

6:00 p.m.

WORK SESSION – Downtown Association Update

**AGENDA FOR COUNCIL MEETING
KLAMATH FALLS CITY COUNCIL
OCTOBER 3, 2016
7:00 P.M.**

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

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATION – DOMESTIC VIOLENCE AWARENESS MONTH

PUBLIC COMMENT

1. CONSENT AGENDA

- a. Approval of October 3, 2016 agenda and September 19, 2016 regular meeting minutes
- b. Authorization to Join the Houston Galveston Area Council (Hgac) Buying Consortium

LAND USE PUBLIC HEARING - QUASI JUDICIAL

LAND USE PUBLIC HEARING – LEGISLATIVE

GENERAL PUBLIC HEARING

LEGISLATIVE ACTION

- 2. A RESOLUTION APPROVING A TRANSFER OF APPROPRIATIONS FOR FISCAL YEAR 2015/2016 WITHIN THE ECONOMIC DEVELOPMENT/PROPERTY FUND**
 - a. Report of Support Services Director
 - b. Move to introduce the Resolution by title
 - c. Move to approve the Resolution

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
- (i) - Public Investments

*****AMERICANS WITH DISABILITIES ACT NOTICE*****

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



CITY OF KLAMATH FALLS, OREGON
500 KLAMATH AVENUE - P.O. BOX 237
KLAMATH FALLS, OREGON 97601



PROCLAMATION

WHEREAS, Home should be a safe and trustworthy place, but for too many Oregonians it is instead fraught with terror due to domestic violence;

WHEREAS, Domestic violence is not limited to physical or verbal abuse but includes intimate terrorism (such as isolation, covert control, reproductive coercion, economic and sexual exploitation) and online abuse (such as stalking, humiliation, doxing, rape and death threats) and these forms of violence are often unrecognized by our laws and norms;

WHEREAS, Domestic violence affects not only the person being abused but also children, neighbors, friends, family, coworkers, faith community, and others; seeing or hearing abuse can be particularly terrifying for children and people with trauma histories; and children witnessing violence is recognized as a form of abuse in itself;

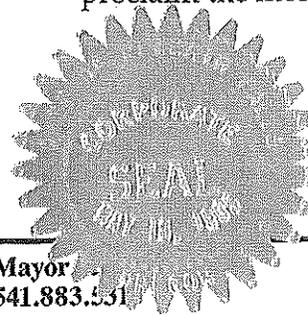
WHEREAS, The triad of forced financial dependence, reproductive abuse, and familial isolation creates monumental barriers to leaving an abusive relationship, and dangerous situations are further exacerbated by worsening economic realities, especially the lack of truly affordable housing; and

WHEREAS, It is survivors of violence, and the advocates who partner with them daily on creative support measures, to whom we look for guidance on raising awareness of domestic violence, and ultimately working to build community norms of healthy relationships.

NOW THEREFORE, I, Todd Kellstrom, Mayor of the City of Klamath Falls, do hereby proclaim the month of October 2016 as:

"DOMESTIC VIOLENCE AWARENESS MONTH"


TODD KELLSTROM, Mayor


Mayor
541.883.5311

City Attorney
541.883.5323

City Manager
541.883.5316

TTY 541.883.5324 (Hearing Impaired); Fax 541.883.5399

MINUTES
KLAMATH FALLS CITY COUNCIL
September 19, 2016

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 Matt Dodson
Councilman Bud Hart
Councilman Bill Adams
Councilwoman Trish Seiler

City staff members present: Nathan Cherpeski, City Manager
Joanna Lyons-Antley, City Attorney
Mark Willrett, Public Works Director
Susan Kirby, Support Services
Director
Geoff LeGault, Senior Accountant
John Barsalou, Airport Director
Joe Wall, Management Assistant to the
City Manager
Rod Denson, Water Supervisor
Randy Travis, Water Manager
Robbie West, Utility Billing
Service Supervisor
Jadea Bacchetti, Utility Billing Manager
Ryan Brosterhous, Captain KFPD
Andy Shadley, Technology Services
System Administrator
Nickole Barrington, City Recorder

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

PROCLAMATION PRESENTATIONS – *Week of the College Student.*

Mayor Kellstrom read and presented a Proclamation to both the KCC and OIT Student Representatives. The Proclamations were received by the Student Body Presidents, and each spoke and acknowledged their appreciation to the City Council for acknowledging their schools and the student bodies.

