Commercial within the Downtown Business Overlay Zone. The operation of a retail outlet is consistent with the zoning. The business will be open daily from 12 p.m. until 5 p.m. Monday, 12 p.m. to 6 p.m. Friday, and 12 p.m. to 4 p.m. Saturday and will be closed on the remaining days of the week.

**FINANCIAL IMPACT:**

There is no financial impact related to making a recommendation to OLCC.

**COUNCIL OPTIONS:**

- Make a recommendation to the OLCC for the allowance of Off-Premises Sales at ATOZSTUFFNTHINGS.COM
- Do not recommend the allowance of Off-Premises Sales at ATOZSTUFFNTHINGS.COM

**DOCUMENTS ATTACHED:**

- Aerial Photo

**RECOMMENDED MOTION/ACTION:**

- Move to recommend to the OLCC for the allowance of Off-Premises Sales at ATOZSTUFFNTHINGS.COM

**NOTICE SENT TO:**

ATOZSTUFFNTHINGS.COM  
David Hendrickson  
4256 Selma Street  
Klamath Falls, OR 97603

Michael and Nancy Weaver  
P.O. Box 518  
Eagle, ID 83616

OLCC  
Kent Oldham  
107 S 7<sup>th</sup> Street  
Klamath Falls, OR 96701

The City of Klamath Falls Police Department was notified of the proposal and has no reason to deny the application.

Notice was also sent on November 17, 2015, to adjacent property owners within a 100-foot radius of the business location. No response has been received to date.

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**KLAMATH FALLS CITY COUNCIL  
AGENDA REPORT**



Agenda Item No. 4

Date: December 7, 2015

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Department: Administration

Staff Presenter: Nathan Cherpeski

City Manager Review: *N*

Contact/Title: Nathan Cherpeski, City Manager

Telephone No.: (541)883-5316

Email: [ncherpeski@klamathfalls.city](mailto:ncherpeski@klamathfalls.city)

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**TOPIC:** Proposed 3 on 3 Basketball Tournament at Veterans Park

**SUMMARY AND BACKGROUND:**

Recently, representatives from Discover Klamath, KCEDA and the City watched a proposal from Michael Nunes with Hoop Form on creating a 3 on 3 basketball tournament in Klamath Falls. Michael Nunes played basketball at Oregon Tech during its first NAIA national championship season. He played nearly four years in the International Basketball Federation. As a former Oregon Tech player, he wanted to bring something back to Klamath Falls.

Mr. Nunes proposes to host a 3 on 3 basketball tournament in Veterans Park on July 30 and 31 of next year called Lake Jam. In many venues, these events draw large numbers of out of area teams. The event has potential to become an annual tournament with the ability to draw out of area teams to compete. Mr. Nunes eventually anticipates drawing from a regional population of nearly 700,000 for this tournament. The first tournament will be smaller, with the opportunity to grow in the future. While many details remain to be finalized, Mr. Nunes is hoping for preliminary Council approval of the event so he can secure sponsors and advertise.

In conjunction with other efforts, Lake Jam 3 on 3 hopes to be a Blue Zone affiliated event. The initial tournament design anticipated 152 teams participating. KCEDA and Discover Klamath are supportive of the proposal. Mr. Nunes will provide a presentation and answer questions at the meeting.

**FINANCIAL IMPACT:**

While the City may choose to sponsor the event, the request at this time has no financial impact.

**COUNCIL OPTIONS:**

- Give preliminary approval for the event at Veterans Park
- Decline to act at this time and give staff further direction.

**DOCUMENTS ATTACHED:**

- Presentation for Lake Jam 3 on 3 and outdoor festival

**RECOMMENDED MOTION/ACTION:**

- Move to approve the use of Veterans Park for the Lake Jam 3 on 3 tournament for July 30<sup>th</sup> and 31<sup>st</sup> 2016.

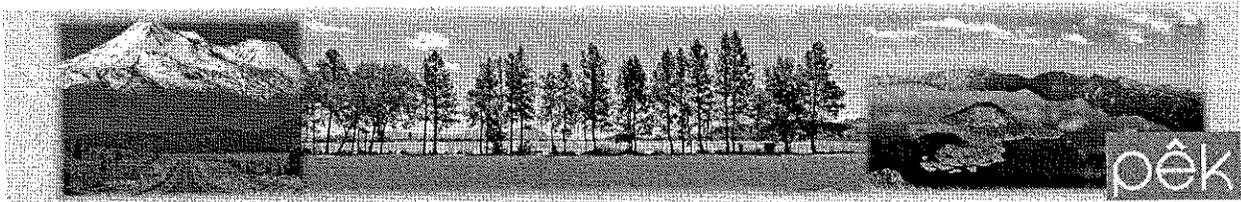
**NOTICE SENT TO:**

Michaels Nunes  
Greg O'Sullivan  
Jim Chadderdon  
Chip Massie

4



# KLAMATH FALLS SURROUNDED BY GREATNESS

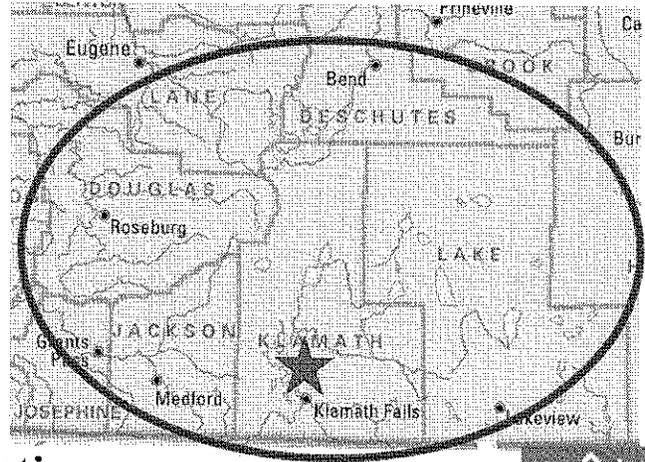


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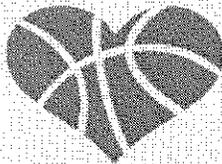
# AIMING FOR A MILLION



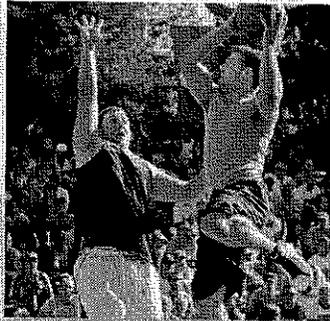
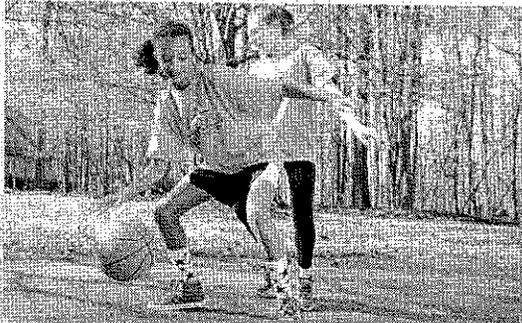
<u>County</u>	<u>Total Population</u>
Jackson	207,745
Deschutes	165,954
Josephine	83,600
Klamath	66,475
Lake	7,570
Douglas	106,940
Siskiyou	44,900
Modoc	9,686



Totals **692,870 Population**



## FOR THE LOVE OF THE GAME FROM GRANDKID TO GRANDPARENT





**THE BEST WAY TO THE HEART**  
**#FOOD #FAMILY #FRIENDS**



**BLUE ZONES PROJECT:**  
**POWERED BY FAMILY FUN**

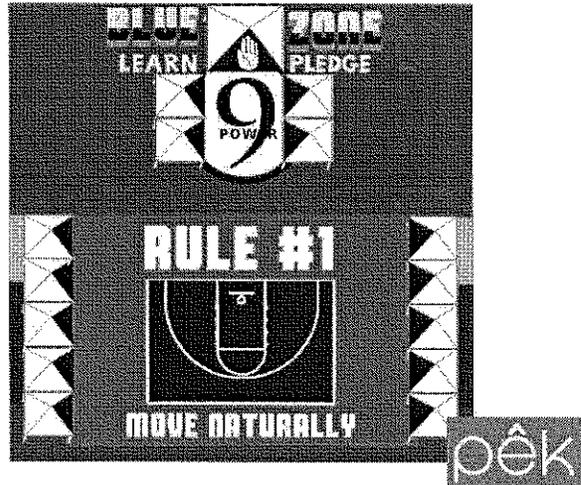


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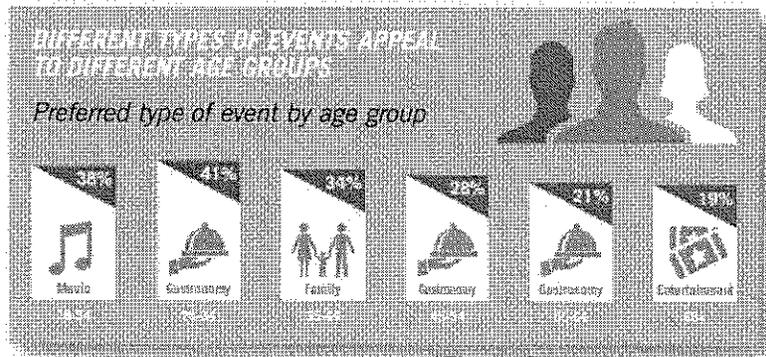
# BLUE ZONE LEARN & PLEDGE



The **BLUE ZONE** is a centrally located pavilion to **Learn about Power 9 and Pledge** to it's effectiveness. It includes **community partners** that provide resources for the Power 9 principles and provide **amenities for participants & attendees.**



# FOOD FOR THOUGHT

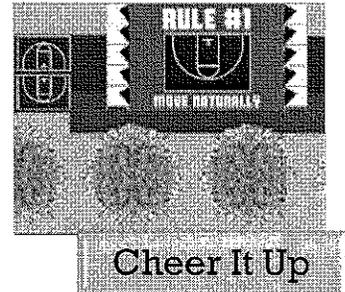


\*Elevent Research Study, 2014



4

# LOOKING TO THE COMMUNITY



# HONORING A LEGEND



Danny Miles is 2<sup>nd</sup> Most Winningest Coach in History of Basketball

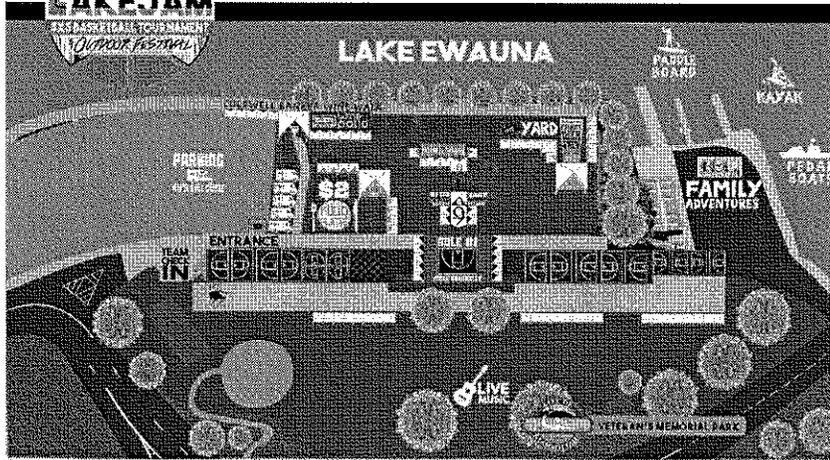


4

# THE BIGGER PICTURE



## BLUE ZONES QUALIFIED EVENT



# FIBA DIVISIONS & GOALS

Age Group	# Teams	Cost/Team
U11 (Girls & Boys)	32	\$ 95.00
U13 (Girls & Boys)	16	\$ 95.00
U15 (Girls & Boys)	16	\$ 95.00
U18 (Girls & Boys)	16	\$ 115.00
Open (Men & Women)	32	\$ 135.00
30 & Over (Men & Women)	16	\$ 135.00
50 & Over (Men & Women)	16	\$ 135.00
Unified (Co-Ed)	8	\$ -
Totals	152	

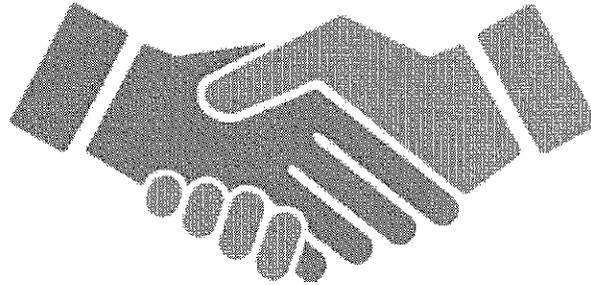


4

# PARTNERSHIPS



- \* Title - \$20,000
- \* Presenting - \$10,000
- \* Official Partner - \$5,000
- \* Stage/Entertainment Partner - \$5,000
- \* Community Partner - \$2,500
- \* Championship Partner - \$2,500
- \* Recreation Partner - \$2,500 or Trade
- \* Bracket Central Partner - \$1,500
- \* Family Fun Zone - \$1,500
- \* Court Sponsor - \$250



# NEXT STEPS

- \* Secure Venue & Committee Commitment
- \* Submit Applications for Permits
- \* Secure RFP's from Vendors
- \* Complete Budget
- \* Develop & Create Web Site
  - \* Domain
  - \* Team Info & Registration
  - \* Partnership Information
- \* Partnership Outreach
- \* Develop Event Visuals & Design



4

# ABOUT US



Hoop Form Basketball was built with the intention to educate all developing players and coaches about the mechanics of fundamental form and learning the importance of these mechanics to apply to the game on a consistent basis.

