RESOLUTION NO. 1257

A RESOLUTION DESIGNATING THE SE 13TH AVENUE SANITARY SEWER IMPROVEMENT PROJECT AS AN ADVANCE FINANCED PUBLIC IMPROVEMENT, AND PROVIDING FOR ADVANCE FINANCED REIMBURSEMENT FROM BENEFITTED PROPERTY OWNERS

WHEREAS, the Canby City Council has proposed an Advance Financing program for sanitary sewer improvements on SE 13th Avenue at an estimated cost of \$175,000; and

WHEREAS, the total benefitted property totals 4.571 acres; and

WHEREAS, the City's Engineer of Record has prepared an Engineer's Report identifying the benefitting property owners and preliminary allocations of cost, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein; and

WHEREAS, the Canby Municipal Code Chapter 4.12 defines the process of establishing an Advance Financing District; and

WHEREAS, the City of Canby has properly noticed and held an informational hearing on January 18, 2016.

NOW THEREFORE, IT IS HEREBY RESOLVED, that the City Council instruct the City Administrator to implement the Advance Financed improvement proposal in the estimated amount of \$175,000, with preliminary cost allocations of \$38,284 per acre and including annual simple interest based on an average ENR Construction Cost Index inflation of 3.25% plus 0.25% for administration, for a total of 3.5% per year as permitted in the Municipal Code; and

BE IT FURTHER RESOLVED that the SE 13th Avenue Sanitary Sewer Improvement project is designated as an advance financed improvements and said benefitted property owners, as defined in Exhibit "A", upon connection to the system shall be responsible for advance financed reimbursement in the amounts indicated; and

BE IT FURTHER RESOLVED that in accordance with the Canby Municipal Code Chapter 4.12, this Advance Finance District program shall remain in effect until all benefitted property is connected to the system, or until all cost allocations and accrued interest has been paid in full to the City of Canby.

This resolution will take effect on January 18, 2017.

ADOPTED this 18th day of January 2017 by the City of Canby City Council.

Brian Hodson Mayor

ATTEST

Kimberly Scheafer, MMC City Recorder

City of Canby

SE 13th Avenue Sanitary Sewer Collection System Sequoia Parkway to Mulino Road

Advance Financing District Engineer's Report



November 2016

CURRAN-McLEOD, INC. CONSULTING ENGINEERS PORTLAND, OREGON

ENGINEERING REPORT CITY OF CANBY

SE 13th AVENUE, SEQUOIA PARKWAY TO MULINO ROAD SANITARY SEWER ADVANCE FINANCING DISTRICT November, 2016

In 1989, the City of Canby prepared an Industrial Attraction Plan to promote industrial development within the City as a means to strengthen economic and employment opportunities. These initial efforts resulted in creation of the Logging Road Industrial Park, which was subsequently renamed the Canby Pioneer Industrial Park, and construction of multiple phases of infrastructure development over the past twenty-five years.

The City is currently in the design phase of the Mulino Pumping Station project, which will be the final infrastructure component required to provide sanitary sewer service to these industrial properties. The Mulino Pumping Station project will include construction of three components, including:

- 1. The Mulino Pumping Station with auxiliary power supply;
- 2. A new 6" force main to discharge into Sequoia Parkway sewer main; and,
- 3. An 8" gravity sewer on SE 13th Avenue from Sequoia Parkway to Mulino Road.

These improvements will provide required pumping facilities to serve the remaining industrial properties within the Urban Growth Boundary, as well as serve remaining residential development that contributes to the pumping station. Additional gravity collection pipelines will also be required, within each developable property, as specific developments occur within the service area. The service area of this station was identified in the 1999 City of Canby Wastewater Collection System Master Plan.

The first two components, the pumping station and force main, are listed in the Sanitary Sewer System Development Charge (SDC) Capital Improvement Plan (CIP) and are eligible for SDC **Improvement Fee** funding in accordance with ORS 223.297 - 314. SDC Improvement Fee funds are essentially a fund of pooled resources collected from all developers throughout the City. SDC revenues are generally used when excess capacity is provided by an infrastructure development project that will serve multiple properties.

The third work component, an 8" gravity sanitary sewer, is the minimum required for every development. As such, by definition, an 8" sanitary sewer pipeline does not have excess capacity, and is not listed as an eligible expense in the SDC CIP. As a result, 8" gravity sewer pipelines are not eligible for SDC **Improvement Fee** funding. As is common to all land development, the cost of an 8" sewer line is the responsibility of the property owner to construct.

The cost of a gravity line can be financed using SDC **Reimbursement Fee** funds, but a mechanism should be adopted to recover the expenditures from the abutting property owners who will benefit from the improvement when they connect to the system.

An Advance Financing District is a method of allocating development costs proportionally to each benefited property owner, and establishing a mechanism to collect the allocated costs from each developer at the time they benefit from the improvement. The requirements for establishing and administering an AFD are contained in the Canby Municipal Code (CMC) Chapter 4.12. This Engineering Report is to provide the City staff analysis, as is required in Chapter 4.12.040. A copy of the current CMC Chapter 4.12 is attached.

The costs allocations are not assessments, are not immediately due and payable, and do not become a lien on any benefited property UNTIL the property develops and utilizes the advanced financed improvements. Each property owner has the option to not connect to the improvement, and would then never be responsible to pay any portion of the advanced financed project cost.

As permitted in the Canby Municipal Code, and as approved by motion of the Canby City Council on November 16, 2016, the City is acting as the developer for this project in order to coordinate the improvements that will impact multiple private properties. The City will provide the initial funding required to construct this work and, in accordance with the Canby Municipal Code, will form an Advanced Financing District to ensure future reimbursement from all properties in proportion to their benefit from the improvements.

AFD PROJECT SCOPE & ESTIMATED COST:

The scope of work included in this AFD includes construction of an 8" gravity sewer in SE 13th Avenue, from the current termination point at Sequoia Parkway, and extending east to the point where the gravity line will cross under the Oregon Pacific Railroad to discharge into the pumping station wet well on the north side of the tracks.