SERVICE AWARDS PRESENTATION. Mayor Kellstrom presented service awards to Rod Denson for 30 years of service to the Public Works Water Division; Andy Shadley for 10 years of service in the Technology Services Division; and Robbie West for 10 years of service in the Support Services Utility Billing Division. Mayor Kellstrom acknowledged Dale Kessler for 30 years of service; Bruce Sorlien for 15 years of service; and Sam Pagan for 10 years of service, but they were not present to accept the awards.

PUBLIC COMMENT

Public comment was opened by the Mayor, and after hearing and seeing no one who wished to speak he closed it.

1. CONSENT AGENDA. Councilman Adams asked that Item 1c. be pulled from the Consent Agenda for further discussion. Mr. Cherpeski also noted that there was an updated Page 1 for Consent Item 1b. related to the Airport Lease with GSA and TSA, and the only data that changed was the Lease date; it was moved to start on September 20, 2016 and commence on September 19, 2026.

Councilman Hart Moved to Approve Items 1a. and 1b, and 1b with the updated Lease Page 1, on the Consent Agenda as follows: Approval of September 19, 2016 agenda and September 6, 2016 regular meeting minutes; and Authorization for the Airport to Execute a Lease with General Services Administration (GSA) for Passenger Screening by Transportation Security Administration (TSA). Councilman Adams seconded. The motion carried unanimously with all Council members present voting aye.

CONSENT AGENDA ITEM 1c. PULLED FOR DISCUSSION: Authorize Supervision of City Attorney and Municipal Judge.

Mr. Cherpeski reviewed his report, referred to the policy information, and also explained how the Charter dictated specific items. He further stated this item had been discussed previously by Council, and this current consideration was brought forth from the yearly evaluation process that Council conducted in relation to the City Manager, City Attorney, and Municipal Court Judge. Mr. Cherpeski further

reviewed the 2 different draft policies being presented, which were attached to the agenda report for City Council to review, and possibly adopt. One of the current processes was that the City Manager sets the expectations and salaries for all City staff, except for the City Attorney and Municipal Judge. Of the 2 draft policies, one was just for inclusion of the City Attorney and the other would include both the City Attorney and the Municipal Judge. Mr. Cherpeski told the Council per correspondence with the Municipal Judge, the Judge thought it would be better to stay supervised by the City Council, thereby keeping the separation of duties from the managerial processes being implemented by the City Manager. Mr. Cherpeski stated he spoke to Councilman Adams about how to supervise the Judge and what criteria might be used for the evaluation process. Mr. Cherpeski also shared a story he was aware of in relation to another City where the process went badly when a Judge was told that revenue needed to be increased. Mr. Cherpeski was very clear in expressing that the Judge should always be the neutral arbitrator, and never be put in that type of situation, as evaluations should be weighted more on whether they show up, if they are prepared, etc. Mr. Cherpeski's current recommendation was more for and in relation to the City Attorney's evaluation structure being changed.

Councilman Adams said he was fine with moving forward on something for the City Attorney, but his main question was about the setup, as in the past few years the Mayor had been involved in the evaluation process, and he felt the Mayor should not be involved. Councilman Adams further stated the City Council should be allowed to make those evaluation decisions, as the Charter clearly stated those decisions were for the City Council only. Councilman Adams also noted the Mayor should not have any authority over those positions. Councilman Adams said he wanted it re-written to point that fact out. Councilman Adams said the Mayor and City Attorney are *ex-officio* members at the Planning Commission meetings, and the City Attorney attends all those meeting, and he felt the Mayor should have to attend those meetings as well.