The delivery of this message has been most effective through a grassroots approach in the form of events, camps, clinics, and tournaments. This application gives the players/parents/coaches the opportunity to gather as a community to display their passion and support for the sport as well as providing a valuable resource for developing basketball ambassadors.

"As a former college national champion and four year captain of a FIBA professional basketball team, I understand the importance of teamwork, work ethic, and the community support involved with any endeavor. I'm excited to approach this project with the same principles & enthusiasm and look forward to continuing to build a tribe with these set beliefs."

Best Regards,



MICHAEL NUNES  
CEO & FOUNDER



4

**KLAMATH FALLS CITY COUNCIL  
AGENDA REPORT**



Agenda Item No. 5

Date: December 7, 2015

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Department: Administration  
Staff Presenter: Nathan Cherpeski  
City Manager Review: *me*

Contact/Title: Nathan Cherpeski, City Manager  
Telephone No.: (541)883-5316  
Email: [ncherpeski@klamathfalls.city](mailto:ncherpeski@klamathfalls.city)

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**TOPIC:** Proposal from The Ledge to Purchase the Old Police Building for a Retail/Rental Water Sports Equipment Venue

**SUMMARY AND BACKGROUND:**

The Budget Committee dedicated \$120,000 for the demolition of the Old Police Building; however, they also asked staff to see if there were any interested parties who would take the building and put it to use. Staff released an RFP for the property, but received no proposals. After the RFP closed, staff was approached by a party interested in the building. In fairness to all who might have an interest, staff re-released another RFP. From the request, we received one proposal by the November 5 deadline.

The Ledge, LLC proposes to convert the building into an "outdoor sports-oriented facility, catering to water sports." The facility would be used for retail sales and warehousing. The Ledge, LLC offers to purchase the building for \$1,000. Work to repair the roof and prepare the building for retail sales would begin immediately, if Council accepts the proposal.

The Old Police Building is located on the same lot as the Old City Hall and is zoned Public Facility. If this proposal is accepted, the City would be required to partition and rezone the parcel to separate the Old Police Building from the Old City Hall. The partition would require a survey and land use approval from the City. Once completed, the City can sell the property to The Ledge LLC.

**FINANCIAL IMPACT:**

The City anticipated spending \$120,000 for demolition. If the building is sold, the City would save much of those monies, less the cost of the survey and other costs to partition and rezone the property.

**COUNCIL OPTIONS:**

- Accept the proposal from The Ledge, LLC and authorize staff to dispose of the building.
- Decline to act at this time and give staff further direction.

**DOCUMENTS ATTACHED:**

- RFP from The Ledge, LLC

**RECOMMENDED MOTION/ACTION:**

- Move to accept the proposal from The Ledge, LLC and authorize staff to execute the necessary documents to proceed with the property transaction.

**NOTICE SENT TO:**

The Ledge, LLC

5

Beid 11/4/15 @ 10:22am  
edo.

**The Ledge, LLC**  
369 S. 6<sup>th</sup> St.  
Klamath Falls, OR 97601  
541.882.5586 store  
541.892.4229 cell  
[mike.angeli12@gmail.com](mailto:mike.angeli12@gmail.com)

**The Ledge Water Sport Center**

Nov. 1, 2015

**Prepared for:** City of Klamath Falls  
**Prepared by:** Michael Angeli  
Owner - The Ledge, LLC

**DESCRIPTION**

The City of Klamath Falls is seeking an entity to acquire by lease or purchase, property located at 425 Walnut Ave. Klamath Falls, formerly known as the Klamath Falls Police Station.

The Ledge, LLC is proposing the acquisition by purchase in order to convert the building into an outdoor sports oriented facility, catering to water sports. This building is in close proximity to Lake Ewauna and would provide great opportunity to promote the development of the waterfront.

Proposal number 110115-1

## TABLE OF CONTENTS

### The Ledge, LLC

Executive Summary	1 - 2
Cost Summary	3
Contract and Terms	4
Benefits	5
Project Management	6

## EXECUTIVE SUMMARY

### **The Objective...**

The Ledge, LLC will utilize 425 Walnut Ave. as a water sports equipment facility. This will entail selling and warehousing all items in the pursuit of enhancing the pristine and under-utilized waterfront access of Lake Ewauna. This facility would also provide a permanent office and retail space for the Klamath Falls Downtown Association to operate from.

### **The Goals...**

The Ledge, LLC is a small, privately owned organization that requires greater space for expansion in closer proximity to the Lake Ewauna waterfront.

The goals of The Ledge, LLC are:

- Provide a one-stop location for rental and sales of water sport craft (kayaks, canoes, stand up paddleboards ) in close proximity to local waterways.
- Provide greater warehouse / retail space for equipment. Expansion of a warehousing hub for wholesale water sport products in So. Oregon / N. Cal. region, driving customers and retail vendors into the area for business.
- Provide the Klamath Falls Downtown Association with a permanent office space and storage for immediate occupation.
- Rehabilitation of an historic downtown building previously slated for demolition.
- Providing a vibrant retail location to enhance / stimulate the development of the waterfront area.

### **The Solution...**

The Ledge, LLC is an established business in downtown Klamath Falls, since 2003. It has grown to meet the needs of the local market by providing high end equipment and clothing not available in the region. It has enhanced the viability of our downtown by building a destination draw, the Yeti's Lair Climbing Gym. This has drawn customers from all over the Northwest and California since it's opening in 2007.

**The Solution...cont.**

The Ledge, LLC is actively involved in the revitalization of Klamath Falls. As a founding member of the Klamath Falls Downtown Association, it pursues opportunities to build a greater retail environment. There are numerous shining accomplishments that we have been involved with.

- An established graffiti abatement program cleaning blight with no charge to the City or residents.
- Annual waterfront events promoting our natural resources and their use.
- Recognition in numerous journals and publications as a place to visit:  
National Geographic Travel Magazine  
Rand McNally Atlas "Best Of" category

**Phase #1**

The Ledge, LLC, in partnership with local volunteer groups and the K.F.D.A., will immediately clean out, refurbish and occupy office space to promote downtown. **Immediate** warehousing of retail merchandise will take place.

**Phase #2**

Refurbishment of the interior will commence in preparation for the Spring 2016 water sport season. Completion of rental space will occur by Feb. 2016.

**Phase #3**

A concerted effort will be put into restoring and preserving many of the historic and notable portions of the former police station. This will be an ongoing project.

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## COST SUMMARY

**Proposed Purchase Amount:**        \$1000        **cash reserve on hand.**

**Reserve Account:**

Phase #1 -                                \$2000        **cash reserve on hand.**

Includes demolition / cleanup, turn key preparation ( painting, fixtures and roof leak stabilization ).

Phase #2 -                                \$1000        **cash reserve on hand.**

Demolition of existing garage build-out / briefing room. Prepare for rental craft display and storage.

Phase #3 -                                \$2000        **cash reserve on hand.**

Use existing materials for roof repair / replacement of The Ledge building for roof upgrade project on former police station.

Total setup cost                        \$6000

Any additional capital needed will come from The Ledge, LLC receipts.

**Ongoing Monthly Costs**

Utilities                                    \$250 estimated

**Ongoing Yearly Costs**

Property Taxes                            \$2000 estimated

Insurance                                 \$3500 estimated  
( property / liability )

Estimated costs are based on existing building expenses of The Ledge, LLC, a building in the near vicinity, with comparable square footage.

## CONTRACT AND TERMS

The Ledge, LLC will purchase the property for retail operations, office and warehouse space. It will immediately occupy the location upon acceptance and completion of pertinent requirements of a real estate transaction.

The Ledge, LLC will adhere to the terms set forth in the Request for Proposal regarding the project timelines and requirements.

5

## BENEFITS

By accepting this offer from The Ledge, LLC, the City of Klamath Falls will benefit in the following ways:

- Relief from large demolition costs.
- Relinquishing the responsibility of a vacant building with diminishing returns and growing maintenance costs.
- Establishing another tax entity in downtown and raising property value.
- Preservation of an historic property that has potential economic draw.
- Growth of a local established business seeking room for expansion in an existing structure.
- Expansion of a growing market in the tourism realm, a vital cornerstone of the Klamath Basin economy.
- Improvement and forward motion toward the development of a stagnant portion of downtown real estate.
- Growth of a destination attraction for downtown.

## PROJECT MANAGEMENT

**The Ledge, LLC**  
Michael Angeli, Owner / Operator  
369 S. 6<sup>th</sup> St.  
Klamath Falls, OR 97601  
541.882.5586 store  
541.892.4229 cell  
[mike.angeli12@gmail.com](mailto:mike.angeli12@gmail.com)

If there are any questions or concerns regarding this proposal, please contact me at any of the listed contact points.

Thank you for your time and consideration of this proposal.



Michael P. Angeli

**KLAMATH FALLS CITY COUNCIL  
AGENDA REPORT**



Agenda Item No. 6

Date: December 7, 2015

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Department: Public Works	Contact/Title: Scott Souders / City Engineer
Staff Presenter: Scott Souders	Telephone No.: 541-883-5290
City Manager Review: <i>SS</i>	Email: ssouders@klamathfalls.city

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**TOPIC:** Authorization to Enter into an Intergovernmental Agreement with South Suburban Sanitary District for the Phase V Altamont Drive Utilities Relocation Project

**SUMMARY AND BACKGROUND:**

Klamath County is in the process of widening Altamont Drive from South 6th Street to Barry Avenue. The project includes widening the roadway to three lanes, lowering the roadway elevation, installing piped storm drainage, and adding curb, gutter and sidewalk. The County's project is being constructed in five phases:

- Phase I - South 6th Street to Cannon Avenue (including Crosby Avenue from Washburn Way to Altamont Drive) – *COMPLETE*
- Phase II – Cannon Avenue to Hilyard Avenue – *COMPLETE*
- Phase III – Hilyard Avenue to Onyx Avenue – *COMPLETE*
- Phase IV – Onyx Avenue to Laverne Avenue – *COMPLETE*
- Phase V – Laverne Avenue to Barry Avenue – *CONSTRUCTION SUMMER OF 2017*

As indicated, the County has completed four of the five phases proposed for their Altamont Drive Improvement Project. The County indicates Phase V will be constructed during the summer of 2017.

Since Altamont Drive must be lowered to accommodate drainage improvements, Klamath County requested that the City and South Suburban Sanitary District (District) each investigate the need to lower their respective utility infrastructure. The City and District have each determined that adjustments to their utilities are necessary in order to ensure adequate depth once the roadway is lowered. Since these utilities are located within County's right-of-way, the County can require that the utilities be lowered at the cost of the utility owner when necessary to facilitate County public improvement projects.