An 8" gravity sanitary sewer at minimum slope has a capacity of approximately 0.50 Million Gallons per Day (MGD). The Master Plan indicates that the gravity line on SE 13th Avenue will contribute an estimated peak flow of 0.19 MGD to the system. When the industrial property north of the railroad develops, that area is estimated to contribute an additional peak flow of 0.22 MGD to the station. Although difficult to estimate future industrial development loads, the total peak daily flow to the station from within the UGB is estimated to be 0.41 MGD, or 285 gallons per minute.

Extraordinary costs for the gravity pipeline are eligible for SDC Improvement Fee funding and will be excluded from the advanced financed portion of the work. Extraordinary costs would be those that are not typically associated with constructing an 8" gravity sewer along the benefitting property frontage. These would include all of the cost of the gravity sewer once it turns north to cross under the railroad through the directional bore. The costs of the gravity pipeline and casing pipe under the railroad, from the angle point north, will be included with the SDC Improvement Fee eligible costs with the pumping station.

The estimated cost of the gravity pipeline allocated to the benefited properties is as listed below:

	ltem	Quantity	Units	Price	Total	
1	Mobilization Bond & Insurance	All	LS	\$8,000	\$8,000	
2	Temporary Traffic Control	All	LS	4,000	4,000	
3	Erosion & Sediment Control	All	LS	3,000	3,000	
4	8" Gravity Sewer w/ Select Backfill	1,078	LF	90	97,020	
5	Sanitary Manhole, 8-12' deep	4	Each	5,000	20,000	
6	Asphalt Sawcut & AC Trench Repair	50	LF	40	2,000	
		·		Subtotal	\$134,020	
	Engineering, 15%					
	Legal, Administration, Contingency, 15%					
				TOTAL	\$175,000	

City of Canby SE 13th Avenue Sanitary Sewer AFD **Preliminary Construction Cost Estimate**

AFD PRELIMINARY COST ALLOCATIONS:

An 8" gravity sewer is required across the frontage of all developable property to serve the abutting properties on each site. As a result, the improvement costs for the 8" gravity sewer are allocated to the area contained within the 100-foot depth of the abutting properties, on both the north and south side of SE 13th Avenue, between Sequoia Parkway and the railroad crossing. The benefited area is thus defined as the 100-foot depth abutting the public right-of-way, and is not reduced if additional right-of-way is dedicated to the public as a component of future development.

A map of the benefited area is attached as Exhibit A. SE 13th Avenue is the current Urban Growth Boundary. As a result, although the gravity line is designed to have sufficient depth to serve the abutting 100-foot deep area south of SE 13th Avenue, it may be a substantial time before connection can or will be made.

The costs of the SE 13th Avenue 8" gravity sewer are allocated to all benefited properties shown on the attached map. These cost allocations do not result in a lien on the property, and do not become due until the property owner elects to connect to the system, if ever. The preliminary cost allocations are shown in the following table:

Tax Lot	Owner of Record	Frontage Length (feet)	Benefited Area (acres)	Pro Rata Share (%)	Cost Allocation
4 1E 3 Lot 102	Lisa M. Weygandt Trust 24401 S Mulino Road	676	1.552	33.95%	\$59,418
	Canby, OR 97013				
4 1E 3	Chad Robison &	318	0.634	13.87%	\$24,273
Lot 200	Carrie Claeys				
	2542 SE 13th Avenue				
	Canby, OR 97013				
4 1E 3	Canby Rod & Gun Club	209	0.479	10.48%	\$18,338
Lot 2700	2675 SE 13th Avenue				
	P.O. Box 311				
	Canby, OR 97013				
4 1E 3	Canby Rod & Gun Club	830	1.906	41.70%	\$72,971
Lot 2800	2675 SE 13th Avenue				
	P.O. Box 311				
	Canby, OR 97013				
	TOTAL	2,033	4.571	100.00%	\$175,000

City of Canby SE 13th Avenue Sanitary Sewer AFD Benefited Area & Preliminary Cost Allocation

AFD REIMBURSEMENT AND COLLECTIONS:

In accordance with CMC 4.12, approval of an Advance Financing District is at the discretion of the City Council. An informational public hearing will be conducted with estimated costs prior to adopting the district, and a second hearing will be conducted upon completion of the work, with actual costs to adopt the final cost allocation.

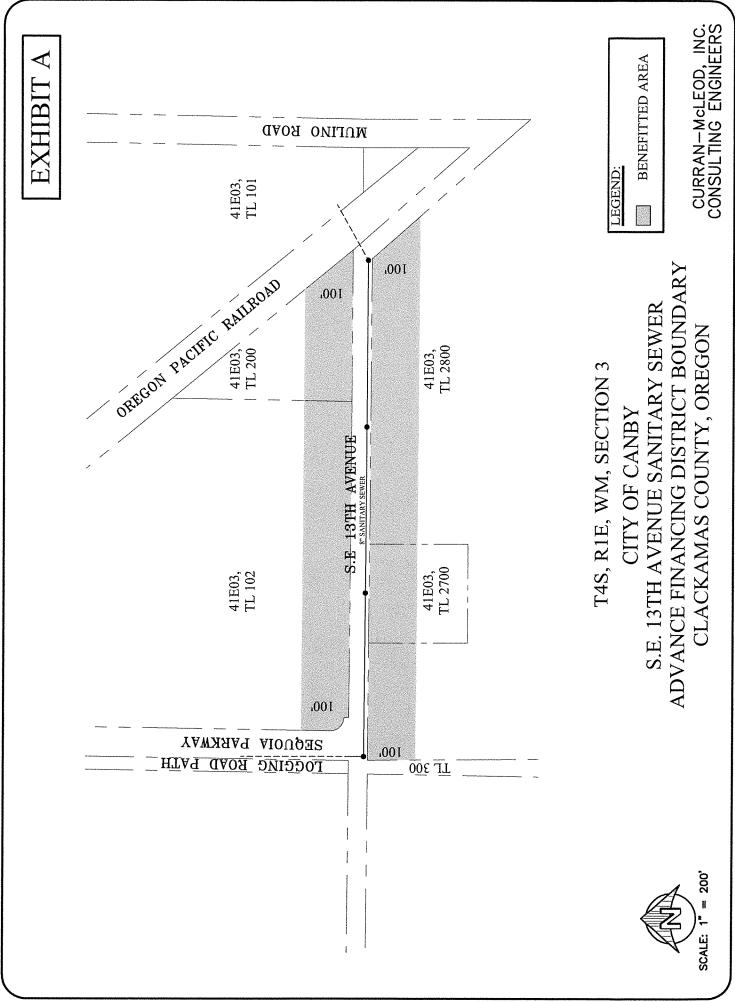
The cost allocations, plus interest, only become due from the benefiting property at the time they apply to connect to the system or apply for building permits for projects that utilize the advance financed improvement. Property owners who do not connect to the system have no obligation for repayment of their allocation of cost to construct the improvements.

