



# CITY OF EAGLE POINT

*"Gateway to the Lakes"*

OREGON

## EAGLE POINT CITY COUNCIL

Council Chambers  
17 Buchanan Ave. South, Eagle Point, Oregon  
December 10, 2013

## REGULAR MEETING AGENDA

1. CALL TO ORDER – 7:00 P.M.
2. FLAG SALUTE AND INVOCATION
3. AUDIENCE QUESTIONS OR COMMENTS CONCERNING ITEMS NOT ON THE AGENDA
4. PRESENTATIONS
5. PUBLIC HEARINGS
6. CONSENT CALENDAR
  - 6.1 Presentation of Regular Meeting Minutes of November 26, 2013.
7. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT CALENDAR
8. PRESENTATION OF BILLS TO BE PAID
9. OLD BUSINESS

*If a physical accommodation is needed to participate in this meeting, please contact the City Recorder at 541-826-4212 ext. 106 or TTY/TDD 711 or 800-735-2900. Notification of at least 48 hours prior to the meeting will assist the City in providing reasonable accommodations. (28 CFR 35.102-35.104 ADA Title II).*

## City Council Agenda

December 10, 2013

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### 10. NEW BUSINESS

- 10.1 Resolution No. 2013-63. A Resolution reappointing Jonathan Bilden as the non-voting City Council Liaison Member; and Allen Barber, representing Jackson County School District No. 9, to the Economic Development Commission.
- 10.2 Resolution No. 2013-64. A Resolution reappointing Aaron Prunty as the non-voting City Council Liaison Member; and appointing David Barber as the Student Representative to the Parks and Recreation Commission.
- 10.3 Resolution No. 2013-65. A Resolution authorizing the purchase of a new vending machine.
- 10.4 Resolution No. 2013-66. A Resolution authorizing a City of Eagle Point Personal/Professional Services Contract with Civil West Engineering Services, Inc., for the 4 MG Water Tank Mixing System Improvements.
- 10.5 Discussion regarding proposed new I-5 Eagle Point Sign – Robert Miller, Public Works Director.
- 10.6 Discussion regarding financing of new water projects and refinancing existing water debt – Melissa Owens, Finance Officer.
- 10.7 Discussion regarding authorizing an agreement with the Eagle Point & the Upper Rogue Chamber of Commerce for office space at the Harnish Visitor Center.

### 11. REPORTS FROM CITY COUNCIL AND CITY COMMITTEE REPRESENTATIVES

### 12. STAFF REPORTS

### 13. INFORMATION

### 14. ADJOURN

*AGENDA AND COUNCIL PACKETS ALSO AVAILABLE ON WEBSITE*



# CITY OF EAGLE POINT

*"Gateway to the Lakes"*

OREGON

EAGLE POINT CITY COUNCIL  
17 BUCHANAN AVE. SOUTH, EAGLE POINT, OREGON

NOVEMBER 26, 2013

REGULAR MEETING MINUTES

1. CALL TO ORDER – 7:00 P.M.

Mayor Russell called the meeting to order at 7:01 p.m.

Council Members Present: Bob Russell, Jonathan Bilden, Wayne Brown, and Bill Fierke.

Council Members Absent: Ruth Jenks, Aaron Prunty, and Kathy Sell.

Staff Members Present: Henry Lawrence, City Administrator; Joe Kellerman, City Attorney; Robert Miller, Public Works Director; Vern Thompson, Police Chief; and Cindy Hughes, City Recorder.

Guests: Jerry Zieman, Budget Committee; Suzi Collins, Planning Commissioner; and members of the public and press.

2. FLAG SALUTE AND INVOCATION

Mayor Russell led the Pledge of Allegiance and Jerry Zieman provided the invocation.

3. AUDIENCE QUESTIONS OR COMMENTS CONCERNING ITEMS NOT ON THE AGENDA

There were no questions or comments regarding items not on the agenda.

4. PRESENTATIONS

There were no presentations.

5. PUBLIC HEARINGS

There were no public hearings.