In an effort to efficiently design and construct the Phase V utility modifications, staff recommends partnering with the District through an Intergovernmental Agreement (IGA) and share in the costs of design, bid, and construction. In the past, the City managed the project and contracted for the District's design and construction.

*6*

Although the past work was done without a contract with the District, staff recommends a contract with the District. In the proposed IGA, the City acts as the Project Manager and, therefore, facilitating the RFP process for securing and contracting with both the design Consultant and project Contractor. The District sets forth the terms of the agreement and makes it clear that the District is responsible for any construction or design issues with the contractor. The City will be reimbursed its actual costs to act as Project Manager.

**FINANCIAL IMPACT:**

Funding for the City's share of the design project is currently allocated under the Water Division Capital Fund FY 2015-16. Funding for the City's share of the construction project will be allocated under the Water Division Capital Fund FY 2016-17.

**COUNCIL OPTIONS:**

1. Approve the Intergovernmental Agreement with South Suburban Sanitary District.
2. Reject the Intergovernmental Agreement with South Suburban Sanitary District and recommend modifications to the agreement. This option would require postponement of a proposed Design Services Contract until such time that the IGA language can be agreed upon.
3. Reject the Intergovernmental Agreement with South Suburban Sanitary District and direct staff to proceed with the Phase V Altamont Drive Utilities Relocation Project for waterline design only. This option would require postponement of a proposed Design Services Contract in order to renegotiate services scope and fee with Consultant.

**DOCUMENTS ATTACHED:**

- Intergovernmental Agreement with South Suburban Sanitary District

**RECOMMENDED MOTION/ACTION:**

- Move to Authorize Entering into an Intergovernmental Agreement with South Suburban Sanitary District for the Phase V Altamont Drive Utilities Relocation Project

**NOTICE SENT TO:**

- South Suburban Sanitary District

6

INTERGOVERNMENTAL AGREEMENT FOR PHASE V  
IMPROVEMENTS TO ALTAMONT DRIVE

This Agreement, hereinafter referred to as "Agreement", is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the South Suburban Sanitary District, a special district, herein referred to as "District", and the City of Klamath Falls, a municipal corporation, herein referred to as "City."

WHEREAS, the City will be constructing improvements as part of Klamath County's Phase V improvements to Altamont Drive; and

WHEREAS, the District - has infrastructure that may need to be re-aligned due to Klamath County's Phase V to Altamont Drive project. The parties desire for the City to construct the improvements on the District's behalf and the District will reimburse the City; and NOW, THEREFORE, the City and District agree as follows:

- A. The City will execute a contract with the selected engineer and contractor. The District will be involved in the evaluation and selection of the engineer and contractor.
- B. The City will receive the billings for the engineer and contractor and send it to the District. Before the City processes payment, the District shall review the billings for accuracy. Upon approval, the City will pay the engineer and/or contractor and invoice the District for the District's portion. The District will pay the City for the District's portion of the work.
- C. Bid documents shall separate City and District work as separate bid items. All general construction task costs such as mobilization, inspection, and traffic control, if not clearly defined in separate bid items, shall be divided and applied to the City and District based on the relative percentage of the City and District bid amounts received.
- D. If there is a dispute about the engineering work done for the District, the District will have the responsibility for resolving the dispute with the engineer.
- E. If there is a dispute about contractor work done for the District, the City, as project manager and inspector, shall assist the District in resolving the dispute with the contractor.
- F. For the work done on behalf of the District, District shall indemnify, hold harmless and defend the City, its officers and employees, against all liability or loss, and against all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature based upon, caused by or arising out of the negligent acts, errors or omissions of the engineer and/or contractor, or violation of any statute, ordinance or regulation.
- G. For the work done on behalf of the City, City shall indemnify, hold harmless and defend the District, its officers and employees, against all liability or loss, and against all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature based upon, caused by or arising out of the negligent acts, errors or omissions of the engineer and/or contractor, or violation of any statute, ordinance or regulation.

6

- H. Project management services provided by the City on behalf of District during the design phase of the project will be provided at no cost to the District.
- I. Project management and inspection services provided by the City on behalf of the District during the construction phase of the project will be reimbursed by the District. The scope and terms of this reimbursement will be defined prior to contract execution with the successful General Contractor.

SOUTH SUBURBAN SANITARY  
DISTRICT

CITY OF KLAMATH FALLS

\_\_\_\_\_  
**Michael T. Fritschi**, General Manager

\_\_\_\_\_  
**Nathan Cherpeski**, City Manager

Approved as to form:

\_\_\_\_\_  
**Jim Hainline**, Board Chair

\_\_\_\_\_  
**Joanna Lyons-Antley**, City Attorney

6

**KLAMATH FALLS CITY COUNCIL  
AGENDA REPORT**



Agenda Item No. 7

Date: December 7, 2015

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Department: Public Works	Contact/Title: Scott Souders / City Engineer
Staff Presenter: Scott Souders	Telephone No.: 541-883-5290
City Manager Review: 	Email: ssouders@klamathfalls.city

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**TOPIC:** Design Services Contract with Adkins Consulting Engineering, LLP for Phase V of the Altamont Drive Utilities Relocation Project in the Amount of \$30,000

**SUMMARY AND BACKGROUND:**

Klamath County is in the process of widening Altamont Drive from South 6th Street to Barry Avenue. The project includes widening the roadway to three lanes, lowering the roadway elevation, installing piped storm drainage, and adding curb, gutter and sidewalk. The County's project is being constructed in five phases:

- Phase I - South 6th Street to Cannon Avenue (including Crosby Avenue from Washburn Way to Altamont Drive) – *COMPLETE*
- Phase II – Cannon Avenue to Hilyard Avenue – *COMPLETE*
- Phase III – Hilyard Avenue to Onyx Avenue – *COMPLETE*
- Phase IV – Onyx Avenue to Laverne Avenue – *COMPLETE*
- Phase V – Laverne Avenue to Barry Avenue – *CONSTRUCTION SUMMER OF 2017*

As indicated, the County has completed four of the five phases proposed for their Altamont Drive Improvement Project. The County indicates Phase V will be constructed during the summer of 2017.

Since Altamont Drive must be lowered to accommodate drainage improvements, Klamath County has requested that the City and South Suburban Sanitary District (District) each investigate the need to lower their utility infrastructure. The City and District have each determined that adjustments to their utilities are necessary in order to ensure adequate depth once the roadway is lowered. Since these utilities are located within County Right-of-Way, the County can request the utilities be lowered at the cost of the utility owner when necessary to facilitate County public improvement projects.

7

In an effort to efficiently design and construct the Phase V utility modifications, the City and District intend to partner through an Intergovernmental Agreement (IGA) and share in the costs of design, bid, and construction. The City is taking the lead as overall Project Manager and, therefore, facilitating the RFP process for securing and contracting with the design consultant. The City owns two utilities within the Phase V limits of work, water and KFI sewer force main. At this time it is unclear if the sewer force main will be in conflict. Further investigation will be made by City staff and the Design Consultant once additional data is collected and evaluated.

The existing water system was in good working order prior to the proposed County improvements for all phases of this project. However, as part of the project, the City took the opportunity to evaluate the existing water network and determined mainline upsizing was justified in order to ensure adequate water delivery and provide improved fire protection in the area. Existing 4" and 6" waterlines within Phase V will be replaced with approximately 2700 lineal feet of new 12" water mainline, fire hydrants, and domestic water meter services along the roadway.

A Request for Proposals, including work for the District, was sent to five local consulting firms. Two of those firms responded with proposals to provide design services for Phase V of this project. City and District staff independently reviewed and scored the submitted proposals under three categories: (1) Project Understanding and Approach, (2) Project Team, Experience, Quality of Service and Availability, and (3) Project Management and Schedule. Based on these criteria, the evaluation team identified Adkins Consulting Engineering as the most qualified design firm and staff successfully negotiated a Time & Materials Not-to-Exceed (NTE) design services fee of **\$30,000**. Staff recommends contract award to Adkins Consulting Engineering, LLC.

If City Council does not approve an IGA with the South Suburban Sanitary District, staff will need to submit a new RFP for design work.

#### **FINANCIAL IMPACT:**

The preliminary Engineer's Estimate for construction of the City's water improvement portion of this project is **\$750,000**. Funds for the design contract will be split between the City and District. Billings will be categorized between those services provided on the City's behalf and those provided on District's behalf. District will then reimburse the City for their portion of the work through an Intergovernmental Agreement (IGA).

The total NTE fee for design services is **\$30,000**, with **\$21,300** to be the responsibility of the City. Funds for design of this project are identified in the City's Water Division Capital Fund FY 2015-16 Adopted Budget for Altamont Drive Phase V Design Water Main Replacement in the amount of \$50,000.

#### **COUNCIL OPTIONS:**

1. Approve the Design Services Proposal from Adkins Consulting Engineering, LLP.
2. Deny the Design Services Proposal from Adkins Consulting Engineering, LLP, revise scope, and reissue proposal solicitation.
3. Deny the Design Services Proposal from Adkins Consulting Engineering, LLP and postpone the project.

**DOCUMENTS ATTACHED:**

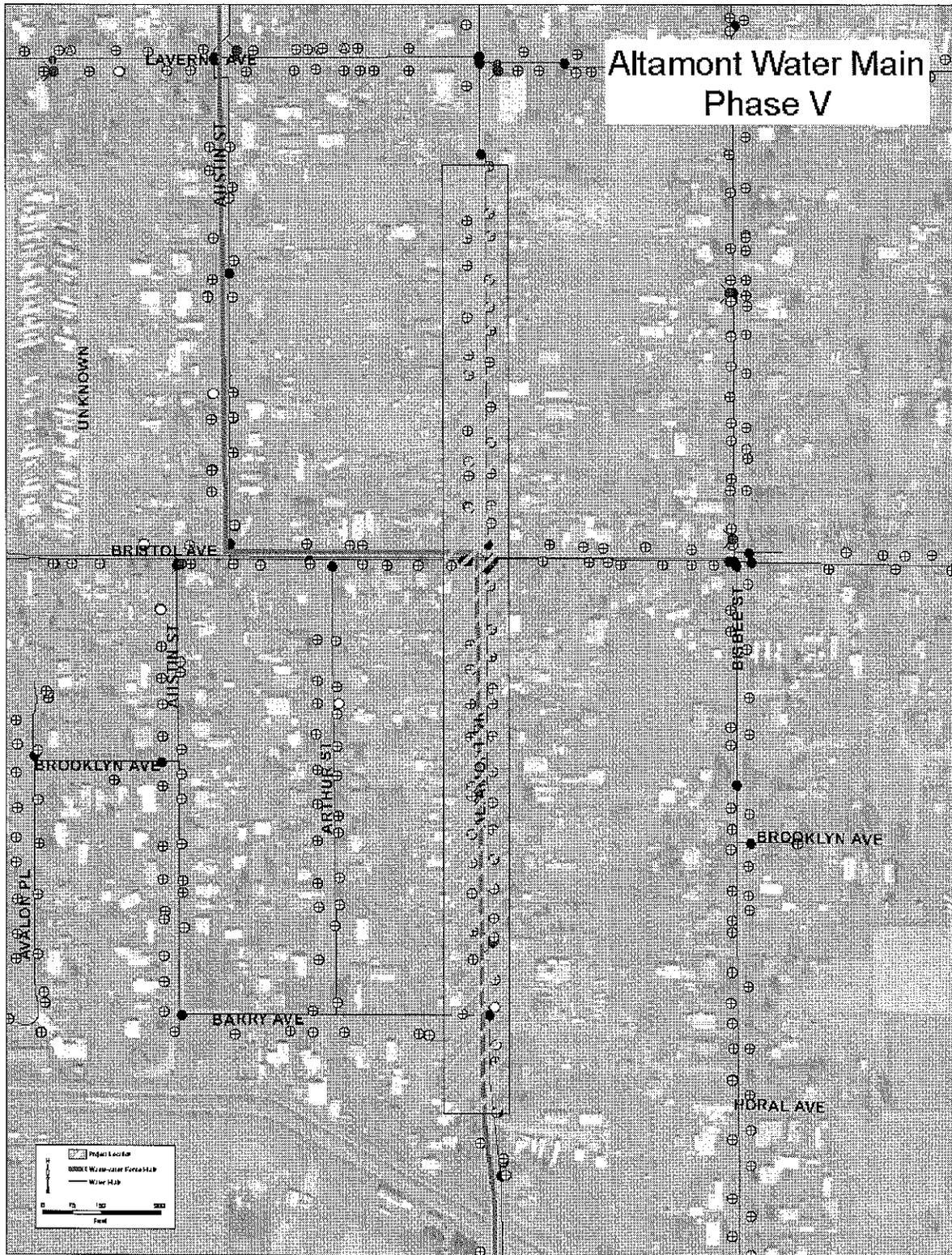
- Project location exhibits
- Intergovernmental Agreement with South Suburban Sanitary District
- Mini-RFP supplied to consulting firms
- Consultant Services Contract with Adkins Consulting Engineering, LLP including Design Services Proposal

**RECOMMENDED MOTION/ACTION:**

Move to approve the Design Services Proposal from Adkins Consulting Engineering, LLP in the amount not-to-exceed \$30,000.