In accordance with Canby Municipal Code Chapter 4.12, cost allocations accrue interest until paid. If the advance financed improvements incur debt, the rate of interest charged to the benefited properties per the CMC would be the rate accrued in the debt service. If debt is not incurred to construct the project, the CMC allows the rate of interest charged to be 7% per year.

In the current economic climate, the 7% rate per the code is higher than what would be expected if debt were incurred. Current debt service rates are estimated to be 2-4%, which also exceed inflation estimates, which are currently 1.64% per year. Per the CMC Chapter 4.12.080, the Council has the option to establish the interest rate on a case-by-case basis.

The cost estimates and allocation of costs contained in this report are preliminary. Upon completion of the construction, final costs will be summarized and final allocations will be provided to the City Council for adoption. The allocations of costs remain in place indefinitely, until all benefited properties apply for connection to the system. The reimbursement revenues collected should be returned to the Sanitary Sewer Capital Reserve as SDC Reimbursement Fees, unless some other funding mechanism is utilized for the construction.

Attached to this Engineering Report is a map showing the limits of the benefited property, and a copy of the Canby Municipal Code Chapter 4.12, Advance Financing of Public Improvements.



CHAPTER 4.12: ADVANCE FINANCING OF PUBLIC IMPROVEMENTS

Section

- 4.12.010 Definitions.
- 4.12.020 Purpose.
- 4.12.022 Applicability.
- 4.12.030 Receipt of application.
- 4.12.040 City staff analysis.
- 4.12.050 Public hearing.
- 4.12.060 Notification.
- 4.12.070 Advance financing resolutions and agreements.
- 4.12.080 Advance financed reimbursement.
- 4.12.090 Disposition of advance financed reimbursements.
- 4.12.100 Recording.
- 4.12.110 Public improvements.
- 4.12.120 Multiple public improvements.

§ 4.12.010 Definitions.

The following are definitions for the purposes of this chapter and for the purposes of any advance financing agreement entered into pursuant hereto and for any actions taken as authorized pursuant to this chapter or otherwise:

<u>Advance Financing</u> means a developer's or city's payment for the installation of 1 or more public improvements installed pursuant to this chapter which benefiting property owners may utilize upon reimbursing a proportional share of the cost of the improvement.

<u>Advance Financing Agreement</u> means an agreement between a private developer and the city, as authorized by the Council and executed by the City Administrator, which agreement provides for the installation of and payment for advance financed public improvements, and may in the agreement require the guarantee or guarantees as the city deems best to protect the public and benefiting property owners, and may make other provisions as the Council determines necessary and proper.

<u>Advance Financing Resolution</u> means a resolution passed by the Council and executed by the Mayor designating a public improvement to be an advance financed public improvement and containing provisions for financial reimbursement by benefiting property owners who eventually utilize the improvement and other provisions as determined in the best interest of the public by the Council.

<u>Benefiting Property Owner</u> means the fee holder of record of the legal title to real property which, by virtue of installation of an advance financed public improvement, may be served, all or in part, by the same. Where real property is being purchased under a recorded land sales contract, then the purchasers shall also be deemed owners.

<u>Developer</u> means the city, an individual, a partnership, a joint venture, a corporation, a subdivider, a partitioner of land or any other entity, without limitation, who will bear, under the terms of this chapter, the expense of construction, purchase, installation or other creation of a public improvement.

<u>Proportional Share</u> means the amount of the advance financed reimbursement due from the benefiting property owner calculated in accordance with § 4.12.080B.

Public Improvement means the following:

1. The grading, graveling, paving or other surfacing of any street; or opening, laying-out, widening, extending, altering, changing the grade of or constructing any street;

- 2. The construction of sidewalks;
- 3. The construction or upgrading of any sanitary or storm sewer; and/or
- 4. Any other public improvement authorized by the Council.

§ 4.12.020 Purpose.

The purpose of this chapter is to ensure orderly new development by providing methods to finance necessary public improvements so that these necessary public improvements are installed concurrent with or before the new development occurs; to allow the city to require that new development pay the installation cost of these necessary public improvements; to assure that these necessary public improvements are installed in accordance with adopted public facilities plans; and to reimburse developers and/or the city for a share of costs incurred if a development or improvement provides access to public improvements for other benefiting property owners.

§ 4.12.022 Applicability.

A. In accordance with § 16.06.120B. of the Land Development and Planning Ordinance, the Planning Commission may condition approval of subdivisions, land partitions and conditional use permits to require that the applicant construct necessary public improvements for the development. When the development is to occur at locations where approved master planning documents show new public improvements are necessary, the Planning Com- mission may condition approval of subdivisions, land partitions and conditional use permits to require that the applicant enter into an advance financing agreement when the Commission deems the agreement will best protect the public and promote the general welfare of the city. The applicant, at his or her option, may alternatively elect to be reimbursed by negotiating with the public service provider for reimbursement of oversized public improvements, where provisions for the negotiations exist; by completing the public improvement without reimbursement; or by a combination of methods.

B. In accordance with § 4.12.020, the City Council may determine that an advance financed public improvement will best protect the public and promote the general welfare of the city by ensuring orderly new development. In the absence of a development application, the Council may, by motion, designate the city or other public entity as the developer and direct the City Administrator to prepare an advance financing application.

§ 4.12.030 Receipt of application.