Councilman Hart stated the items Councilman Adams mentioned were not affected by the policies that were before the City Council that evening. Councilman Adams said that was fine, but he wanted the documents that needed to be re-written done so that it was clear in relation to those items. Councilman Adams then stated if they were not in the changes included in the draft policies being presented then he was fine with them the way they were written. Councilman Adams did reiterate he wanted it clear what responsibility and authority belonged to what elected position.

Councilman Tofell impressed that the Mayor was involved in City goal setting, and he understood Councilman Adam's request for some of the clarifications, but what was before Council that night was ok, as none of those clarifications were in the

draft policy. Councilman Tofell said he had no problem with the draft policy, nor saw a need to adjust it.

Councilman Hart Moved to Approve Option #1 for the Policy on Council Appointed Employee Supervision for the City Attorney, only. Councilman Dodson seconded. The motion carried unanimously with all Council members present voting aye.

LEGISLATIVE ACTION

2. AUTHORIZATION FOR AIRPORT TO SUBMIT CRITICAL OREGON AIRPORT RELIEF (COAR) GRANT APPLICATION TO THE OREGON DEPARTMENT OF AVIATION (ODA). Airport Director John Barsalou reviewed his written report and further explained the grant application process. Mr. Barsalou stated the Airport wanted to have multiple signs at the Airport refreshed, and he also explained the strict timelines associated with the grant. Mr. Barsalou wanted to create direction and clarity with the signs, and especially update the Crater Lake Regional Airport sign. Mr. Barsalou said the Airport wanted to administer new paint, brighter lettering, etc. and if the grant was received, it would help to pay for the signage enhancements. Mr. Barsalou expressed he was sorry that the information being presented to Council was not in a more formal format, but staff had been super busy with the air service component and all the necessary Airport maintenance items.

Councilwoman Seiler asked how competitive the grant was. Mr. Barsalou said it would be very competitive, and the \$150,000 was the maximum that could be received. Mr. Cherpeski further explained this was the first round of the grant selection process he believed, and it was derived as part of an aviation gas tax that was put into place by HB 2075 in 2015. Mr. Barsalou said the grant path would take about 6 or 7 months, and the whole idea behind this type of grant was to assist Airports like the City of Klamath Falls.

Councilwoman Seiler Moved to Authorize Airport Staff to Submit the Critical Oregon Airport Relief (COAR) Grant Application to the Oregon Department of Aviation (ODA), and to Accept the Grant, if offered. Councilman Adams seconded. The motion carried unanimously with all Council members present voting aye.

3. RESOLUTION TO AMEND RESOLUTION NO. 16-12 TO LIMIT THE CITY'S INVESTMENT IN THE OREGON LOCAL GOVERNMENT INTERMEDIATE FUND (OLGIF) AND TO DELEGATE AUTHORITY TO THE CITY MANAGER. Senior Accountant Geoff LeGault reviewed his written

report. Mr. LeGault expressed the OLGIF requested the City amend the Resolution, and this change was requested of other participating entities as well, and was not just specific to the City of Klamath Falls. Mr. LeGault stated the main reason for this Amended Resolution was to limit the amount that could be invested by the City, and also to give the City Manager future authority to approve investments without coming back continuously to Council. Mr. LeGault stated investment summary reports would be provided to the City Council.

Councilman Hart **moved to introduce the Resolution by title.** Councilman Tofell seconded. The motion carried with Councilman Tofell, Councilman Dodson, Councilman Hart, and Councilwoman Seiler voting aye. Councilman Adams voted no. City Manager Nathan Cherpeski read the Resolution by title.

Councilman Hart **moved to approve the Resolution.** Councilwoman Seiler seconded. **On Roll Call, Resolution No. 16-13 was approved** with Councilman Tofell, Councilman Dodson, Councilman Hart, and Councilwoman Seiler voting aye. Councilman Adams voted no.