**NOTICE SENT TO:**

- All consulting firms who submitted a design services proposal were notified via e-mail.



Altamont Water Main  
Phase V



7

INTERGOVERNMENTAL AGREEMENT FOR PHASE V  
IMPROVEMENTS TO ALTAMONT DRIVE

This Agreement, hereinafter referred to as "Agreement", is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the South Suburban Sanitary District, a special district, herein referred to as "District", and the City of Klamath Falls, a municipal corporation, herein referred to as "City."

WHEREAS, the City will be constructing improvements as part of Klamath County's Phase V improvements to Altamont Drive; and

WHEREAS, the District - has infrastructure that may need to be re-aligned due to Klamath County's Phase V to Altamont Drive project. The parties desire for the City to construct the improvements on the District's behalf and the District will reimburse the City; and NOW, THEREFORE, the City and District agree as follows:

- A. The City will execute a contract with the selected engineer and contractor. The District will be involved in the evaluation and selection of the engineer and contractor.
- B. The City will receive the billings for the engineer and contractor and send it to the District. Before the City processes payment, the District shall review the billings for accuracy. Upon approval, the City will pay the engineer and/or contractor and invoice the District for the District's portion. The District will pay the City for the District's portion of the work.
- C. Bid documents shall separate City and District work as separate bid items. All general construction task costs such as mobilization, inspection, and traffic control, if not clearly defined in separate bid items, shall be divided and applied to the City and District based on the relative percentage of the City and District bid amounts received.
- D. If there is a dispute about the engineering work done for the District, the District will have the responsibility for resolving the dispute with the engineer.
- E. If there is a dispute about contractor work done for the District, the City, as project manager and inspector, shall assist the District in resolving the dispute with the contractor.
- F. For the work done on behalf of the District, District shall indemnify, hold harmless and defend the City, its officers and employees, against all liability or loss, and against all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature based upon, caused by or arising out of the negligent acts, errors or omissions of the engineer and/or contractor, or violation of any statute, ordinance or regulation.
- G. For the work done on behalf of the City, City shall indemnify, hold harmless and defend the District, its officers and employees, against all liability or loss, and against all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature based upon, caused by or arising out of the negligent acts, errors or omissions of the engineer and/or contractor, or violation of any statute, ordinance or regulation.

- H. Project management services provided by the City on behalf of District during the design phase of the project will be provided at no cost to the District.
- I. Project management and inspection services provided by the City on behalf of the District during the construction phase of the project will be reimbursed by the District. The scope and terms of this reimbursement will be defined prior to contract execution with the successful General Contractor.

SOUTH SUBURBAN SANITARY  
DISTRICT

CITY OF KLAMATH FALLS

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**Michael T. Fritschi**, General Manager

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**Nathan Cherpeski**, City Manager

Approved as to form:

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**Jim Hainline**, Board Chair

---

**Joanna Lyons-Antley**, City Attorney

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**MINI-RFP  
For  
ENGINEERING SERVICES**

The City of Klamath Falls Engineering Division and South Suburban Sanitary District are seeking proposals from qualified consultants for engineering services for their 247615 Altamont Drive Utilities Relocation Project Phase V.

Evaluation of the consultants will be made on the basis of individual written proposals. Consultants submitting proposals will be considered upon the following general criteria:

1. Project Understanding and Approach
2. Project Team, Experience, Quality of Service and Availability
3. Project Management and Schedule

Consultants desiring consideration should submit six (6) copies of the proposal with all pertinent data to:

Elisa Olson  
City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

Sealed envelopes containing proposals shall be clearly marked on the outside with the following: **Proposal – 247615 Altamont Drive Utilities Relocation Project Phase V** and show the name and address of the consultant. Proposals will be accepted until **2:00 p.m. on October 29<sup>th</sup>, 2015.**

**Consultants shall include a separate sealed envelope containing their total Time and Materials, Not-to-Exceed price for design services and a level of effort breakdown of the proposed fees. Proposed fees shall be all inclusive, including fees for any sub-consultants that may be needed to perform the work. Once the successful consultant has been chosen the envelopes will be opened and the proposed fees used to negotiate the contracted design services fee.**

The Proposal must be organized in accordance with the list of Scoring Criteria categories listed below. The Proposal must not exceed 8 pages, *excluding* Mini-Solicitation Cover Sheet, any tabs or indexes or table of contents. If a Proposer submits a Proposal exceeding this limit, City will consider the pages up to the allowable page limit and discard all subsequent pages. The Proposer may choose how to allocate the number of pages between any sections, within the overall page limit.

One Page is defined as: one side of a single 8-1/2" x 11" page, with 12-point minimum font size for the substantive text (including text in tables and resumes). Any page over this size will be counted as 2 pages. Any page or partial page with substantive text, tables, graphics, charts, resumes, etc., will be counted as 1 page. Proposers may use their discretion for the font size of other materials that do not include substantive text

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(e.g. graphics, picture or graphics captions, and org charts). Proposers are to submit Proposals on recycled white paper (one bound copy and subsequent copies stapled only without binders or cover-stock). If a Proposer submits a Proposal with more than one copy with cover-stock or binding, City will remove and recycle them.

### **Background**

Klamath County is in the process of widening Altamont Drive from South 6th Street to the Southside Bypass. Phase V of this project will include improvements to Altamont Drive from Laverne Avenue to the irrigation canal located South of Barry Avenue. In addition to widening the roadway to three lanes, the County is lowering the elevation of the road, improving storm drainage and adding curb, gutter and sidewalk. As a result of the proposed County improvements, the existing utilities in the Altamont Drive Right-of-Way must be lowered to facilitate construction. The City is partnering with South Suburban Sanitary District (SSSD) during the design and construction portions of this phase of the County's Altamont Drive Improvements Project. The Design Consultant will be required to work with both the City of Klamath Falls and SSSD to facilitate design. The City will be the primary point of contact and will serve as the Project Manager for this project. Final Bid documents for the Altamont Drive Utilities Relocation Project Phase V are required to be delivered to the City by May 1, 2016. The project is scheduled to be constructed in the Fiscal year 2016/17.

Klamath County has supplied the attached **preliminary** design drawings to be used by the consultants for proposal preparation purposes only. The successful consultant will be **required** to obtain current design drawings from Klamath County in order to prepare project bid documents for the City of Klamath Falls and SSSD.

### **Scope of Work**

- Obtain topographic survey data to facilitate design.
- Provide design services for approximately 2700lf of new 12" Ductile Iron water main, fire hydrants and domestic water services along Altamont Drive between Laverne Avenue and the irrigation canal located South of Barry Avenue (see attached exhibit map).
- Provide design services to field verify and identify approximately 31 sanitary sewer laterals to be added, moved or replaced to facilitate construction of Altamont Drive and the City water main.
- Provide design services to add approximately 58 sanitary sewer cleanouts at the Altamont Drive Right-of-Way
- Provide design services to add (1) sanitary sewer manhole over a 24" sewer main approximately 16' deep.
- Attend bi-weekly design meetings with City staff throughout the design process.
- Prepare draft plans, technical specifications and a traffic control plan at the 60% and 90% design levels and deliver to the City for review and comment.

- Prepare final plans, technical specifications and traffic control plans to the City for the City's formal bidding process.
- During the project Bid Phase, attend the City's pre-bid meeting, address any technical questions that may arise through the RFI process and assist in preparation of addenda if needed.
- During the project Construction Phase, attend pre-construction meeting, tie-in meetings and weekly construction meetings as required.
- Upon completion of the Construction Phase, prepare as-built documents and provide to the City in AutoCAD Civil 3D, PDF and Mylar formats based on City inspector and contractor red-lined documents.

The City anticipates awarding a design services contract at the November 16, 2015 City Council meeting.

The City and SSSD anticipate the construction budget for the overall project will not exceed \$750,000.

**Evaluation Criteria**

This section identifies the evaluation criteria and their respective scores. Each proposal will be judged as a demonstration of the consultant's capabilities and understanding of the services requested. Evaluation factors and maximum points will be as follows:

(1) Project Understanding and Approach Max. Points: 30

Describe your firm's understanding and approach to accomplish the objectives set forth in the Scope of Work. Propose methodologies to accomplish the work, including the types of information or data required and the proposed approach to identifying and evaluating alternatives.

(2) Project Team, Experience, Quality of Service and Availability Max. Points: 30

Provide a listing of the proposed team's qualifications, experience, skills and commitment to perform the work. Provide examples of your firm and assigned staff's project experience within the past 5 years, specifically the level of complexity and comparable size with the proposed project. Provide a minimum of (3) three examples with references for projects of equal size and scope. Identify team members that were actively involved in many of the referenced projects, including key personnel that will be assigned to this project. References will be used to consider the quality of completed projects and the quality of service the firm and assigned staff provided on previous projects. Identify proposed team's current project commitments as well as employees committed to this project, including project manager.

(3) Project Management and Schedule

Max. Points: 40

Describe your firm's processes and ability to effectively communicate, coordinate and manage its services and the project, including cost controls. Provide a proposed schedule that demonstrates your firm's ability to meet all project milestones including the overall construction completion deadline.