## City of Eagle Point Council Meeting Minutes

November 26, 2013

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### 6. CONSENT CALENDAR

#### 6.1 Presentation of Regular Meeting Minutes of November 12, 2013.

Mayor Russell announced the Consent Calendar and asked for a motion. Councilor Bilden moved to approve the Consent Calendar as presented and Councilor Brown seconded the motion. There was no discussion. Roll call: Bill Fierke, aye; Jonathan Bilden, aye; Wayne Brown, aye; Bob Russell, aye; Ruth Jenks, absent; Aaron Prunty, absent; and Kathy Sell, absent. The motion passed unanimously by those present.

### 7. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items considered for removal from the Consent Calendar.

### 8. PRESENTATION OF BILLS TO BE PAID

Mayor Russell asked if there were questions about the bills to be paid. There were no questions. Councilor Bilden moved to approve the Bills to be Paid including the additional bills list (Submission No. 1). Councilor Brown seconded the motion. There was no further discussion. Roll call: Bill Fierke, aye; Wayne Brown, aye; Jonathan Bilden, aye; Bob Russell, aye; Kathy Sell, absent; Aaron Prunty, absent; and Ruth Jenks, absent. The motion passed unanimously by those present.

### 9. OLD BUSINESS

#### 9.1 Ordinance No. 2013-04. An Ordinance repealing and replacing Ordinance No. 2013-03, and amending the Eagle Point Municipal Code, Title 9 – Public Peace and Welfare, to add a new Chapter 9.09 - Precious Metal and Gem Dealers; Penalties and Enforcement.

Chief Thompson deferred the Ordinance to the City Attorney, Joe Kellerman. Attorney Kellerman reviewed changes to the proposed Ordinance which were requested by the Council at the last meeting. The changes were based on the State code and included: Eagle Point fines; photograph of item(s); reporting to Leadsonline.com (electronic reporting and recovery program); 7-day hold period; employer responsibility for employees; and requiring one piece of government issued photo identification. Mr. Bill Arnold, business owner, expressed appreciation to the Council for continuing to work on the Ordinance. He further stated it was as good as it can be.

There being no further discussion, Mayor Russell asked for a motion to approve **Ordinance No. 2013-04**. Council President Fierke made a motion to approve **Ordinance No. 2013-04** and Councilor Bilden seconded the motion. There was no discussion. Roll call: Jonathan Bilden, aye; Wayne Brown, aye; Bill Fierke, aye; Bob Russell, aye; Aaron Prunty, absent; Kathy Sell, absent; and Ruth Jenks, absent. The motion passed unanimously by those present.

## City of Eagle Point Council Meeting Minutes

November 26, 2013

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### 10. NEW BUSINESS

- 10.1 Resolution No. 2013-62. A Resolution Cancelling the December 24, 2013 Regular Meeting of the Eagle Point City Council and authorizing Staff to pay the bills for the remainder of December, 2013.

Mayor Russell announced Resolution No. 2013-62, cancelling the December 24, 2013 Regular Meeting of the Eagle Point City Council and authorizing Staff to pay the bills for the remainder of December, 2013. There was no further discussion.

Mayor Russell asked for a motion to approve **Resolution No. 2013-62**. Councilor Bilden made a motion to approve **Resolution No. 2013-62** and Councilor Brown seconded the motion. There was no discussion. Roll call: Bill Fierke, aye; Wayne Brown, aye; Jonathan Bilden, aye; Bob Russell, aye; Aaron Prunty, absent; Ruth Jenks, absent; and Kathy Sell, absent. The motion passed unanimously by those present.

### 11. REPORTS FROM CITY COUNCIL AND CITY COMMITTEE REPRESENTATIVES

Council President Fierke reported on the recent School Board meeting regarding grading system changes, transportation report (different than the City's transportation), and the Weapons Committee providing a cost benefit analysis. Following the School Board meeting, a contract was tentatively approved, well ahead of time by six to eight months. Council President Fierke made favorable comments about the style of negotiation which led to the negotiation of the tentative contract. In addition, he reported efforts to relocate Joyce Hailicka's collection of President John F. Kennedy memorabilia to the City of Eagle Point. Numerous Eagle Point locations had been considered but none selected. Mr. Lawrence will report back at the next Council meeting about use of the Ashpole Community Center, and contacting downtown property owner(s) about viable locations for the display. It was further noted that the City of Medford had also expressed interest in obtaining the display.