4. RESOLUTION AUTHORIZING AN EXEMPTION FROM SOLICITATION FOR POOL RESURFACING CONTRACTS. Management Assistant to City Manager Joe Wall reviewed his written report and further explained the agenda item and the difficult process that had been involved. Mr. Wall explained the multiple projects that had been identified at the pool: the need for thermal blankets, deck enhancements, depth markers, non-slide concrete tiles, etc. Mr. Wall noted the Oregon Park and Recreation Grant that was received for \$116,000, and that those funds would be used to help complete this project if approved, as some of the funds had already been used for the pool blanket project.

Mr. Wall stated wanting to do the project and being able to had been difficult, as he started researching and reaching out in Klamath, but then had to reach out further to other areas like Medford, etc. Mr. Wall noted staff went out for bids with the original project, and with the current proposed process the City advertised in the Daily Journal of Commerce (DJC). Mr. Wall explained how he tried repeatedly to get contractor quotes, and they just would not come back to the City. He further noted staff was looking into how to receive contractor interest, as he would like to complete the work, but had been unable to find a contractor who would do the work for the City. Mr. Wall believed at this time the City needed to look at an alternative method for getting the project completed. Mr. Wall would like to get the work scheduled with a contractor this fall or winter, so the work could begin early in the construction season next year. Mr. Wall commented on how a lot of pool contractors seemed to work with private industries, not municipalities, so they are used to providing a quote and signing a contract. Mr. Wall then explained to Council the proposed exemption process.

Mrs. Lyons-Antley asked Council to further explain the process. She stated the City originally requested bids and when none were received, staff then realized it was going to be more complex project and it may be more about the project scheduling component that would create the major problem. Mrs. Lyons-Antley stated the exemption process would allow the City to complete this project, as needed to comply with the grant, if the City utilized the direct solicit method of selection. Mrs. Lyons-Antley said the Public Contracting Rules allow this type of method, and so does State Law. Mrs. Lyons-Antley said she felt it was the appropriate remedy for this project.

Councilman Dodson inquired if staff just put the project out for bid at the wrong time, and he wanted to know if staff received any type of contractor feedback. Mr. Wall said he believed it may have been a combination of issues, but it was hard to put a finger on the exact reason why, because nobody responded. Mr. Wall further noted that even the company that helped staff prepare the bid did not bid on the project.

Councilman Hart asked if Mark Wendt was notified as he believed they helped with the work when the pool was re-opened years ago. Mr. Wall said the last time it was resurfaced was about 25+ years ago and he was unsure who did the work then. Mr. Wall noted that with this project he contacted Bowers Fencing and Pool, but received no response from them either.

Mayor Kellstrom said he thought Wendt did the decking under and around the pool at some time in the past. Mayor Kellstrom also stated it would seem like in May the contractors were already booked out for the upcoming construction year. He inquired if Council said yes to the exemption process, would staff put out another RFQ. Mr. Wall noted with any bid that was received by the City it would be put in front of Council, but he had a few companies in mind for using the solicitation process.

Mr. Cherpeski stated he envisioned the process like a home owner project: get quotes from (2) and then pick the best price. He noted since we are not in pool territory and there is a proven lack of interest in our area we needed to just find a couple reputable companies to work with. Mr. Cherpeski said while we could re-bid it at a better time, possibly the question would be would the contractor then keep the timeslot open for the project, as that seemed to be one of the problems. Mr. Cherpeski noted the City could not adjust the weather time-frame, and we were definitely not in normal pool country.

Mayor Kellstorm then confirmed this was just an exemption request from using the normal bidding process. Mr. Wall said yes, he was just requesting authorization for the exemption and to use the direct appoint method.

Councilwoman Seiler asked if there was any danger of losing the money since it has been a while since we have had a project completed. Mr. Wall explained the grant period was for 2 years, and in doing his quarterly progress reports he was informed the City may be able to get an extension if requested by October 1.

Councilman Dodson stated if the City Attorney said it was ok to proceed with the process he found that acceptable. Councilman Dodson said since bids are not coming in on other larger projects, we should do what is needed to complete the project.