**TOTAL MAXIMUM SCORE – Written Proposal:**

**100**

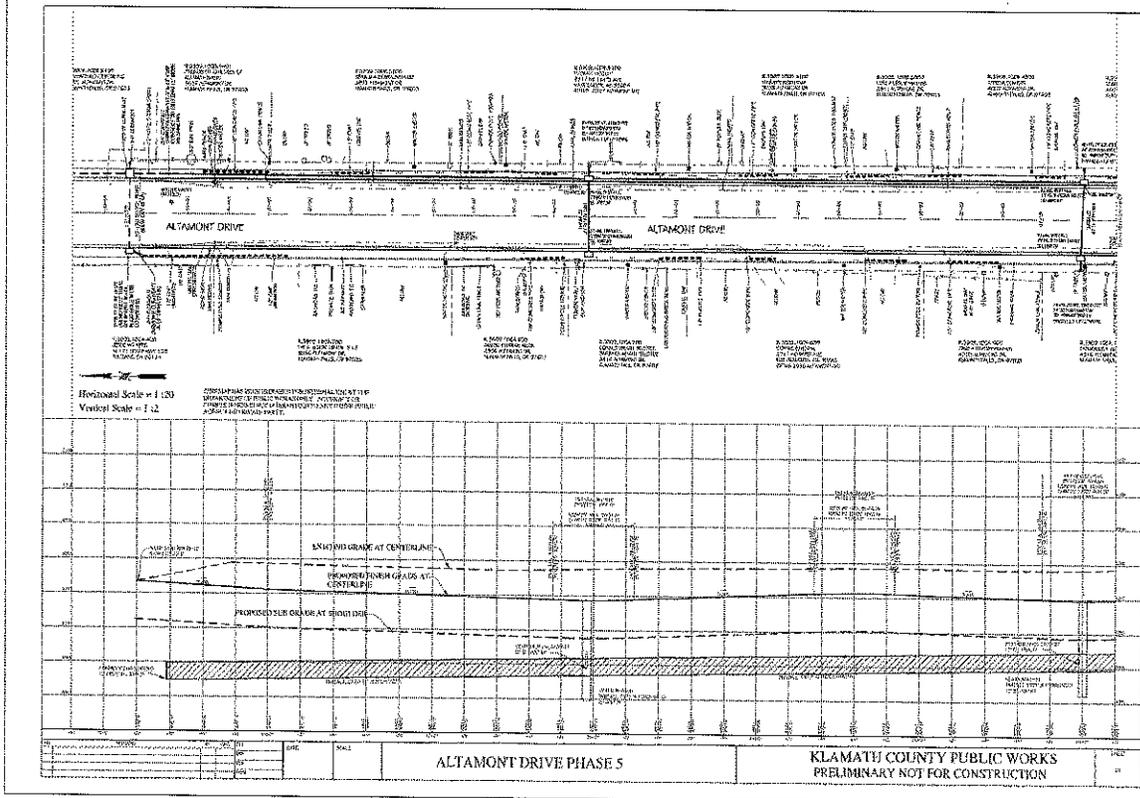
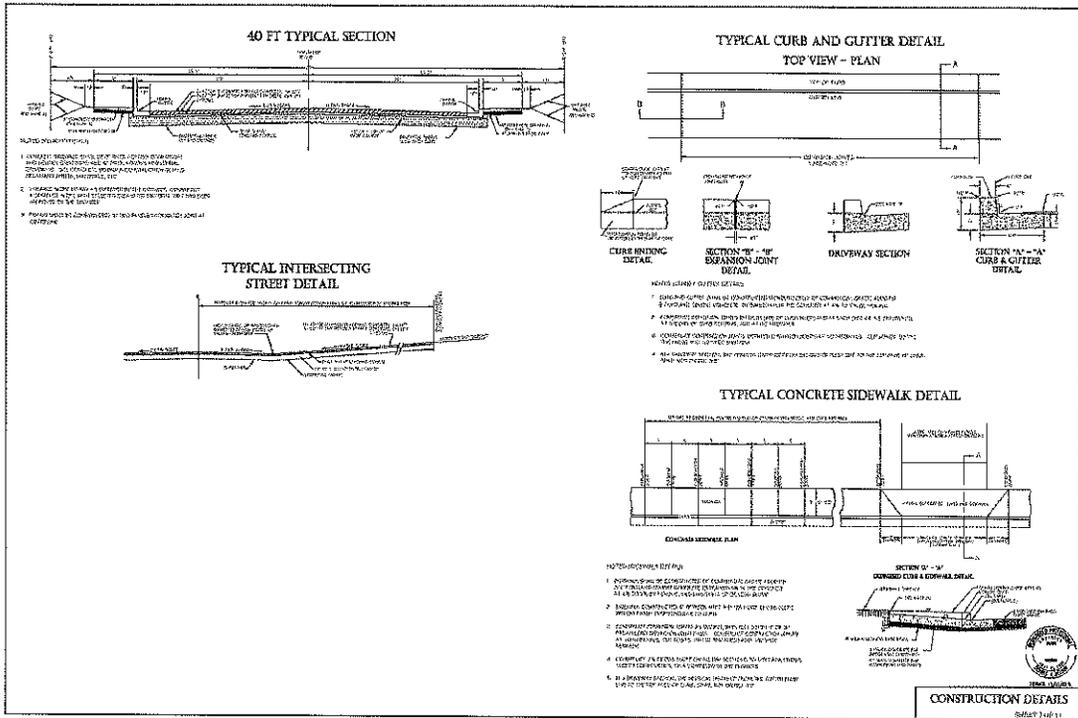
**Inquiries**

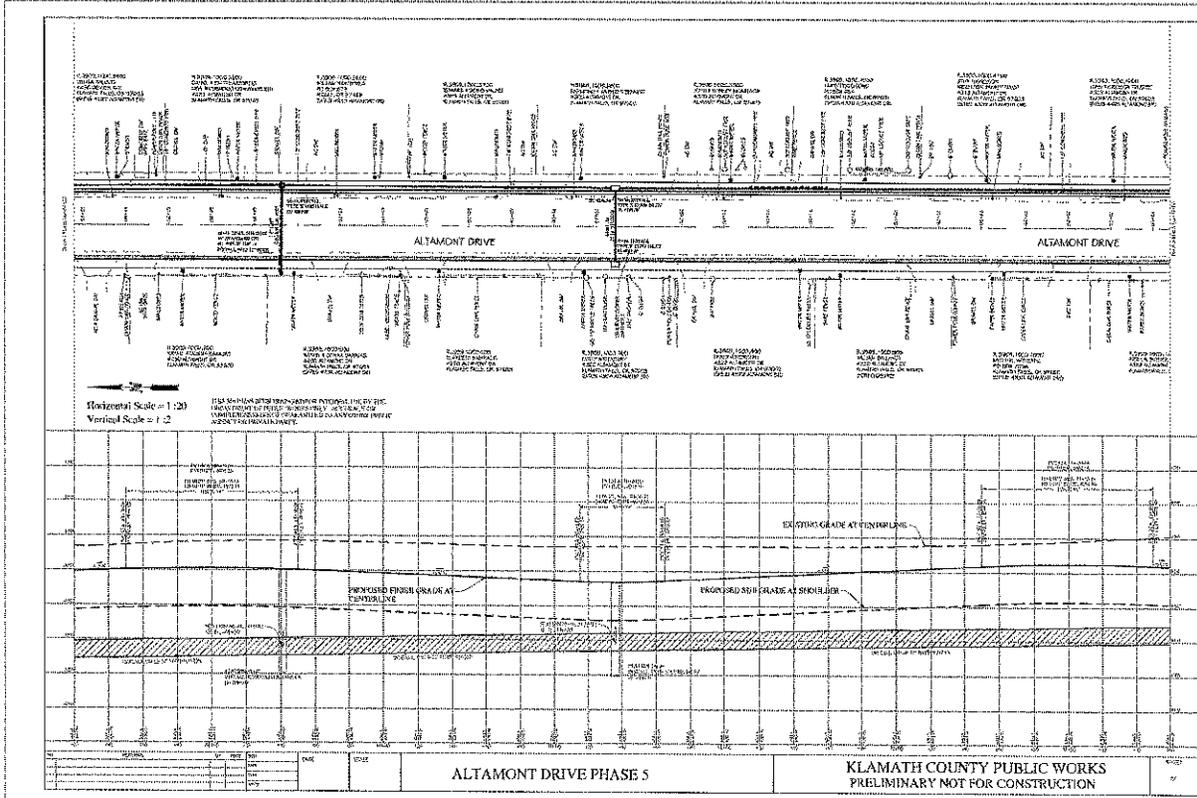
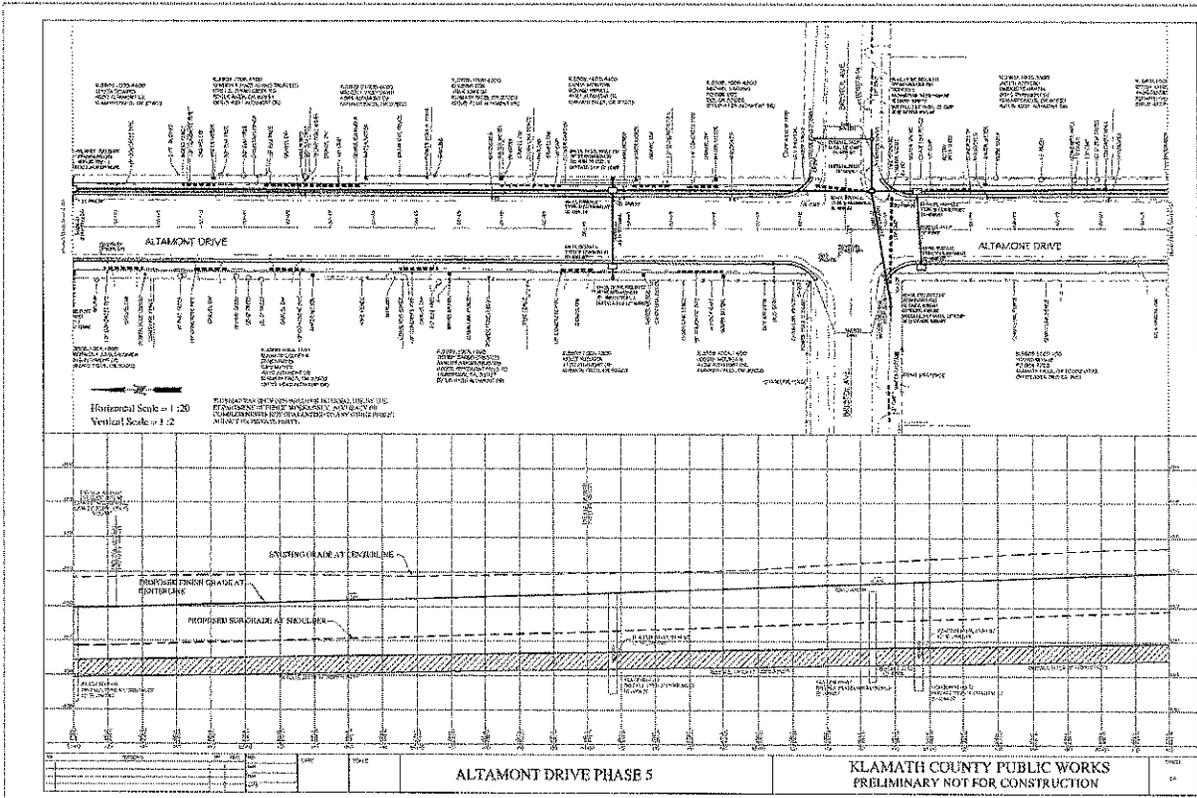
Questions about the Proposal that arise prior to the Proposal Deadline can be addressed in writing or via email to:

Andrew Lakey, PE  
Associate Engineer / Project Manager  
City of Klamath Falls  
PO Box 237  
Klamath Falls, Or 97601  
Phone (541) 883-5283  
[alakey@klamathfalls.city](mailto:alakey@klamathfalls.city)

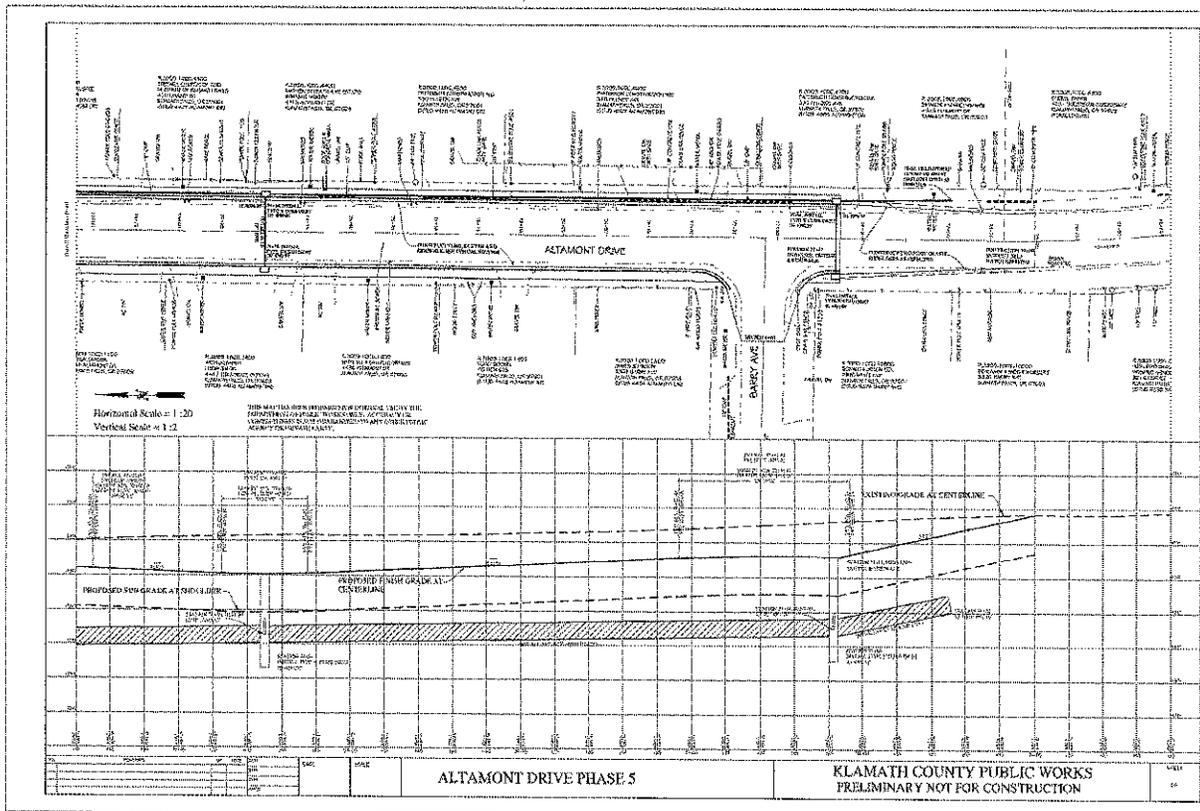
All RFIs need to be submitted by the end of day on Friday, October 23, 2015. Any formal responses will be distributed to all RFP holders via email by noon on Monday, October 26, 2015.