Councilor Bilden announced upcoming meetings of the League of Oregon Cities (LOC) in Salem, and the Eagle Point Economic Development Commission. Additionally, Southern Oregon Regional Economic Development, Inc.'s (SOREDI's), Business Recruitment & Retention Committee recently met and is starting the development of a new "Buy Southern Oregon" campaign.

Councilor Brown reported on the Rogue Valley Sewer Services Board meeting of November 18. During that meeting, the two main topics of discussion included the retirement of a long-term employee and annexing Gold Hill in the future.

Mayor Russell reported attending a Medford Water Commission meeting, followed by a Water Coalition meeting. The Medford Water Commission presented a draft contract for Talent and Jacksonville. The Medford Water Commission proposed the same contract to

## City of Eagle Point Council Meeting Minutes

November 26, 2013

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be used for Eagle Point, Central Point, and Talent. Objections to the contract were requested before January 30. Mayor Russell reported there may be some unacceptable terms and conditions, and the Water Coalition would be further reviewing the contract. On a cheerful note, Mayor Russell reminded everyone about the tree lighting ceremony on December 6, and Santa's visit at the Ashpole Community Center, and the Lions Club serving chili. The Santa Shop, will be open December 9 through 17. The Santa Shop receives community donations so those struggling financially can shop for the family and pay only what they can afford to pay.

### 12. STAFF REPORTS

Robert Miller, Public Works Director, reported on the completion of new sidewalks on Diane Way and Crystal Drive.

Police Chief Thompson announced Officer Coney planned to join the Police Department in Grants Pass. However, the new recruit should be finished with the Police Academy in December.

Joe Kellerman, City Attorney, did not provide a report.

Henry Lawrence, City Administrator, did not provide a report.

Cindy Hughes, City Recorder, did not provide a report.

### 13. INFORMATION

Cindy Hughes, City Recorder, noted the OLCC License Renewals were included in the Agenda Packet.

### 14. ADJOURN

There being no further business, Mayor Russell closed the meeting at 7:28 p.m.

Respectfully submitted,

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Cindy Hughes, City Recorder

ATTEST:

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Robert E. Russell, Mayor

BILL LIST  
12/10/2013

<u>CHECK #</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
	911 SUPPLY	SUPPLIES - POLICE	\$ 579.23
	ALSCO 000556	JANITORIAL/UNIFORM SUPPLIES	\$ 376.83
	ALSCO 4564	JANITORIAL SUPPLIES	\$ 431.30
	AVISTA 000163030	UTILITY	\$ 97.56
	AVISTA 000188273	UTILITY	\$ 241.08
	AVISTA 130069414	UTILITY	\$ 200.20
	AVISTA 690085486	UTILITY	\$ 9.18
	AVISTA 770085486	UTILITY	\$ 82.35
	BIG R	EQUIPMENT SUPPLIES	\$ 81.00
	CENTURY LINK	UTILITY	\$ 1,096.44
	CITY OF EAGLE POINT	UTILITY - JUDGE STEWART HOUSE	\$ 49.69
	CITYCOUNTY INSURANCE SERVICES	WORKERS COMP INSURANCE-QUARTERLY PAYMENT	\$ 7,046.37
	CIVIL WEST ENGINEERING SERVICE, INC	EMERGENCY POWER OPERATIONS DESIGNS	\$ 2,401.04
	CODE PUBLISHING, INC	MUNICIPAL CODE UPDATE	\$ 128.70
	COVANTA MARION, INC	SUPPLIES - POLICE	\$ 30.00
	DAY WIRELESS SYSTEM	EQUIPMENT REPAIR/MAINTENANCE	\$ 195.00
	EAGLE POINT HARDWARE	SUPPLIES	\$ 122.30
	EAGLE POINT POST OFFICE	MAILING FEE	\$ 200.00
	GALBRAITH & ASSOCIATES, INC	LUCAS PARK DESIGN	\$ 4,455.00
	HAYS OIL COMPANY	FUEL/DIESEL	\$ 1,380.09
	HPS	PUMP STATION - PUMP REPAIRS	\$ 561.69
	JACKSON COUNTY ROAD & PARKS	SIGN "NO PARKING"	\$ 18.00
	LITHIA DODGE CHRYSLER JEEP #4	VEHICLE REPAIR/MAINTENANCE	\$ 45.28
	MEDFORD WATER COMMISSION	METER REPAIR	\$ 148.04
	MT SHASTA SPRING WATER	SUPPLIES	\$ 25.00
	OAMR MEMBERSHIP	MEMBERSHIP RENEWAL	\$ 50.00
	OFFICE DEPOT	SUPPLIES	\$ 271.93
	OFFICE MAX	SUPPLIES	\$ 105.93
	OREGON DEPARTMENT OF REVENUE	UNITARY COURT ASSESSMENTS SEPT, OCT, NOV 2013	\$ 8,499.81
	PERSONNEL SOURCE	TEMP SERV - CODE ENFO, MUS, PW, HARNISH	\$ 2,919.09
	PLATT	SUPPLIES	\$ 11.91
	PURDY CONSTRUCTION, INC	DE ANJOU STORM WATER PROJECTS	\$ 2,500.00
	RH2 ENGINEERING, INC	WATER COALITION	\$ 1,032.60
	ROGUE SHRED	UTILITY	\$ 33.90
	SOS ALARM	UTILITY	\$ 46.00
	SOUTHERN OREGON SANITATION	UTILITY	\$ 548.00
	T-MOBILE	UTILITY	\$ 56.75
	TYLER TECHNOLOGIES	COMPUTER SUPPORT	\$ 280.00
	UPPER ROGUE INDEPENDENT	ADVERTISING	\$ 473.00
	WHITE CITY NAPA	VEHICLE REPAIR/MAINTENANCE	\$ 285.29
			<u>\$ 37,115.58</u>
	<b><u>REFUNDS</u></b>		
	BEENE, KARI		\$ 6.87
	BLUST, KARL/REBECCA		\$ 9.52
	BRINK, RICHARD/DARLENE		\$ 9.19
	GCPG CONSTRUCTION, LLC		\$ 37.12
	GOWDY, APRIL/ADRIANE		\$ 11.62
	HIGGINS, WENDI/MARK		\$ 59.77
	JENKINS, CICELY		\$ 19.12
	JOHNSON, KEVIN/COLLEEN		\$ 46.66
	OREGON MAINLINE PAVING, LLC		\$ 483.28
	SHOPP, SARAH		\$ 19.35
	STOCKTON, BRITTNEY		\$ 38.46
	WEARS, ASHLEY		\$ 32.14
	SUBTOTAL		<u>\$ 773.10</u>
	<b>TOTAL</b>		<u><u>\$ 37,888.68</u></u>

**BUSINESS OF THE CITY COUNCIL  
EAGLE POINT, OREGON**

**AGENDA STATEMENT**

**Item Number:** 10.1  
**Meeting Date:** December 10, 2013

**ITEM TITLE:** Resolution No. 2013-63. A Resolution reappointing Jonathan Bilden as the non-voting City Council Liaison Member; and Allen Barber, representing Jackson County School District No. 9, to the Economic Development Commission.


**SUBMITTED BY:** Robert Russell, Mayor.

**SUMMARY EXPLANATION:** In accordance with the Eagle Point City Charter, Mayor Russell has selected Councilor Jonathan Bilden to be reappointed as the non-voting City Council Liaison Member to the Economic Development Commission for a one-year period beginning January 1, 2014 through December 31, 2014.

Traditionally, the City of Eagle Point has asked Jackson County School District No. 9 to select personnel to be appointed to key functioning City Commissions, who will represent the School District's point of view and their valuable perspective as educators. Jackson County School District No. 9 selected Allen Barber, its' Human Resources Director, to be reappointed to the Economic Development Commission for a three-year period beginning January 1, 2014 and ending December 31, 2016.