Mayor Kellstrom opened a Public Hearing for Agenda Item #4, and after hearing or seeing no one who wished to speak, he closed the public hearing.

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

Councilman Dodson moved to approve the Resolution by title. Councilman Hart seconded. **On Roll Call, Resolution No. 16-14 was approved** with Councilman Tofell, Councilman Dodson, Councilman Hart, Councilman Adams, and Councilwoman Seiler voting aye.

OTHER MATTERS

None.

ADJOURNMENT

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

Nickole Barrington
City Recorder

**KLAMATH FALLS CITY COUNCIL
AGENDA REPORT**



Agenda Item No. 1b

Date: October 3, 2016

Department: Administration
Staff Presenter: Nathan Cherpeski

Contact/Title: Nathan Cherpeski/City Manager
Telephone No.: 541-883-5316

City Manager Review: 

Email: ncherpeski@klamathfalls.city

TOPIC: Authorization to Join the Houston Galveston Area Council (HGAC) Buying Consortium

SUMMARY AND BACKGROUND:

The City often purchases equipment and vehicles using group bids such as ORPIN (Oregon Procurement Information Network), WSCA (Western States Contracting Alliance), NJPA (National Joint Powers Alliance), and GSA (General Services Administration). While each of these groups qualifies as a competitive bid process, it is helpful to check these pricing options against one another.

The Houston Galveston Area Council has opened up their competitively solicited pricing contracts to other governments. In Oregon, approximately 40 cities and numerous special districts and school districts belong to this consortium. There is no cost to join, but the application requires the City Council to authorize joining the group. I have used this service in the past. While it will not replace competitive bidding for many items, it is another tool to insure we are getting the best deal when purchasing specialized equipment.

FINANCIAL IMPACT:

This action has no financial impact

COUNCIL OPTIONS:

1. Authorize staff to join the HGACBuy consortium.
2. Decline to act at this time, and give staff further direction.

DOCUMENTS ATTACHED:

- List of Oregon Entities using the service
- HGACBuy Interlocal Contract for Cooperative Purchasing

RECOMMENDED MOTION/ACTION:

- Staff recommends Option #1, Authorizing staff to join the HGACBuy consortium.

NOTICE SENT TO:

- N/A

1b

LIST OF END USERS



[Alabama](#) | [Alaska](#) | [Arizona](#) | [Arkansas](#) | [California](#) | [Colorado](#) | [Connecticut](#) | [Delaware](#) | [District of Columbia](#) | [Florida](#) | [Georgia](#) | [Idaho](#) | [Illinois](#) | [Indiana](#) | [Iowa](#) | [Kansas](#) | [Kentucky](#) | [Louisiana](#) | [Maine](#) | [Maryland](#) | [Massachusetts](#) | [Michigan](#) | [Minnesota](#) | [Mississippi](#) | [Missouri](#) | [Montana](#) | [Nebraska](#) | [Nevada](#) | [New Jersey](#) | [New Mexico](#) | [New Hampshire](#) | [New York](#) | [North Carolina](#) | [North Dakota](#) | [Ohio](#) | [Oklahoma](#) | [Oregon](#) | [Pennsylvania](#) | [Rhode Island](#) | [South Carolina](#) | [South Dakota](#) | [Tennessee](#) | [Texas](#) | [Utah](#) | [Vermont](#) | [Virginia](#) | [Washington](#) | [West Virginia](#) | [Wisconsin](#) | [Wyoming](#) |