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CONTRACT AGREEMENT  
CONSULTANT SERVICES  
ADKINS CONSULTING ENGINEERING LLP  
ALTAMONT DRIVE UTILITIES RELOCATION PROJECT PHASE V

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF KLAMATH FALLS, a municipal corporation, herein referred to as "CITY," and ADKINS CONSULTING ENGINEERING, LLP herein referred to as "CONSULTANT."

In consideration of the mutual promises set forth herein, CITY and CONSULTANT agree as follows:

1. Description of Work: CONSULTANT agrees to perform the services set forth in attached Exhibit A attached here to and incorporated herein by this reference. Time is of the essence in completing this Contract and CONSULTANT agrees to complete the services set forth in Exhibit A within the time frame(s) provided in the Exhibit A.
2. Payment: CITY agrees to pay CONSULTANT a sum not to exceed \$30,000 at the rates set forth in Exhibit A on a time and materials basis. Payment is to be made within thirty (30) days of receipt of CONSULTANT's billings. CONSULTANT shall itemize billings listing those services provided on behalf of South Suburban Sanitary District separately from those services provided on behalf of City.
3. Relationship of the Parties: The parties intend that an independent consultant relationship will be created by this Contract. CITY is interested only in the results to be achieved, and the conduct and control of the work will lie solely with CONSULTANT. CONSULTANT is not to be considered an agent or employee of CITY for any purpose, and the employees of CONSULTANT are not entitled to any of the benefits that CITY provides for CITY's employees. It is understood that CITY does not agree to use CONSULTANT exclusively. It is further understood that CONSULTANT is free to contract for similar services to be performed for other persons while they are under contract with CITY.
4. Liability and Insurance: The work to be performed under this Contract will be performed entirely at CONSULTANT's risk. CONSULTANT shall acquire, and maintain at its own expense for the duration of this Contract, Professional Liability Insurance issued by a responsible insurance company licensed to do business in the State of Oregon. The insurance shall afford limits of liability of \$1,000,000 to protect CITY against claims for damages occurring by reason of negligent acts, errors or omissions of CONSULTANT in conjunction with performance under this Agreement. The Professional Liability Insurance coverage shall be in an amount at least equal to the greater of either the amount required by Oregon Revised Statute 30.270 or such other insurance coverage amounts as may be required by the bid specifications of this Contract. CONSULTANT shall not commence work under the Contract until it has furnished CITY with a copy of said Professional Liability Insurance and required coverage as stated below:

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Altamont Drive Utilities Relocation Project Phase V  
Project #274615

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4.1 Workers' compensation coverage as required by law and to include employer's liability with limits of not less than \$500,000 per occurrence; or, alternatively, CONSULTANT shall provide documentation establishing that CONSULTANT is exempt from workers' compensation coverage pursuant to ORS Chapter 656.

4.2 If CONSULTANT uses automobiles to complete the contract, automobile liability insurance as a result of death or bodily injury to any persons, or destruction of or damage to any property arising out of the ownership, maintenance or use of any owned, non-owned or hired motor vehicle with limits of not less than \$500,000 per occurrence. All coverage shall be on an occurrence basis.

4.3 CONSULTANT shall maintain an excess/umbrella liability policy of not less than \$2,000,000 each occurrence and aggregate that will provide excess limits of liability over the commercial general liability, automobile liability, and employer's liability.

4.4 The following inclusions to CONSULTANT'S certificate of insurance shall be made:

4.4.1 Waiver of transfer of rights of recovery against others to City of Klamath Falls;

4.4.2 The insurance is primary to and non-contributory with any insurance maintained by City of Klamath Falls;

4.4.3 All required coverage shall be written with companies that have at least an AmBest rating of A-; and

4.4.4 The insurance shall provide a 30 day notice of cancellation or material change; and the insurance certificate shall include endorsements for additional insured, naming "City of Klamath Falls, its elected officials, employees, agents, and volunteers" as an additional insured. The additional insured endorsement shall be attached to the certificate of insurance. The additional insured shall contain a severability of interest provision in favor of City of Klamath Falls and a waiver of subrogation in favor of City of Klamath Falls.

5. Compliance with Rules and Regulations: CONSULTANT shall comply with all rules and regulations as contained in all applicable Federal, State and local laws, rules and regulations and shall require any and all subcontractors to comply with all applicable provisions of the same and of this Contract, including the following Oregon Statutory provisions:

5.1 CONSULTANT shall make payment promptly, as due, to all persons supplying to CONSULTANT labor or material for the performance of the work to be performed under this Contract. CONSULTANT shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished. [ORS 279B.220(1)&(3)]

5.2 CONSULTANT shall pay all contributions or amounts due the Industrial Accident Fund from CONSULTANT, or any subcontractor, incurred in the performance of this Contract. [ORS 279B.220(2)]

5.3 CONSULTANT shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279B.220(4)]

5.4 CONSULTANT shall comply with the overtime and maximum hours of labor provisions of ORS 279B.020 and 279B.235.

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Adkins Consulting Engineering, LLP  
Altamont Drive Utilities Relocation Project Phase V  
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5.5 CONSULTANT, and all other employers working under this Contract, will comply with the workers' compensation provisions of ORS 656.017 (unless CONSULTANT or other employers are exempt under ORS 656.126.) [ORS 279B.230(2)]

5.6 If the CONSULTANT fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONSULTANT or a subcontractor by any person, or the assignee of the person in connection with this Contract as the claim becomes due, CITY may, at its option, pay such claim and charge the amount of payment against funds due or to become due CONSULTANT by reason of this Contract. [ORS 279C.515(1)]

5.7 CONSULTANT shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to employees of CONSULTANT, of all sums that the CONSULTANT agrees to pay for the services and all moneys and sums that the CONSULTANT collected or deducted from the wages of the CONSULTANT'S employees under any law, contract or agreement for the purpose of providing or paying for the services. [ORS 279B.230(1)]

5.8 CONSULTANT warrants that it has complied with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. CONSULTANT agrees it will continue to comply with the tax laws of this state or a political subdivision of this state during the term of the public contract. CONSULTANT'S failure to comply with the tax laws of this state or a political subdivision of this state is a default for which CITY may terminate the contract and seek damages and other relief available under the terms of the contract or under applicable law.

6. Responsibility of CONSULTANT: CONSULTANT shall provide the services set forth herein in an efficient, expeditious, and professional manner in accordance with all applicable laws governing such work, and shall work closely with and be guided by CITY. CONSULTANT shall be responsible for the professional quality, technical adequacy and accuracy, and timely completion of services performed by CONSULTANT as set forth in Exhibit A. It is the intent of CITY that said services be completed to achieve the best possible results in accordance with generally accepted professional standards applicable to the types of services and work provided hereunder at the most economical cost. CONSULTANT shall be and remain liable, in accordance with applicable law, for all damage to and costs incurred by the CITY to the extent caused by, arising from or connected with the CONSULTANT'S negligent errors, omissions or performance of any of the services furnished under this Agreement.

7. Equal Employment Opportunity/Affirmative Action/Minority Business Enterprises:

7.1 Throughout the term of this Contract, CONSULTANT shall fully comply with the equal employment opportunity requirements of federal, state and local law and shall maintain a policy that all employment decisions, practices and procedures are based on merit and ability without discrimination on the basis of an individual's race, color, religion, age, sex, national origin, or physical or mental disability. CONSULTANT'S

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Adkins Consulting Engineering, LLP  
Altamont Drive Utilities Relocation Project Phase V  
Project #274615

policy shall apply to all employment actions including advertising, recruiting, hiring, promotion, transfer, disciplinary action, lay-off and termination.

7.2 CONSULTANT shall carry out its equal employment opportunity policy by making a determined and good-faith effort at affirmative action to employ, and advance in employment, women, minorities, the physically and mentally disabled and other disadvantaged groups.

7.3 CONSULTANT shall make a determined and good faith effort to utilize minority and female business enterprises in its contracted expenditures, including without limitation contracts for the acquisition of goods, services, materials, supplies and equipment used in the performance of this Contract.

7.4 CONSULTANT may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055. By executing this Contract, CONSULTANT certifies that CONSULTANT has not discriminated and will not discriminate, in violation of this subsection, against any minority, women or emerging small business enterprise in obtaining any required subcontract. If the CONSULTANT violates this certification, the CITY may regard the violation as a breach of contract that permits: (a) termination of the contract; or (b) the CITY to exercise any remedies for breach of contract that are reserved or allowed in this Contract. [ORS 279A.110]

8. Indemnification: CONSULTANT shall indemnify, hold harmless and defend CITY, its officers and employees, against all liability or loss, and against all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature based upon, caused by or arising out of the negligent acts, errors or omissions of CONSULTANT, or violation of any statute, ordinance or regulation. CONSULTANT shall also indemnify CITY against all liability and loss in connection with, and shall assume full responsibility for, payment of all Federal, State and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to CONSULTANT's employees, including any subcontractors, engaged in performance of the contract.

9. Assignment: The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without written authorization of the other.

10. Notices: All written notices given to the CITY by CONSULTANT shall be addressed to and filed with the City Manager at City of Klamath Falls, P.O. Box 237, Klamath Falls, Oregon 97601, or by facsimile at 541-883-5399. All written notices from the CITY to CONSULTANT shall be addressed to Adkins Consulting Engineering, LLP 2950 Shasta Way, Klamath Falls, OR 97603, unless notice of change of address is received by the CITY.

11. Legal Actions:

11.1 This Agreement shall be enforceable in Klamath County, Oregon, and if legal action is necessary by either party with respect to the enforcement of any or all of the

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Altamont Drive Utilities Relocation Project Phase V  
Project #274615

terms or conditions herein, exclusive venue for the enforcement of same shall lie in the Klamath County, Circuit Court.

11.2 If suit or action is taken to enforce any of the provisions of this Agreement, the party prevailing therein shall be entitled to recover from the other such sum as the Court may adjudge reasonable as attorney fees therein, including any appeal thereof, in addition to all other sums provided by law.

12. Termination: This Contract may be terminated at any time by mutual written consent of the parties. Upon receiving a notice of termination of this Contract, CONSULTANT shall immediately cease all activities under this Contract, unless CITY expressly directs otherwise in such notice of termination.

12.1 Upon termination of this Contract, CONSULTANT shall deliver to CITY all documents, information, works in progress and other property that are or would be deliverables had the contract been completed. CITY shall have full ownership, including, but not limited to, intellectual property rights, and control of all such finished and unfinished reports, data, studies, photographs, charts or other work product.

12.2 Expiration or termination of this Contract shall not extinguish or prejudice CITY'S right to enforce this Contract with respect to any breach of a CONSULTANT warranty or any default or defect in CONSULTANT performance that has not been cured.

12.3 In the event that CITY terminates the Contract, CITY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT pursuant to this Contract; provided, however, that CITY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Contract. CONSULTANT shall, not later than ten (10) calendar days after termination of this Contract by CITY, furnish to CITY such financial information as in the judgment of the CITY'S representative is necessary to determine the reasonable value of the services rendered by CONSULTANT.