**FINANCIAL IMPACT:** N/A

**APPROVED FOR SUBMITTAL:** \_\_\_\_\_

 12/6/13

**Henry Lawrence, City Administrator**

**STAFF RECOMMENDATION:** N/A



**RESOLUTION NO. 2013-63**

**A RESOLUTION REAPPOINTING JONATHAN BILDEN AS THE NON-VOTING CITY COUNCIL LIAISON MEMBER; AND ALLEN BARBER, REPRESENTING JACKSON COUNTY SCHOOL DISTRICT NO. 9, TO THE ECONOMIC DEVELOPMENT COMMISSION.**

**WHEREAS**, in accordance with the Eagle Point City Charter, Mayor Russell has selected Councilor Jonathan Bilden to be reappointed as the non-voting City Council Liaison Member to the Economic Development Commission for a one-year period beginning January 1, 2014 through December 31, 2014; and

**WHEREAS**, traditionally, the City of Eagle Point has asked Jackson County School District No. 9 to select personnel to be appointed to key functioning City Commissions, who will represent the School District's point of view and their valuable perspective as educators; and

**WHEREAS**, Jackson County School District No. 9 selected Allen Barber, its' Human Resources Director, to be reappointed to the Economic Development Commission for a three-year period beginning January 1, 2014 and ending December 31, 2016.

Now, therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE POINT, OREGON, THAT:**

1. Jonathan Bilden is hereby reappointed as the non-voting City Council Liaison Member to the Economic Development Commission beginning January 1, 2014 through December 31, 2014.
2. Allen Barber, representing Jackson County School District No. 9, is hereby reappointed to serve on the Economic Development Commission for a three-year term beginning January 1, 2014 through December 31, 2016.

Passed in open session on the 10th day of December, 2013.

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Robert E. Russell, Mayor

ATTEST:

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Cindy Hughes, City Recorder

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**BUSINESS OF THE CITY COUNCIL  
EAGLE POINT, OREGON**

**AGENDA STATEMENT**

**Item Number:** 10.2  
**Meeting Date:** December 10, 2013

**ITEM TITLE:** Resolution No. 2013-64. A Resolution reappointing Aaron Prunty as the non-voting City Council Liaison Member; and appointing David Barber as the Student Representative to the Parks and Recreation Commission.

**SUBMITTED BY:** Robert Russell, Mayor.

**SUMMARY EXPLANATION:** In accordance with the Eagle Point City Charter, Mayor Russell has selected Councilor Aaron Prunty to be reappointed as the non-voting City Council Liaison Member to the Parks and Recreation Commission for a one-year period beginning January 1, 2014 through December 31, 2014.

Additionally, the Parks and Recreation Commission membership includes one Student Representative from Eagle Point High School. Student David Barber applied for the position and Mayor Russell selected him for appointment to the Commission. The term of the appointment begins immediately and runs through the end of the school year.

**FINANCIAL IMPACT:** N/A

**APPROVED FOR SUBMITTAL:** \_\_\_\_\_

 12/6/13

**Henry Lawrence, City Administrator**

**STAFF RECOMMENDATION:** N/A

**RESOLUTION NO. 2013-64**

**A RESOLUTION REAPPOINTING AARON PRUNTY AS THE NON-VOTING CITY COUNCIL LIAISON MEMBER; AND APPOINTING DAVID BARBER AS THE STUDENT REPRESENTATIVE TO THE PARKS AND RECREATION COMMISSION.**

**WHEREAS**, in accordance with the Eagle Point City Charter, Mayor Russell has selected Councilor Aaron Prunty to be reappointed as the non-voting City Council Liaison Member to the Parks and Recreation Commission for a one-year period beginning January 1, 2014 through December 31, 2014;

**WHEREAS**, the Parks and Recreation Commission membership includes one Student Representative from Eagle Point High School;

**WHEREAS**, Eagle Point High School Student, David Barber, applied for the position and Mayor Russell selected him for appointment to the Commission; and

**WHEREAS**, the term of the Student Representative appointment begins immediately and runs through the end of the school year.