The Council will receive applications, accompanied by an application fee that the Council may, from time to time, set by resolution, for advance financed public improvements, and submit the applications to the Public Works Department. The fee will be applied against the cost of administrative analysis of the proposed advance financed public improvements for the cost of notifying the property owners, and for recording cost and the like. When the city or other public entity is the developer, the Council shall, by motion, direct the City Administrator to submit the application to the Public Works Department without fee. Applications for advance financed public improvements are expected to be submitted and approved prior to start of work; however, applications will be accepted for a period of 6 months after start of work for the public improvement.

(Am. Ord. 1327, passed 5-19-2010)

§ 4.12.040 City staff analysis.

Upon receipt of the advance financed public improvements application, the Public Works Department shall make an analysis of the advance financed public improvements proposal and shall prepare a report to be submitted to the City Administrator for Council review and discussion and public hearing. The report shall include a map showing the location and area of all benefiting properties. The report shall also include the City Engineer's estimate of the total cost of the advance financed public improvement.

§ 4.12.050 Public hearing.

Within a reasonable time after the Public Works Department has completed its analysis, an informational public hearing shall be held in which all parties and the general public shall be given the opportunity to express their views and ask questions pertaining to the proposed advance financed public improvement. Since advance financed public improvements do not give rise to assessments, the public hearing is for informational purposes only and is not subject to mandatory termination due to remonstrances. The Council has the sole discretion after the public hearing to decide whether or not an advance financing resolution shall be passed.

§ 4.12.060 Notification.

Not less than 10 nor more than 30 days prior to any public hearing being held pursuant to this chapter, the developer, all benefiting property owners and the general public shall be notified of the hearing and the purpose thereof. Public notice shall be accomplished by a written notice posted at City Hall and other conspicuous locations as the Council may determine to be appropriate, and by a written notice published in a newspaper of general circulation in the community, once in either of the 2 consecutive weeks prior to the hearing. Notification of benefiting property owners shall also be accomplished by regular mail, or by personal service. If notification is accomplished by mail, notice shall be made on the date that the letter of notification is posted. Failure of any owner to be so notified shall not invalidate or otherwise affect any advance financing resolution or the Council's action to approve or not to approve the same.

§ 4.12.070 Advance financing resolutions and agreements.

After the public hearing held pursuant to § 4.12.050, if the Council desires to proceed with advance financed public improvement, it shall pass an advance financing resolution accordingly. The resolution shall designate the proposed improvement as an advance financed public improvement and provide for

advance financed reimbursement by benefiting property owners pursuant to this chapter. When the developer is a private developer, the advance financing resolution shall instruct the City Administrator to enter into an agreement between the developer and the city pertaining to the advance financed public improvement, and may in the agreement require a guarantee or guarantees as the city deems best to protect the public, benefiting property owners, and may make other provisions as the Council determines necessary and proper.

§ 4.12.080 Advance financed reimbursement.

A. <u>Imposed</u>. An advance financed reim- bursement is imposed on all benefiting property owners. It shall be due and payable at the time that the property owners apply for connection to the advance financed public improvement, or apply for building permits for projects that utilize an advance financed public improvement. In the case of property located outside of the city limits, but within the advance financed district, the property owner may pay off the assessed reimbursement in full, including any accrued interest thereon at any time prior to the time of actual connection, to stop interest charges from further accruing. The property owner is not required to pay the reimbursement prior to the time the owner connects to or utilizes the advance financed public improvements, but may do so voluntarily at his or her discretion. This prepayment does not guarantee annexation of the property at a particular time, or approval of a particular development.

(Am. Ord. 1005, passed 8-19-1998)

B. <u>Rates.</u>

1. Benefiting property owners shall pay advance financed reimbursement calculated as follows:

a. If the advance financed public improvement was completed by a private developer, the reimbursement shall be the total actual cost of the improvement, increased by 7% annual simple interest, or other interest rate as the Council may, from time to time, set by resolution, multiplied by the fraction of area owned by the benefiting property owner of the total area of all the benefiting property owners;

b. If the advance financed public improvement was completed by a public agency, the reimbursement to the public agency shall be the total cost of the improvement increased by the same interest rate, including costs, as the public agency pays to finance construction, multiplied by the fraction of area owned by the benefiting property owner of the total area of all the benefiting property owners; or

c. If the advance financed public improvement was completed without the issuance of debt by the public agency, the reimbursement to the public agency shall be to the total cost of the improvement increased by the current interest rate private developers receive, as set forth above, multiplied by the fraction of area owned by the benefiting property owner of the total area of all the benefiting property owners.

2. If inequities are created through the strict implementation of the above formulas, the Council may modify its impact on a case-by-case basis.

C. Collection.

1. The advance financed reimbursement is immediately due and payable by benefiting property owners upon their application for connection to an advance financed public improvement or any building permit, the result of which will utilize any advance financed public improvement. If connection is made or construction commenced without the above-mentioned permits, then the advance financed reimbursement is immediately due and payable upon the earliest date that the permit was required. No permit for connection or construction shall be issued until the advance financed reimbursement is paid in full or otherwise processed in accordance with the terms of division C.2. of this section. Whenever the full and correct advance financed reimbursement is due and has not been paid and collected for any reason, the City Administrator shall report to the Council the amount of the uncollected reimbursement, the description of

the real property to which the reimbursement is attributable, the date upon which the reimbursement was due and the name or names of the benefiting property owners. The City Council, by motion, shall then set a public hearing and shall direct the City Administrator to give notice of the hearing to each of those benefiting property owners, together with a copy of the City Administrator's report concerning the unpaid reimbursement, either in person or by certified mail. Upon public hearing, the Council may accept, reject or modify the City Administrator's report; and if it finds that any reimbursement is unpaid and uncollected, the Council, by motion, may direct the City Recorder to docket the unpaid and uncollected reimbursement in the city record of liens. Upon completion of the docketing, the city shall have a lien against the described land for the full amount of the unpaid advance financed reimbursement, interest and the city's actual cost of serving notice upon the benefiting property owners. The lien shall be enforced in the manner provided by O.R.S. Chapter 223.