12.4 CITY may terminate this Contract, in whole or in part, if any of the following occur:

12.1.1 If CONSULTANT fails to perform its duties to the satisfaction of CITY, or if consultant fails to fulfill in a timely and professional manner its obligations under this Contract, then CITY shall have the right to terminate this Contract effective immediately upon CITY giving written notice thereof to CONSULTANT.

12.1.2 CITY fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for CONSULTANT'S work;

12.1.3 Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Contract is prohibited or CITY is prohibited from paying for such work from the planned funding source;

12.1.4 CONSULTANT no longer holds any license or certificate that is required to perform the work, or any license or certificate required by statute, rule, regulation or other law to be held by the CONSULTANT to provide the services required by this Contract is for any reason denied, revoked, suspended, not

renewed or changed in such a way that CONSULTANT no longer meets requirements for such license or certificate; or  
12.1.5 CONSULTANT commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger CONSULTANT'S performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within ten business days after delivery of CITY's notice, or such longer period of cure as CITY may specify in such notice.

IN WITNESS WHEREOF, the parties have executed this Agreement at Klamath Falls, Oregon, the day and year first above written.

CITY OF KLAMATH FALLS

CONSULTANT

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Consultant/CEO

Attest: \_\_\_\_\_  
City Recorder

Attest: \_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Consultant Services Contract Agreement - Page 6  
Adkins Consulting Engineering, LLP  
Altamont Drive Utilities Relocation Project Phase V  
Project #274615

**(1) PROJECT UNDERSTANDING AND APPROACH****Project Understanding**

Klamath County is conducting a phased project to improve Altamont Drive between South 6<sup>th</sup> Street and the Southside Bypass. The City of Klamath Falls (City), partnering with South Suburban Sanitary District (SSSD), is seeking the assistance of a consulting engineer to conduct design services for a single bid package for Phase V of Klamath County's Altamont Drive project. This Phase of the Altamont Drive Improvements Project is from Laverne Avenue to the Irrigation canal located south of Barry Avenue. The County is lowering the elevation of the road, improving storm drainage, and widening the roadway to three lanes as well as adding curb, gutter, and sidewalk. Some of the existing utilities in Altamont Drive must be lowered to facilitate construction of these improvements. The City is responsible for lowering the existing water main and services. The City is the lead agency, although SSSD will be engaged in the design and construction phases also.

**Approach**

Adkins' approach is to use our knowledge of the project area, City and SSSD standards, City and SSSD staff, and our team's project management and engineering skills to ensure a streamlined project. A project kick-off meeting will be held to finalize the project scope of work and schedule for the project; review information and identify data needs; discuss and agree upon a project schedule; review project deliverables; and schedule design meetings.

Our approach to completing the Altamont Drive utility/relocation project is summarized in the tasks as follows:

**Task 1. Survey Topography and Base Map Preparation** – Adkins' local staff will perform a topographic survey to provide the spatial information necessary for competent design and construction. The survey will include data within the limits of the right-of-way, using a similar approach to other projects. A base map for this project will also be completed. All survey work will be completed in-house without the need for a subconsultant, reducing the risk of delaying map preparation.

**Task 2. Traffic Control Plan** – A traffic control plan will be prepared by Adkins according to industry standards and will include details such as road/lane closure requirements, signage, detour routes, work hours, local access, and parking. Adkins has completed many Traffic Control Plans on previous roadway and utility projects. Our staff will design a plan for this project that will provide safety and protection for the construction crews while minimizing impacts to pedestrians and vehicles.

**Task 3. Draft Plans and Technical Specifications** – Adkins will prepare draft plans and cost estimates at the 50% level and plans, cost estimates, and technical specifications at the 90% level for the new 12-inch ductile iron water main, fire hydrants, and domestic water services as well as sewer laterals, sanitary sewer cleanouts, and a sanitary sewer manhole. We will work closely with the City throughout the design process, which will ensure that the team can make critical decisions for the project as design progresses.

**Task 4. Review Meetings** – Adkins' Project Manager and Design Engineer will attend meetings with the City to ensure progress, discussion, and that critical discussions are made throughout the design to avoid making major decisions toward the end of the project. We are committed to proactive Project Management and have proven that on current and past efforts. We are currently several weeks ahead of schedule on two other City projects we are working on now.

1



**Task 5. Final Plans, Cost Estimates, and Technical Specifications**—Adkins will finalize the design plans, cost estimates, and technical specifications, which will be submitted for use in the City's formal bidding process. Regular contact achieved through bi-weekly design meetings will make plan finalization an efficient and streamlined process. Based on the final documents, Adkins will update the cost estimate from 90% to 100% to provide the City with a final cost estimate for construction.

**Task 6. Bid Phase Support**—Adkins will attend the City's pre-bid meeting, assist with the agenda, respond as necessary to RFIs, and work with the City to address any technical questions during the bid and award phase.

**Task 7. Construction Phase Support**—Adkins will attend meetings as requested to support the City during the construction phase, including pre-construction, tie-in, bypass pumping, and construction meetings. We will respond to contractor RFIs and any other issues such as change order justification. In addition to the requested limited construction services, Adkins offers a full suite of construction management and observation services. We also have the ability to perform staking and materials testing if requested by the City.

**Task 8. Record Drawings**—Adkins' staff will finalize and deliver record documents upon completion of the project in all formats required by the City, including AutoCAD, Civil 3D, PDF, and Mylar formats based on the City inspector and contractor red-lined documents.

#### Critical Success Factors

Adkins evaluated City water and sewer maps, SSSD sewer maps, and performed a site visit in addition to interviewing the contractor for the Altamont Drive Utility Relocation Phase IV project to more thoroughly understand the Phase V project site and all potential challenges. We believe that the following observations and issues must be adequately addressed in the design and specifications to have a successful outcome for the project:

#### Location of existing utilities:

- The existing City water main is constructed on the east side of Altamont Drive, outside of the paved area.
- The existing City 16-inch pressure sewer line is constructed in the center of the southbound lane of Altamont Drive from the south end of the proposed project limits north to Bristol Ave.
- The existing SSSD 24-inch reinforced concrete gravity sewer main is constructed in the pavement on the west edge of Altamont Drive.
- The existing gas line is constructed along the west side of Altamont Drive, outside the paved area.
- Telephone, cable, and power lines are located overhead.

#### Pertinent issues and recommendations for location and construction of proposed water line:

- The proposed 12-inch ductile iron water main should be constructed in the center of the existing northbound lane of Altamont Drive. This will continue the previous alignment from past phases of this project.
- Side street water mains will need to be connected to the Altamont Drive water main at Bristol Ave (west and east) and Barry Ave (west). The exact location of the side street, mains, and connections will be determined after utility locates are obtained during the survey phase.



- The water main from Phase IV was approximately eight-feet deep from the existing road surface to bottom of trench. Groundwater was encountered approximately five-feet below ground surface.
- Groundwater was a significant issue during Phase IV, and the contractor discovered that the area is lacking infrastructure for discharging pumped groundwater. During Phase V, the groundwater will most likely need to be pumped into the adjacent stormwater system constructed as part of the Altamont Drive Phase IV project and roadside ditches.
- New water services will need to be constructed at an adequate depth to provide minimum groundcover under the existing stormwater drainage ditches that will remain in place until road improvements are constructed and to provide adequate clearance with the proposed County stormwater system as part of the future road improvements project.
- Trench backfill will need to be aggregate with a four-inch asphalt trench patch. Slurry backfill will not be required since road improvements by the County will occur during the next construction season.

**Sanitary sewer lateral replacement to accommodate the proposed road improvements:**

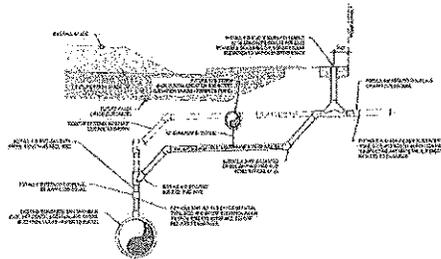
- Sanitary sewer laterals will most likely need to be constructed first, prior to the water line being constructed, as they are grade dependent. Our design would provide the contractor with key grades to construct the sewer lateral in the correct vertical location to avoid conflicts with other utilities.
- Short side sewer lateral replacements (on the west side of Altamont Drive) will most likely take a resident out of service for a day and close half of the road.
- Long side sewer lateral replacements (on the east side of Altamont Drive) will most likely take a resident out of service for two-days and require that the entire road is closed.
- New gravity sewer laterals will need to be constructed at an adequate depth to provide minimum groundcover under the existing ditches that will remain in place until the road improvements are constructed and to provide adequate clearance with the proposed County stormwater system as part of the road improvements project.
- Groundwater pumping into adjacent storm system constructed as part of the Altamont Drive Phase IV project and roadside ditches will need to be addressed to construct sewer laterals, as the previous project phases have indicated that groundwater will be encountered at a relatively shallow depth.
- According to SSSD, most of the laterals connect into the 24-inch reinforced concrete gravity sewer main at the top due to the depth, which is between 15 and 16 feet. The revised sewer laterals (at a lower depth) will be connected vertically to the existing lateral to reduce the amount of excavation depth (reducing groundwater and shoring requirements). Any new connections to the gravity main will require core drilling into the concrete pipe. See *Figure 1* below for additional information.
- SSSD will provide depths of their existing sewer laterals from ground surface using their lateral camera to allow the design engineer to determine replacement grades of the laterals.
- Trench backfill will be aggregate with a 4-inch thick asphalt trench patch. Slurry backfill will not be required since road improvements by the County's contractor will occur during the next construction season.

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Figure 1 – Sewer Connection Detail from Laverne Avenue Utility Relocation Project



**Added Sewer Manhole south of Barry Avenue at station 28+57 (SSSD Sewer Mains & Laterals Plan):**

- A new manhole is desired by SSSD to resolve an issue where multiple service laterals combine at a wye immediately above the existing 24-inch gravity sewer main and then drop vertically as a single pipe into the top of the sewer main. The six-inch lateral from the west serves six residences and the six-inch lateral from the east side of the street serves a trailer park. The two laterals will connect separately into the new manhole.
- Construction of the new manhole will be challenging because the existing 24-inch gravity sewer main is approximately 16-feet deep. Groundwater will be encountered and will require by-pass pumping during excavation and construction operations. Groundwater will likely be pumped into the nearby irrigation canal south of the project as existing roadside drainage ditches are not adequate to accommodate increased water flow and there are no ditches in some sections.
- The use of a cast-in-place manhole base will be needed to avoid lengthy by-pass pumping of the wastewater from the existing 24-inch gravity sewer main. The existing top of pipe can then be broken out to create access to the pipe.
- A drop manhole (external) will be necessary for the two laterals, similar to SSSD's Standard Detail SD-2.
- Excavation for constructing a manhole to the existing sewer depth will require that positive shoring is installed as the hole is excavated since the existing sidewalls will likely not be able to stand on their own due to groundwater and will slough in causing a hazardous situation and possible damage to the existing road prism.
- A multiple-day road closure will be required with 24-hour flagging for construction of the new sewer manhole and backfill.

**Traffic Control recommendations**

- Traffic control routes will need to be agreed upon with the County Public Works and City during design and included in the bid documents. This task should not be left up to the Contractor due to its complex nature, which could result in change orders during construction. The proposed traffic control routes should utilize Barry Avenue, Arthur Street, Austin Street, Bristol Avenue,

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and Laverne Avenue to the west of the project, and Bisbee Street, Bristol Street, and Laverne Avenue on the east side of the project.

- The County required one lane of Altamont Drive to remain open at all times throughout the project during the Altamont Drive Utility Relocation Project Phase IV, except for when a short term total road closure was necessary to facilitate certain construction activities.
- Based on recent meetings with the City, we understand that it is key to minimize traffic control costs. Therefore, we recommend that traffic control is contracted as flagging hours for the contractor rather than separating Traffic Control as a lump sum contract. This approach was used on the Laverne Avenue Utilities Improvement Project (a joint City/SSSD project) and it worked well!

## (2) PROJECT TEAM, EXPERIENCE, AND QUALITY OF SERVICE

To demonstrate Adkins' staff capabilities, we have compiled an experienced and qualified team with experience working on similar water main projects, including the design services related to domestic water services, fire hydrants, sanitary service laterals and cleanouts, and manholes. We have sufficient capacity and depth to deliver this project before the City's deadline. We believe we can complete the project design by March and exceed the City's expectations.