Now, therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE POINT, OREGON, THAT:**

1. Aaron Prunty is hereby reappointed as the non-voting City Council Liaison Member to the Parks and Recreation Commission beginning January 1, 2014 through December 31, 2014.
2. David Barber is hereby appointed as the Student Representative for the Eagle Point High School beginning immediately through the end of the school year.

Passed in open session on the 10th day of December, 2013.

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Robert E. Russell, Mayor

ATTEST:

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Cindy Hughes, City Recorder

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**BUSINESS OF THE CITY COUNCIL  
EAGLE POINT, OREGON**

**AGENDA STATEMENT**

**Item Number:** 10.3  
**Meeting Date:** December 10, 2013


**ITEM TITLE:** Resolution No. 2013-65. A Resolution authorizing the purchase of a new vending machine.

**SUBMITTED BY:** Melissa Owens, Finance Officer.

**SUMMARY EXPLANATION:** In 2006, two used vending machines were purchased. One of the vending machines, the snack vending machine, has stopped working and is no longer repairable. This machine is used often by staff, Councilors, Commissioners, and visitors. Staff would like to purchase a new vending machine in the amount of \$3,706. \$1,600 is to be paid from the Vending Machine Fund and \$2,106 is to be paid from General Fund – Non Departmental.

**FINANCIAL IMPACT:** \$3,706.00

**APPROVED FOR SUBMITTAL:**

 12/6/13

\_\_\_\_\_  
City Administrator

**STAFF RECOMMENDATION:** Approval requested.

**RESOLUTION NO. 2013-65**

**A RESOLUTION AUTHORIZING THE PURCHASE OF A NEW VENDING MACHINE.**

**WHEREAS**, in 2006 two used vending machines were purchased; and

**WHEREAS**, one of the vending machines, the snack vending machine, has stopped working and is no longer repairable; and

**WHEREAS**, the snack vending machine is used very often by Staff, Councilors, Commissioners, and visitors; and

**WHEREAS**, Staff would like to purchase a new vending machine in the amount of \$3,706; and

**WHEREAS**, \$1,600 is to be paid from the Vending Machine Fund and \$2,106 is to be paid from General Fund – Non Departmental.

Now, therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE POINT, OREGON, THAT:**

1. The City is authorized to purchase a vending machine in the amount of \$3,706.

Passed in open session on the 10th day of December, 2013.

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Robert E. Russell, Mayor

ATTEST:

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Cindy Hughes, City Recorder

**BUSINESS OF THE CITY COUNCIL  
EAGLE POINT, OREGON**

**AGENDA STATEMENT**

**Item Number:** 10.4  
**Meeting Date:** December 10, 2013

**ITEM TITLE:** Resolution No. 2013-66. A Resolution authorizing a City of Eagle Point Personal/Professional Services Contract with Civil West Engineering Services, Inc., for the 4 MG Water Tank Mixing System Improvements.

**SUBMITTED BY:** Robert Miller, Public Works Director (541) 826-4212 ext. 105

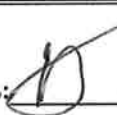
**SUMMARY EXPLANATION:** The Water System Master Plan (adopted by Resolution No. 2013-53) recommended several high priority projects to improve the water distribution system. During hot temperatures, the 4.0 MG tank is not able to mix properly while at full capacity. The inlet and outlet of the tank are located in close proximity, and the water near the opposite end of the tank does not see the same turnover. The 4.0 MG operating storage was reduced this past summer to provide the proper water quality. Design and construction of a proper mixing system will provide the full storage capacity of the 4.0 MG tank, estimated at \$67,000.

Several projects were budgeted in the Water Fund, Water System Improvements line item for 2013/14. An additional pump (4<sup>th</sup>) was planned for the Bellerive Pump Station at \$42,000. This pump will be delayed and implemented with a future project, the relocated Bellerive Pump Station. In addition, the third pump for the Bellerive Pump Station was not purchased in 2012/13 budget year while awaiting the final Water Master Plan recommendations. The first Water Master Plan recommendation, constructing a sump pump in the 3.6 MG tank vault and 200,000 gallon tank, was budgeted at \$16,000. The 3.6 MG vault pump and electrical project was completed by Public Works for less than \$1,000. The 200,000 gallon vault will be monitored for any ground water infiltration.