End User	City
Oregon	
Aumsville Rural Fire Protection District (OR)	Aumsville
Aurora Rural Fire Protection District (OR)	Aurora
Banks Fire District (OR)	Banks
Beaverton School District (OR)	Beaverton
Benton County (OR)	Corvallis
Boardman Rural Fire Protection District (OR)	Boardman
Boring Fire District (OR)	Boring
Canby Fire District (OR)	Canby
Cannon Beach Rural Fire Protection District (OR)	Cannon Beach
Central Oregon Community College (OR)	Bend
City of Albany (OR)	Albany
City of Ashland (OR)	Ashland
City of Astoria (OR)	Astoria
City of Beaverton (OR)	Beaverton
City of Bend (OR)	Bend
City of Condon (OR)	Condon
City of Cottage Grove (OR)	Cottage Grove
City of Dallas (OR)	Dallas
City of Enterprise (OR)	Enterprise
City of Eugene (OR)	Eugene
City of Gold Beach (OR)	Gold Beach
City of Grants Pass (OR)	Grants Pass
City of Gresham (OR)	Gresham
City of Hermiston (OR)	Hermiston
City of Hillsboro (OR)	Hillsboro
City of Hood River (OR)	Hood River
City of Jacksonville (OR)	Jacksonville
City of Joseph (OR)	Joseph
City of La Grande (OR)	La Grande
City of Lake Oswego (OR)	Lake Oswego
City of Lebanon (OR)	Lebanon
City of Madras (OR)	Madras
City of McMinnville (OR)	McMinnville
City of Milwaukie (OR)	Milwaukie
City of Myrtle Creek (OR)	Myrtle Creek
City of Newberg (OR)	Newberg
City of Newport (OR)	Newport
City of North Bend (OR)	North Bend
City of Oregon City (OR)	Oregon City
City of Portland (OR)	Portland
City of Prineville (OR)	Prineville
City of Roseburg (OR)	Roseburg
City of Salem (OR)	Salem
City of Sherwood (OR)	Sherwood
City of Springfield (OR)	Springfield
City of St. Helens (OR)	St. Helens
City of The Dalles (OR)	The Dalles
City of Tillamook (OR)	Tillamook
City of Warrenton (OR)	Warrenton
City of West Linn (OR)	West Linn
Clackamas 800 Radio Group C800 (OR)	Milwaukie
Clackamas County (OR)	Oregon City
Clackamas Fire District #1 (OR)	Milwaukie
Clackamas River Water (OR)	Clackamas
Clatskanie Rural Fire Protection District (OR)	Clatskanie
Clatsop County (OR)	Astoria
Clean Water Services (OR)	Hillsboro
Cloverdale Rural Fire Protection District (OR)	Sisters
Coburg Rural Fire Protection District (OR)	Coburg
Columbia River Fire & Rescue (OR)	St. Helens
Consumers Power Inc. (OR)	Philomath
Crook County (OR)	Prineville

1b



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * _____

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

*

Name of End User (local government, agency, or non-profit corporation)

*

Mailing Address
*

City State ZIP Code

*By: _____
Signature of chief elected or appointed official

*

Typed Name & Title of Signatory Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Attest: _____
Manager

Date: _____

*Denotes required fields

***Request for Information**

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to 713-993-2424. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: _____ County Name: _____
(Municipality/County/District/etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: (_____) _____ FAX Number: (_____) _____

Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Official Contact: _____
(Point of Contact for HGACBuy Interlocal Contract)

Mailing Address: _____
(Street Address/P.O. Box)

(City) (State) (ZIP Code)

Title: _____
Ph No.: (_____) _____ - _____
Fx No. : (_____) _____ - _____
E-Mail Address: _____

Authorized Official: _____
(Mayor/City Manager/Executive Director/etc.)

Mailing Address: _____
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Title: _____
Ph No.: (_____) _____ - _____
Fx No. : (_____) _____ - _____
E-Mail Address: _____

Official Contact: _____
(Purchasing Agent/Auditor etc.)

Mailing Address: _____
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Title: _____
Ph No.: (_____) _____ - _____
Fx No. : (_____) _____ - _____
E-Mail Address: _____

Official Contact: _____
(Public Works Director/Police Chief etc.)

Mailing Address: _____
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Title: _____
Ph No.: (_____) _____ - _____
Fx No. : (_____) _____ - _____
E-Mail Address: _____

Official Contact: _____
(EMS Director/Fire Chief etc.)