2. Whenever an advance financed reimbursement is due and collectable, the benefiting property owner may apply, upon forms provided by the City Administrator, for the voluntary imposition of a lien upon a parcel for the full amount of the advance financed reimbursement and the payment of that lien in 20 equal semi-annual installments including interest at the current legal rate. The applicant must provide a certificate from a licensed title insurance company showing the identity and amount of all other liens already of record against the property and a certificate from the County Tax Assessor showing the assessed valuation of the property. The city shall not permit a lien greater than the assessed value less the combined total principal balance and accrued interest on all prior liens. Upon receipt of these certificates and application, the City Administrator shall compute the amount of the advance financed reimbursement, the date upon which the reimbursement is due, the name or names of the applicant/owners and the description of the property; and upon receiving that report, the City Recorder shall docket the lien in the city docket of liens. From the time that docketing is completed, the city shall have a lien upon that land for the amount of the charge and interest upon that charge at the rate established by the Council for advance financed public improvements. That lien shall be enforced in the manner provided in O.R.S. Chapter 223.

§ 4.12.090 Disposition of advance financed reimbursements.

Developers shall receive advance financed reimbursement collected by the city pertaining to their advance financed public improvements. Such reimbursement shall be delivered to the developer for a period of 10 years from the date the applicable advance financing agreement has been executed. In addition, any developer, or said developer's heirs, successors or assigns, may apply at 5-year intervals for 2 5-year extensions beyond the initial 10-year period. Such reimbursement will be made by the city within 90 days of receipt of the advance financed reimbursements. Advance financed reimbursements not paid the developer under the terms of this chapter shall be retained by the city to be used for related system improvements as authorized from time to time by the Council.

(Am. Ord. 903, passed 1-4-1993)

§ 4.12.100 Recording.

All advance financing resolutions shall be recorded by the city in the deed records of Clackamas County. The resolution shall identify full legal description of the benefiting properties. Failure to make the recording shall not affect the legality of an advance financing resolution or agreement.

§ 4.12.110 Public improvements.

Public improvements installed pursuant to advance financing agreements shall become and remain the sole property of the city pursuant to the advance financing agreements, and advance financed reimbursement, plus interest, not paid to the developer during the 10-year period, or any extension or

extensions thereof, as set forth in § 4.12.080, shall be paid to the city to be used for related system improvement as authorized from time to time by the Council.

§ 4.12.120 Multiple public improvements.

More than 1 public improvement may be the subject of an advance financing agreement or resolution.

ORDINANCE NO. 1456

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH ANGELTRAX MOBILE VIDEO SURVEILLANCE OF NEWTON, ALABAMA FOR THE PURCHASE AND INSTALLATION OF SURVEILLANCE CAMERA EQUIPMENT AND A CELLUAR DATA SERVICE PLAN FOR THE CANBY AREA TRANSIT (CAT) FLEET OF BUSES.

WHEREAS, the City of Canby on behalf of Canby Area Transit received grant 17-0814 from TriMet for \$40,307 in STF funds for the purchase and installation of surveillance camera equipment for the CAT fleet; and

WHEREAS, the City of Canby on behalf of Canby Area Transit received approval from ODOT Rail and Public to utilize the balance of Contract 30407 (\$13,225) in (49 U.S.C 5339) funds to combine with grant 17-0814 funds for the purchase and installation of surveillance camera equipment for the CAT fleet; and

WHEREAS, it is a transit industry best practice and in the best interest of the City and Canby Area Transit for buses to have surveillance camera systems on board; and

WHEREAS, City requested quotes from five (5) vendors for the purchase and installation of surveillance camera equipment on August 29, 2016; and

WHEREAS, the City of Canby received quotes from the five (5) companies listed below:

Company Names: AngelTrax Mobile Video Surveillance (AngelTrax) Pro-Vison Video Systems (Pro-Vison) Radio Engineering Industries, Inc. (REI) Seon Systems Sales (Seon) WatchGuard Video (WatchGuard)

WHEREAS, following vendor presentations staff reviewed and scored the quotes based on an Evaluation Criteria Guideline; and

WHEREAS, AngelTrax received the top average score of 98.95% and was identified unanimously by the reviewers as the most affordable quote; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and the City Administrator are hereby authorized and directed to make, execute and declare in the name of the City of Canby and on its behalf, an appropriate contract with AngelTrax Mobile Video Surveillance of Newton, Alabama for the purchase and installation of equipment and an ongoing cellular data plan agreement for a surveillance camera system on the CAT fleet of vehicles. A copy of said contract is attached hereto as Exhibit "A" and by this reference incorporated herein.

Ordinance 1456

2nd Reading

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, January 4, 2017, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, January 18, 2017 commencing at the hour of 7:30 p.m. in the Council Chambers located at 222 NE 2nd Avenue, 1st Floor, Canby, Oregon.

Kimberly Scheafer, MMC City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on January 18, 2017 by the following vote:

YEAS _____ NAYS _____

Brian Hodson, Mayor

ATTEST:

Kimberly Scheafer, MMC City Recorder

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and AngelTrax Mobile Video Surveillance (Contractor).

- A. City requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree a Follows:

- 1. <u>Scope of Services</u>. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. <u>Contractor Identification</u>. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. **Contractor understands that any subcontractors are required to obtain a City of Canby Business License prior to commencing work under this contract.**
- 3. <u>Compensation</u>:
 - A. City agrees to pay Contractor according to Quote ATXQ18879 dated December 21, 2016, for all items not crossed out. See Exhibit "A" attached hereto. Contractor agrees that \$48,996 is the not to exceed price of this contract, without prior written approval from the City.
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. <u>Contractor is Independent Contractor.</u>
 - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
 - B. Contractor certifies that it is either a carrier-insured employer or a selfinsured employer as provided in Chapter 656 of the Oregon Revised Statutes.

- C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
- 5. <u>Subcontractors and Assignment</u>. Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions this agreement as well as applicable OSHA regulations and requirements.
- 6. <u>Work is Property of City</u>. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.
- 7. <u>Term</u>.
 - A. This Agreement may be terminated by:
 - 1. Mutual written consent of the parties.
 - 2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
 - 3. City, effective upon delivery of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If Contractor fails to abide by the terms of this Agreement.
 - c. If services are no longer required.
- 8. <u>Professional Standards</u>. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

By entering into this agreement, contractor represents and warranties that they have complied with the tax laws of the State of Oregon and the City of Canby. Further, for the duration of this contract, Contractor promises to continue to

comply with said State and local tax laws. Any failure to comply with tax laws will be considered a default of this contract and could result in the immediate termination of this agreement and/or other sought damages or other such relief under applicable law.