Staff is proposing a contract with Civil West Engineering Services, Inc., to begin design of the 4 MG Water Tank Mixing System Improvements, at a cost not to exceed \$15,442. Savings from the Vault Improvements and additional Bellerive Pump in this year's budget will be used to offset the costs. The construction contract will be presented at a future council meeting.

**FINANCIAL IMPACT:** Water Fund, Water System Improvements \$15,442.

APPROVED FOR SUBMITTAL:

 12/10/13

Henry Lawrence, City Administrator

**STAFF RECOMMENDATION:** Staff recommends approval of this item.

**RESOLUTION NO. 2013-66**

**A RESOLUTION AUTHORIZING A CITY OF EAGLE POINT PERSONAL/PROFESSIONAL SERVICE CONTRACT WITH CIVIL WEST ENGINEERING SERVICES, INC., FOR THE 4 MG TANK MIXING SYSTEM IMPROVEMENTS.**

**WHEREAS**, Civil West Engineering Services, Inc., has completed updated Water System Master Plan, adopted by Resolution No. 2013-53; and

**WHEREAS**, additional mixing of the 4.0 MG tank was identified in the Water System Master Plan to improve the water quality; and

**WHEREAS**, the 4.0 MG tank cannot operate at full capacity during the summer without additional improvements; and

**WHEREAS**, Civil West Engineering Services, Inc. submitted the 4 MG Tank Mixing Improvements Scope of Services for Design, Bid Support, and Construction Support in the amount not to exceed \$15,442; and

**WHEREAS**, a cost savings has been realized in the Water Fund, Water System Improvements for the Vault Improvements and the postponed Bellerive pump; and

**WHEREAS**, funding is proposed in the amount of \$15,442 to be funded from the Water Fund in 2013/14.

Now, therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE POINT, OREGON, THAT:**

1. The City Administrator is authorized to sign a City of Eagle Point Personal/Professional Services Contract with Civil West Engineering Services, Inc., for the 4 MG Tank Mixing System Improvements.

Passed in open session on the 10th day of December, 2013.

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Robert E. Russell, Mayor

ATTEST:

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Cindy Hughes, City Recorder

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**CITY OF EAGLE POINT PERSONAL/PROFESSIONAL SERVICES CONTRACT**

Project: 4 MG Water Tank Mixing System Improvements

This contract is between the City of Eagle Point hereafter called CITY and Civil West Engineering Services, Inc., hereafter called CONTRACTOR. City's supervising representative for this contract is Henry Lawrence.

1. **Effective Date and Duration.** This contract shall become effective on the date on which it has been signed by every party hereto. Unless earlier terminated or extended, this contract shall expire when Contractor's completed performance has been accepted by the CITY or one year from the effective date of this contract. However, such expiration shall not extinguish or prejudice CITY's right to enforce this contract with respect to: (i) any breach of a Contractor warranty; or (ii) any default or defect in Contractor performance that has not been cured.

2. **Statement of Work.** Contractor will provide: See Attached or Contractor's statement of work, including the delivery schedule for the work, is contained in Exhibit A, attached hereto and by this reference made a part hereof.

3. **Consideration.** (A) CITY agrees to pay Contractor, from available and authorized funds, a sum set forth in Exhibit A for accomplishing the work required by this contract. (b) Such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

4. **Terms and Conditions.** The terms and conditions of this contract are contained on the following page titled, "City of Eagle Point Standard Personal/Professional Contract Provisions".

5. **Travel and Other Expenses.** Reimbursement of travel and other expenses is allowed only as provided in Exhibit A.

6. **Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference: the Personal/Professional Services Contract including contract provisions, Exhibits A, and B.