Mailing Address: _____
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Title: _____
Ph No.: (_____) _____ - _____
Fx No. : (_____) _____ - _____
E-Mail Address: _____

* denotes required fields

1b

**KLAMATH FALLS CITY COUNCIL
AGENDA REPORT**



Agenda Item No. 2

Date: October 3, 2016

Division: Finance
Staff Presenter: Sue Kirby

Contact/Title: Sue Kirby, Support Services Director
Telephone No.: 541-883-5326

City Manager Review: 

Email: sgkirby@klamathfalls.city

TOPIC: A Resolution Approving a Transfer of Appropriations for Fiscal Year 2015/2016 within the Economic Development/Property Fund

SUMMARY AND BACKGROUND:

On June 15, 2015, the City Council adopted the fiscal year 2015/2016 budgets for the City of Klamath Falls. The following items have occurred and require a change in appropriations:

A transfer of appropriations of \$300 is needed from Contingency to Materials & Services to pay the \$4,025 June portion of the Stantec Consulting invoice received in August for work completed prior to June 30, 2016. We made a good faith effort to cover this work with a resolution for transfer of appropriations on September 8, 2015. On August 17, 2015 the City was awarded a Brownfield Community-Wide Assessment Grant from the Environmental Protection Agency in the amount of \$500,000 for a project spanning three fiscal years. The City estimated \$100,000 would be spent/received in the Economic Development/Property Fund in fiscal year 2015-2016. However, the charges incurred were slightly higher than anticipated.

Transfers of Appropriations are authorized under the State of Oregon Local Budget Laws, ORS 294.463. Therefore, staff is requesting Council to approve the proposed resolution.

FINANCIAL IMPACT:

The only impact is a Transfer of Appropriations from Contingency to the Materials & Services within the Economic Development/Property Fund.

DOCUMENTS ATTACHED:

- Proposed Resolution

REQUESTED MOTION/ACTION:

- Move to introduce the Resolution by title
- Move to approve the Resolution

NOTICE SENT TO:

Budget Committee

RESOLUTION NO. 16 - _____

**A RESOLUTION APPROVING A TRANSFER OF APPROPRIATIONS
FOR FISCAL YEAR 2015/2016 WITHIN THE ECONOMIC
DEVELOPMENT/PROPERTY FUND**

WHEREAS, the City of Klamath Falls adopted the Fiscal Year 2015-2016 budgets on June 15, 2015;

WHEREAS, it is necessary to transfer \$300 from Contingency to Materials & Services for contracted services performed in June 2016 and billed in August 2016; and

WHEREAS, transfers of appropriations are permitted under the provisions of the State of Oregon Local Budget Laws, ORS 294.463(2); NOW, THEREFORE,

THE CITY OF KLAMATH FALLS RESOLVES AS FOLLOWS:

Section 1

The City Council of the City of Klamath Falls, Oregon hereby approves a transfer of appropriations for fiscal year 2015-2016.

Section 2

The amounts being transferred are hereby appropriated as follows:

	<u>Current Budget Fiscal Year 15/16</u>	<u>Proposed Change</u>	<u>Revised Budget Fiscal Year 15/16</u>
Economic Development/Property Fund			
Materials & Services	\$ 240,795	\$ 300	\$ 241,095
Contingency	<u>181,950</u>	<u>(300)</u>	<u>181,650</u>
Total Fund Appropriations	<u>\$ 422,745</u>	<u>\$ -</u>	<u>\$ 422,745</u>

Section 3

This Resolution shall become effective immediately upon enactment.

2

Passed by the Council of the City of Klamath Falls, Oregon on the ____ day of October 2016.

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

Mayor

ATTEST:

City Recorder

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

I, _____, Recorder for the City of Klamath Falls, Oregon, do hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by the Council of the City of Klamath Falls, Oregon, at the meeting held on the 3rd day of October, 2016, and thereafter approved and signed by the Mayor and attested by the City Recorder.

City Recorder