9. <u>Insurance</u>. Insurance shall be maintained by the Contractor with the following limits:

A. For Comprehensive General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.

B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.

C. For Professional Liability—errors and omissions—a \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. (**Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.).** For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.

D. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement.

- 10. <u>Legal Expense</u>. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals there from.
- 11. <u>Modifications</u>. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
- 12. <u>Notices</u>. Any notice, bills, invoices, reports, or other documents required by this

Agreement shall be sent by the parties by United States mail, postage paid, electronically, faxed, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.

- 13. <u>Entire Agreement</u>. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
- 14. <u>Savings Clause</u>. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.
- 15. <u>Federal Terms and Conditions.</u> This project is funded in part with grant funds from the Federal transit Administration via contract with the Oregon Department of Transportations' Rail and Public Transit Division which requires third party contractors to comply with the federal terms and conditions detailed in Exhibit "B" attached hereto. The Contractor agrees to comply with all applicable federal regulations.

CITY:	Rick Robinson, City Administrator City of Canby PO Box 930 Canby, OR 97013
CONTRACTOR:	AngelTrax Mobile Video Surveillance 9540 US Highway 84 West Newton, AL 36352
Please submit invoices to: Attn:	Accounts Payable City of Canby PO Box 930 Canby, OR 97013 potterl@canbyoregon.gov

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

CONTRACTOR:	CITY OF CANBY
CONTRACTOR.	

By:

By:

Date:

Date:

Subcontractors will be used _____Yes ____No (If Yes, please complete List of Subcontractors attached to this Agreement)

Approved as to Form:

11/6/15

Joseph Lindsay, City Attorney

LIST OF SUBCONTRACTORS

As per Section 5 of the Personal Services Agreement, the following businesses will be subcontractors. Subcontractors are required to have a City of Canby Business License prior to commencing work under this contract.

Name of Business	Address	Phone	CCB#

The City hereby approves the above listed subcontractors.

City of Canby

Date

Reliable Digital Mobile Video Surveillance Solutions



Thursday, December 15, 2016

Julie Wehling Transit Director Canby Area Transit 195 Hazel Dell Way Suite C Canby, OR 97013

Dear Julie Wehling:

Thank you for allowing AngelTrax to customize a proposal to suit your mobile surveillance needs. We pride ourselves on our workmanship and the expertise put forth into our research, development and manufacturing process. At AngelTrax, we believe that surveillance, service and reliability matter.

Please see a summary of proposed AngelTrax equipment attached. Contact me at **334.692.4600** for answers to any questions you may have, or if you need immediate assistance and I am not available, please contact our AngelTrax corporate office at 1.800.673.1788.

Our business depends solely upon our loyal partners. Through you and companies like yours, we earn the satisfaction of producing and supporting some of the finest mobile surveillance equipment on the market today. AngelTrax is committed to ensuring that your experience with our products and our people exceeds your expectations. Once again, thank you for your consideration.

Best Regards,

AngelTrax Mobile Video Surveillance

ktolar@angeltrax.com 334.692.4600 334.692.4606 (F)



Search "AngelTrax" on **www.gsaadvantage.gov** to see our products available for direct purchase, without the bidding process.

9540 US Highway 84 West 🔍 Newton, AL 36352 🔍 800.673 1788 🔍 334.692 4600 🔶 fax 334.692 4606 🔍 www angeltrax com

QUOTE #:	ATXQ18879-01
ISSUE DATE.:	12/15/2016
EXPIRY DATE.:	12/19/2016

PREPARED FOR:

BILLING DETAILS	SHIPPING DETAILS
Canby Area Transit	Canby Area Transit
Julie Wehling	Julie Wehling
195 Hazel Dell Way	195 Hazel Dell Way
Suite C	Suite C
Canby, OR 97013	Canby, OR 97013
USA	USA
503-266-0751	503-266-0751
wehlingj@ci.canby.or.us	wehlingj@ci.canby.or.us

PREPARED BY: AngelTrax Mobile Video Surveillance

9540 US Highway 84 West Newton, AL 36352 Cell: 334.692.4600 Corporate Office: 1.800,673.1788 ktolar@angeltrax.com



QUOTED PRODUCTS				
MODEL & DESCRIPTION		QTY	UNIT PRICE	TOTAL PRICE
	35' Gillig Buses with 7 cameras			
	AngelTrax Quest EDGE Hybrid Mobile Digital Video Recording System (System Contents and Product Descriptions Listed Below)	2	\$2,019.15	\$4,038.30
Settinger CE	Hybrid Quest EDGE Hybrid Quest Edge & Channel Hybrid Component Mobile Digital Video Recorder • TO INCLUDE HDDSM863ST • Patented Slide-Rail Component Technology • Built-in 800MHz LAN • Vandal Proof Lock Box • Panic Button • MJPEG/H4L Compression	1		
	HDQ3600WPB (3) HDQ3600WPB High-Definition Quality Camera • 800TVL - 3.6mm Lens • 73.7 Degree Field of View and 90 Degree Adjustable Angle • Noise-gated Microphone and Smart Infrared • 49.5ft. Cable • Water-Resistant/Vandal Proof Casing • Scratch Resistant, Anti-Glare Polarized Glass Lens Cover	3		
	HDQ2500 (2) HDQ2500 High-Definition Quality Camera • 800TVL - 2.5mm Lens • 81.2 Degree Field of View and 90 Degree Adjustable Angle • Noise-gated Microphone and Smart Infrared • 49.5ft. Cable • Water-resistant/Vandal Proof Casing • Scratch Resistant, Anti-glare Glass Lens Cover	2		