**CONTRACTOR DATA AND CERTIFICATION**

Name (tax filing): Civil West Engineering Services, Inc. Phone 541 266-8601

Address: 466 E Street, Coos Bay, OR 97420 Fax No. 541 266-8681

Citizenship, if applicable: Non-resident alien  YES  NO

Business Designation: (Check one):

Corporation  Partnership  Limited Partnership  Limited Liability Partnership  Sole Proprietorship

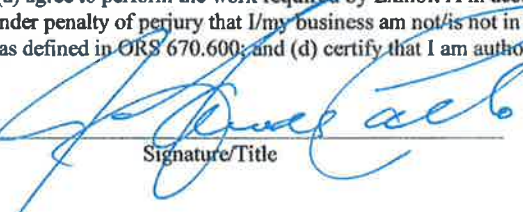
Governmental/Non-Profit  Limited Liability Company

Federal Tax ID#: 26-2914006 or SSN#: \_\_\_\_\_ CCB#: \_\_\_\_\_

Above payment information must be provided prior to contract approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer ID number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31% backup withholding.

Certification: I, under penalties of perjury, do hereby certify that (a) the number shown on this form is my correct taxpayer ID (or I am waiting for the number to be issued to me), and (b) I am not subject to backup withholding because (i) I am exempt from backup withholding or (ii) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding.

I, the undersigned also (a) agree to perform the work required by Exhibit A in accordance with the terms and conditions (as listed on the attached Exhibit B); (b) certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; (c) certify that I am an independent contractor as defined in ORS 670.600; and (d) certify that I am authorized to act on behalf of Contractor.

Signed by Contractor:   
Signature/Title

12-4-13  
Date

Approved by CITY:

\_\_\_\_\_  
Henry Lawrence, City Administrator

\_\_\_\_\_  
Date

City of Eagle Point  
P.O. Box 779  
Eagle Point, Or. 97524



**CITY OF EAGLE POINT  
STANDARD PERSONAL/PROFESSIONAL CONTRACT PROVISIONS**

**1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this contract. The City of Eagle Point, and its duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**2. AVAILABILITY OF FUNDS.** City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract within its current fiscal year appropriation or expenditure limitation, provided, however, that continuation of the contract, or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the City's reasonable administrative discretion, to continue to make payments under this Contract.

**3. CAPTIONS.** The captions or headings in this contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this contract.

**4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this contract; pay all contributions or amounts due the Industrial Accident Fund from such contractor incurred in the performance of this contract; not permit any lien or claim to be filed or prosecuted against the city on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate City official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to any unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services of the contractor.

**5. DISCLOSURE OF SOCIAL SECURITY NUMBER.** Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385 and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

**6. EXECUTION AND COUNTERPARTS.** This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**7. GOVERNING LAW.** This contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between City and Contractor that arises out of or relates to performance of this contract shall be brought and conducted solely and exclusively within the Circuit Court for Jackson County, Oregon. Provided, however, that if any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**8. HAZARD COMMUNICATION.** Contractor shall notify City prior to using products containing hazardous chemicals to which City employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon City's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

**9. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this contract, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the City, and their officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this contract.

**10. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this contract are those of an independent contractor. Although the City reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, City cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of City for any purpose, and neither Contractor nor any of Contractor's agents or employees is entitled to any of the benefits that City provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this contract. If Contractor is providing personal services as an **individual**, Contractor: (1) Is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment; (2) Will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance, or Public Employees Retirement System benefits or other retirement benefits from this contract payment; (3) Is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and will not be under the direction and control of Board; (4) Is not currently employed by the Federal Government and the amount charged does not exceed the normal charge for the type of service provided if payment is to be charged against Federal funds; and (5) Must furnish Form 8233 in duplicate with this contract if Contractor is a non-resident alien and claims exemption from Federal Withholding tax. (b) The City, will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

**11. INSURANCE.** Contractor shall provide insurance as indicated on Exhibit B, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The City their officers and employees shall be included as an additional insured in said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of 24 months.

**12. LIMITATION OF LIABILITIES. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTIONS 15(a) or 23(b), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THIS CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.**

**13. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or City at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against the City, such facsimile transmission must be confirmed by telephone notice to City's supervising representative. Any communication or notice by personal