*Our local team offers: outstanding communication and responsiveness; innovative solutions that increase efficiency and value; familiarity with project area and working with the City; all work will be completed without the need for subconsultants (saving time and costs); and the ability to maximize cost savings through proven design services on current and past projects.*

Survey topography and base map preparation will be carried out by our experienced in-house surveying department who has extensive experience working in Klamath Falls and more specifically, with water line projects. Our lead Professional Land Surveyor is Dan O'Connor who has overseen and prepared many topographic surveys for City utility projects in the past five years.

### Project Team and Availability

Our team will be lead by dedicated Project Manager, Jeremy Morris, who will be supported by a team of competent and experienced engineers, including key team members Jon Moritz and Dave Klooster, whose qualifications, experience, skills, and commitment to perform the work are summarized in the following paragraphs.

*Jeremy Morris, P.E. – Project Manager/ Engineer. Jeremy has worked on numerous projects with the City of Klamath Falls and will serve as the Project Manager for this project. He has 18 years of experience and construction experience where he has gained expertise in project design, project management, civil engineering, quality control, cost estimating, and construction administration. Jeremy will serve as the primary contact for the City and will be responsible for the schedule, budget, coordination with team members, and project deliverables. Jeremy will be available 25% of the time to perform project management for this project.*



**Jon Moritz, P.E. – Design Engineer.** Jon's versatile background includes numerous water transmission main designs, surveying, materials testing, and construction observation. In his 17-year career, he has worked on a wide range of related projects that will make him an ideal member of this design team. *Jon will be available 40% of the time to support the City on this project.*

**Dave Klooster, P.E. – Senior Design Engineer and Quality Control.** Dave has over 20-years of experience and he has been involved with a wide variety of engineering, surveying, and construction projects including all aspects of domestic water service and wastewater design. *Dave will be available 50% of the time to support the City on this project.*

Other design staff that will be assigned to this project are Sandy King and Brian Pisan. Both are very familiar with City staff and are working on several active City projects.

#### Experience

Adkins has worked on multiple similar water main projects, including numerous projects that included City and SSSD infrastructure including the design and construction engineering for combined City and SSSD utility projects in the past. Projects presented in this section demonstrate Adkins' quality performance and direct relevance to the Altamont Drive Utilities Relocation Project, Phase V.

*Figure 2 - Adkins' relevant project experience*

#### City of Klamath Falls – Etna Street Water Line Project – Phase I (2011)

Adkins provided surveying, engineering design, and construction management services for the Etna Street Water Line Project – Phase I, which consisted of 1,100 linear feet of eight-inch PVC water main within the County Right-of-Way, connecting to existing eight-inch water mains at Frieda Avenue and Shasta Way, reconnecting approximately 20 existing water services to the new water main, installing fire hydrants and valves, and the adjustment of three SSSD sanitary sewer laterals to accommodate the new water main.

Project Team Members: Jon Moritz and Dave Klooster

Reference: Andrew Lakey, P.E. *City of Klamath Falls*, (541) 883-5283

#### City of Klamath Falls – Adams Street Water Line Project – Phase I (2011)

Adkins performed survey and design engineering services for the Adams Street Water Line Project. This project included the installation of 800 linear feet of eight-inch PVC water main within the City Right-of-Way, connecting to existing four-inch water mains at Oak Avenue and Orchard Avenue, reconnecting approximately 14 existing water services to the new water main, and installing a fire hydrant and associated valves.

Project Team Members: Jon Moritz and Dave Klooster

Reference: Andrew Lakey, P.E. *City of Klamath Falls*, (541) 883-5283



**City of Klamath Falls – Austin Street and Bartlett Avenue Water Line Project (2010)**

Adkins completed surveying, engineering design, and construction management services for the City's Bartlett and Austin Street Water Line Project, consisting of installing 700 linear feet of eight-inch PVC water main within the County Right-of-Way, connecting to an existing water main, reconnecting approximately seven existing water services to the new water main and valves.

Project Team Members: Jon Moritz and Dave Klooster

Reference: Andrew Lakey, P.E. City of Klamath Falls, (541) 853-5283

**City of Klamath Falls – Stinson Way Water Line Project (2011)**

Adkins provided surveying, civil engineering, and construction management services for the Stinson Way Water Line Project consisting of installing 700 linear feet of 12-inch ductile iron water main within the City Right-of-Way, connecting to existing eight-inch and 12-inch water mains, and 110 linear foot road bore.

Project Team Members: Jon Moritz and Dave Klooster

Reference: Andrew Lakey, P.E. City of Klamath Falls, (541) 853-5283

**Oregon Air National Guard, Kingsley Field – Water Line Improvement Project (2014)**

Adkins provided surveying services and engineering design for the Kingsley Field Water Line Improvement Project, which included the installation of 800 linear feet of eight-inch PVC, 600 linear feet of eight-inch ductile iron, and 3,200 linear of 12-inch PVC water main connecting to existing six-inch, eight-inch, 12-inch and 16-inch water mains at Kingsley Field. Additional tasks included reconnecting approximately 30 existing water services and fire hydrants to the new water main and installing new fire hydrants and valves. Flow modeling analyses were performed to size the new water lines to accommodate required fire flows, pressure, and volume.

Project Team Members: Jeremy Morris and Jon Moritz

Reference: Dave Mauch, Base Civil Engineering, 541-885-6303

**Quality of Service**

As the largest full-service civil engineering firm located in Klamath Falls, Adkins is uniquely positioned to design and expedite this water main project. Our current projects with the City ensure that we can streamline our efforts, reducing City staff time and minimizing cost. Adkins has over 20 staff with capacity to support this project's success. We are dedicated to completing this project rapidly and using our proactive project management to deliver a high quality project. Our proven project delivery process ensures success by effectively managing critical project components, including: effective communication, project coordination, cost controls, schedule, and quality control.

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**(3) PROJECT MANAGEMENT AND SCHEDULE**

**Project Management**

Adkins' engineering team employs proven project management practices. Our dedicated project manager, Jeremy Morris, brings relevant experience and technical expertise for this project. Jeremy will lead our team to have the project completed as effectively and efficiently as possible.

Budget control, schedule adherence, and coordination will be the primary focus of our project management practices. Jeremy will serve as the primary point of contact. His experience with the City and countless other municipal public works translates into fast, efficient, and responsive service. Jeremy serves as the City Engineer for many local rural communities in the Klamath Basin.

**Schedule**

We are committed to meet project milestones for design and construction. We have recently completed milestones ahead of established deadlines for current City projects and will do the same for this project.

*Table 1. Adkins' proposed project schedule for the Altamont Drive Utilities Relocation Project, Phase V*

Task	Date
Consultant selection and contract	November 16, 2015
Kick-off Meeting	December 1, 2015
Complete topographic survey and prepare project base maps	By December 15, 2015
Submit 60% design plans, cost estimates, and traffic plan to the City for review and feedback.	January 15, 2016
Submit 90% design plans, technical specifications, cost estimates, and traffic plan to the City for review and feedback.	February 15, 2016
Submit final design plans, technical specifications, and traffic plan to the City for review and feedback.	March 15, 2016
Bid advertisement and bid-phase support during construction (if the City decides to bid the project prior to the end of the fiscal year)**	April, 2016
Contractor award and project construction	May to Mid-July 2016
Project close out, record drawings, etc.	August 2016

\*All submitted timelines are based on a two-week review time by City Staff.

\*\*Contractors typically provide better bid prices in the winter/spring for the following years work. Also, bidding the project in April will allow the City to put final budget costs into the next fiscal years' budget.

**Summary**

Our staff and team are available to begin work on the project immediately. Our track record for past projects with the City proves that we have the ability to deliver this project on time and budget. Working on multiple City projects allows Adkins to streamline the submittal and review process, resulting in an efficient schedule and a reduction of our overall design and engineering fees. We respectfully request the City select our firm to provide engineering and surveying services for this project.



**ADKINS PROPOSED CONSULTANT FEE**

Our surveying and engineering fees will be a maximum of \$30,000 including all design and construction tasks outlined in our proposal. We would complete this project with a time and materials, not to exceed contract.

**Design Phase:**

Survey Topography and Base Map = \$4,800  
 Design Engineering = \$20,200

**Bidding and Construction Phase:**

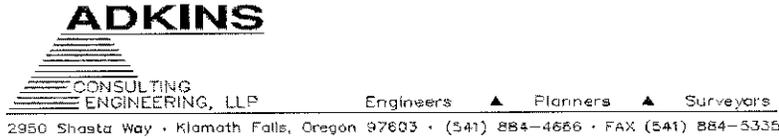
Bid assistance, shop drawing review, record drawings, and attend meetings = \$5,000

**Adkins Proposed Fee and Level of Effort Summary**

Task	Level of Effort (hr)	SSSD Budget	City Budget
1) Kick-off Meeting	3	\$150	\$150
2) Survey topography and base map	30	\$2,400	\$2,400
3) Preliminary Profile Layout/Design Meeting with City/County/SSSD	3	\$150	\$150
4) 60% Design (Cost Est. & Drawings)	70	\$1,500 (Lats \$1,000; MH \$500)	\$5,500
5) 60% Design Review Meeting with City & SSSD	3	\$150	\$150
6) 90% Design (Specs, Cost Est., Drawings)	70	\$1,500 (Lats \$1,000; MH \$500)	\$5,500
7) 90% Design Review Meeting with City & SSSD	3	\$150	\$150
8) Final Design (Specs, Cost Est., Drawings)	50	\$1,500 (Lats \$1,000; MH \$500)	\$3,500
9) Bid-Phase Support	20	\$500	\$1,500
10) Construction Phase Support	20	\$500	\$1,500
11) As-built drawings	10	\$200	\$800
<b>SUBTOTAL</b>		<b>\$8,700</b>	<b>\$21,300</b>
<b>TOTAL</b>			<b>\$30,000</b>

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 Adkins Consulting Engineering, LLP  
 Altamont Drive Utilities Relocation Project Phase V  
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**2015 Standard Fee Schedule**

Engineer I	\$115.00/hour
Engineer II	\$95.00/hour
Engineer III	\$90.00/hour
Engineer Technician I	\$85.00/hour
Engineer Technician II	\$80.00/hour
Engineer Technician III	\$75.00/hour
Engineer Technician IV	\$55.00/hour
Assistant Engineer	\$85.00/hour
Project Manager	\$118.00/hour
Senior Engineer I	\$130.00/hour
Senior Engineer II	\$140.00/hour
Senior Engineer III	\$130.00/hour
Senior Engineer IV	\$125.00/hour
Project Representative	\$82.00/hour
Auto CAD Tech IV	\$55.00/hour
Survey Tech w/Equipment	\$110.00/hour
2 <sup>nd</sup> Survey Crew Member	\$81.00/hour
Survey Tech I	\$85.00/hour
Survey Tech IV	\$55.00/hour
Survey Project Manager	\$95.00/hour
Party Chief	\$82.00/hour
Tech with Quad Copier	\$100.00/hour
Administrative Assistant	\$53.00/hour
Sever Camera Rental Fee	\$40.00/hour

**Overtime:** Will be billed at 1.5 times the stated hourly rate.  
**Testing Overtime:** will be charged if client requires work outside the hours of 7am to 4pm.  
**Monday - Friday** or for hours in excess of 8 hours per day. Work on our observed Holiday's will be billed at 2-times normal unit price. Scheduling is on a 30-hour notification. We will schedule a technician on shorter notice if one is available.  
**Service Charge:** may be billed at 2% per month after 30 days of invoice date. Annual percentage rate is 24%.  
**Other Cost:** Other direct project related costs will be billed at invoice costs which may include but not be limited to:

- Mileage:** \$0.57½ per mile
- Reproductions:** Photocopies \$0.10 per copy.  
Blue Print Copies \$2.00/each
- Onsite Services:** Cost + 10%
- Postage & Shipping:** Actual Cost

This rate schedule may be adjusted by the ENGINEER periodically to reflect changes in the ENGINEER'S material and labor costs. Rates for prevailing wage projects will be quoted for each project. These are not prevailing wage rates.

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