QUOTED PRODUCTS				
MODEL & DESCRIPTION		QTY	UNIT PRICE	TOTAL PRICE
	 HDQ3600WPR HDQ3600WPR High-Definition Quality Camera 800TVL - 3.6mm Lens 73.7 Degree Field of View and 90 Degree Adjustable Angle Noise-gated Microphone and Smart Infrared 49.5ft. Cable Water-resistant/Vandal Proof Casing Scratch Resistant, Anti-glare Polarized Glass Lens Cover HDQBR100 Mounting Bracket for Forward Facing Carmera (Looking out through front Windshield).	2		
	35 ^r Champion Bus with 5 Cameras			
	AngelTrax Quest EDGE Hybrid Mobile Digital Video Recording System (System Contents and Product Descriptions Listed Below)	1	\$1,667.25	\$1,667.25
Questioner QE	Hybrid Quest EDGE Hybrid Quest Edge 8 Channel Hybrid Component Mobile Digital Video Recorder • TO INCLUDE HDDSM863ST • Patented Slide-Rail Component Technology • Built-in 800MHz LAN • Vandal Proof Lock Box • Panic Button • MJPEG/H4L Compression	1		
	HDQ3600WPB (3) HDQ3600WPB High-Definition Quality Camera • 800TVL - 3.6mm Lens • 73.7 Degree Field of View and 90 Degree Adjustable Angle • Noise-gated Microphone and Smart Infrared • 49.5ft, Cable • Water-Resistant/Vandal Proof Casing • Scratch Resistant, Anti-Glare Polarized Glass Lens Cover	3		
	HDQ2500 HDQ2500 High-Definition Quality Camera • 800TVL - 2.5mm Lens • 81.2 Degree Field of View and 90 Degree Adjustable Angle • Noise-gated Microphone and Smart Infrared • 49.5ft. Cable • Water-resistant/Vandal Proof Casing • Scratch Resistant, Anti-glare Glass Lens Cover	1		
	HDQ3600WPR HDQ3600WPR High-Definition Quality Camera 800TVL - 3.6mm Lens 73.7 Degree Field of View and 90 Degree Adjustable Angle Noise-gated Microphone and Smart Infrared 49.5ft. Cable Water-resistant/Vandal Proof Casing Scratch Resistant, Anti-glare Polarized Glass Lens Cover	1		

QUOTED PRODUCTS				
MODEL & DESCRIPTION		QTY	UNIT PRICE	TOTAL PRICE
	HDQBR100 Mounting Bracket for Forward Facing Carnera (Looking out through front Windshield).	1		
	Cut-Away Buses with 4 Cameras			
	AngelTrax Quest EDGE Hybrid Mobile Digital Video Recording System (System Contents and Product Descriptions Listed Below)	9	\$1,491.30	\$13,421.70
Selficities (CE	Hybrid Quest EDGE Hybrid Quest Edge 8 Channel Hybrid Component Mobile Digital Video Recorder • TO INCLUDE HDDSM863ST • Patented Slide-Rail Component Technology • Built-in 800MHz LAN • Vandal Proof Lock Box • Panic Button • MJPEG/H4L Compression	1		
	HDQ3600WPB (2) HDQ3600WPB High-Definition Quality Carnera • 800TVL - 3.6mm Lens • 73.7 Degree Field of View and 90 Degree Adjustable Angle • Noise-gated Microphone and Smart Infrared • 49.5ft. Cable • Water-Resistant/Vandal Proof Casing • Scratch Resistant, Anti-Glare Polarized Glass Lens Cover	2		
	HDQ2500 (2) HDQ2500 High-Definition Quality Camera • 800TVL - 2.5mm Lens • 81.2 Degree Field of View and 90 Degree Adjustable Angle • Noise-gated Microphone and Smart Infrared • 49.5ft. Cable • Water-resistant/Vandal Proof Casing • Scratch Resistant, Anti-glare Glass Lens Cover	2		
	HDQBR100 Mounting Bracket for Forward Facing Carnera (Looking out through front Windshield).	1		
	CONTLABOR Installation to be performed by AngelTrax Engineer.	12	\$675.00	\$8,100.00

QUOTED PRODUCTS				
MODEL & DESCRIPTION		QTY		TOTAL PRICE
	CONTLABOR Uninstallation of Current Systems	9	\$50.00	\$450.00
	BIDPRICING RFQ - On-Board Video Cameras for Twelve (12) Transit Vehicles	1	\$0.00	\$0.00
	SHIPPING/HANDLING Shipping and Handling Charges * Optional items are not included in the calculation.*	1	\$0.00	\$0.00
			TOTAL	\$27,677.25

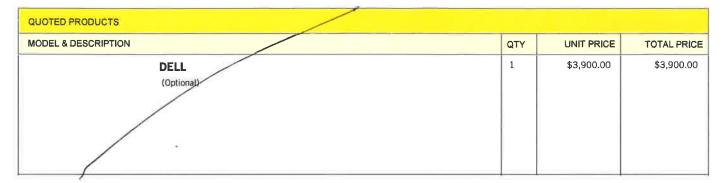
ODEL & DESCRIPTION		QTY	UNIT PRICE	TOTAL PRIC
	HDDSM863ST 500GB Solid-State HDD with SATASDT Tray Samsung - Spares (Optional)	12	\$399.90	\$4,798.80
	HDDSM1TBST 1TB Solid-State HDD with SATASDT Tray - SPARES (Optional)	12	\$629.90	\$7,558.80
	HDDSM1TBST-UPGRADE 1TB Solid-State HDD Upgrade with SATASDT Tray **Recommended based on the hours of operations for the fleet** (Optional)	12	\$299.90	\$3,598.8
	GDA-7012 KIT GDA-7012 Onboard Backing Monitor Kit • 7-Inch Monitor • HDQ3600WPB Backing Camera • A/V Input Adapter	12	\$307.95	\$3,695.4

		lari		
MODEL & DESCRIPTION		QTY	UNIT PRICE	TOTAL PRIC
if the	GPS-C1 Interior GPS Antenna that Enables Passive GPS (Optional)	12	\$75.00	\$900.0
	Wi-Fi Connectivity			
	AP ROUTER Remote Access Point works in combination with the LAN wireless component to provide connectivity between the AngelTrax MDVR system and existing wireless network. (Optional)	12	\$90.94	\$1,091.2
E PARKSHIMA	 MR66 MR66 Wi-Fi system is comprised of the items below: Meraki MR66 Wireless Access Point POE-INJ-3-US Meraki Power Injector Two (2) ANT-10 Meraki Antennas (Total of 4 Antennas per Access Point) NOTE: The first year license is provided at no charge; however, the client will be responsible for all subsequent years' license fees. (Optional) 	1	\$2,999.90	\$2,999. <u>s</u>
/	Cellular Connectivity			
	IBR650LP4	12	\$359.90	\$4,318.
	3G/4G Cellular Modem -Provides connectivity through cellular towers and mobile networks -External module attached via RJ45 cable to the RJ45 port -Includes POWL031 power cable -Firmware available for future use with other carriers (Optional)			¢ ijerek
	IVSVZ2 PROMO - AngelTrax/Verizon Monthly 5G Data ONLY Plan PROMO PRICING \$358.80 per vehicle, annually and includes MotoTrax Live View, Live Tracking, Health Events and Event History. Regular Pricing is \$840.00 per Vehicle, annually. (Optional)	12	\$358.80	\$4,305.6
	MotoTrax-SETUP	12	\$25.00	\$300.0
	MotoTrax Online Surveillance Management Software • Track Your Entire Fleet • Instant Event Notifications • View Live Camera Feeds • Simple, Logical User Interface • Create Custom Reports			
	 Import/Export Data (\$25.00 Initial Setup Fee per Vehicle) (Optional) 			

5 ^{- 8}

1

QUOTED PRODUCTS				
MODEL & DESCRIPTION		QTY	UNIT PRICE	TOTAL PRICE
	MotoTrax-LV MotoTrax Live View - PROMO • Stream Live Video From Your Fleet • Remote System Setup Regularly priced @ 48.00 Charge per Vehicle, annually. (Optional)	12	\$0.00	\$0.00
	MotoTrax-LT MotoTrax Live Tracking - PROMO • Track Your Entire Fleet • Create Custom Reports • Regularly priced @ 48.00 Charge per Vehicle, annually. (Optional)	12	\$0.00	\$0.00
	MotoTrax-HE MotoTrax Health Events - PROMO • Monitor Your Onboard DVR's System Health • Create Custom Reports • Regularly priced @ 48.00 Charge per Vehicle, annually, (Optional)	12	\$0.00	\$0.00
	MotoTrax-EH MotoTrax Event History - PROMO • Monitor Driver Behavior and Vehicle Status • Create Custom Reports • Regularly priced @ 48.00 Charge per Vehicle, annually. (Optional)	12	\$0.00	\$0.00
	Event Download Software			
	MOTOLINX25 MotoLinx Automatic-Download Event Clip Manager Price per vehicle for 1-25 vehicles • Set up auto-download for your entire fleet • Automatically download event clips from 10 - 120 seconds • Create custom auto-download settings (Optional)	12	\$150.00	\$1,800.00
	MOTOLINX-SUPPORT100 MotoLinx Support Annual Fee • Annual license and support fee per server installation (Optional)	1	\$1,500.00	\$1,500.00
	CONTLABOR-Wireless Configuration of AngelTrax Wireless Components with the MDVR, per system. This quote does not include charges for the removal of any existing camera systems or equipment. *If quote is for multiple systems, pricing is based upon the configuration of (# of systems) AngelTrax Wireless Components at the same time and location. Wireless components must be configured by a Certified AngelTrax IT Professional. (Optional)	12	\$75.00	\$900.00



Signed and endorsed by:

Printed Name

CORPORATE & FREIGHT POLICIES

This price quote is good for 90 days or for the agreed upon contract date; after which, products and pricing is subject to change.

Freight Policy: Items will be shipped common carrier, UPS or FedEx, ground delivery unless otherwise requested. No returns will be accepted after 30 days from invoice date. If a return is received within 30 days of the invoice date, a 15% restocking fee will be added to all returned items. All items returned will be subject to inspection by IVS, Inc.

The customer will be responsible for all applicable taxes.

Warranty Notice: Technical support, warranty parts and services are contingent on your account being current and up to date.

License Notice: All AngelTrax and VizuCop software is used by license agreement only and is not for sale.

Acknowledgment of Federal Terms and Conditions

Onboard Video Equipment Purchase and Installation for Transit Fleet

<u>Federal Terms and Conditions</u>. This purchase is funded in part with grant funds from the Federal Transit Administration via contract with the Oregon Department of Transportation's Rail and Public Transit Division which requires third party contractors to comply with the federal terms and conditions detailed in Attachment "A" attached hereto.

_____ agrees to comply with all applicable federal regulations.

Company Name

By signing below I acknowledge the receipt of Attachment "A" detailing the required federal terms and conditions and agree to comply with all applicable federal terms and conditions.

Signature

Printed Name of Company Representative

Date

Please compete this page and return to the City of Canby.

Email to: wehlingj@canbyoregon.gov

Mail to: Canby Area Transit PO Box 930 Canby, OR 97013

Fax to: 503.263.6284

Attachment A: Federal Transit Administration Required Terms and Conditions

No Obligation by the Federal Government

- The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- 2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

- 1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports

Access to Records - The following access to records requirements apply to this Contract:

- 1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- 2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- 3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- 5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Termination

- 1. **Termination for Convenience (General Provision).** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- 2. Termination for Default [Breach or Cause] (General Provision). If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3. **Opportunity to Cure (General Provision).** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- 4. Waiver of Remedies for any Breach. In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- 5. **Termination for Convenience (Professional or Transit Service Contracts).** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's

interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6. **Termination for Default (Supplies and Service).** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

7. **Termination for Default (Transportation Services).** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

- 8. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).
- 9. Termination for Default (Construction). If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

a. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:

Exhibit B

acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

b. The contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

10. Termination for Convenience or Default (Architect and Engineering). The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

11. **Termination for Convenience of Default (Cost-Type Contracts)**. The (Recipient) may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

Exhibit B

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Civil Rights

The following requirements apply to the underlying contract:

- Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2. **Equal Employment Opportunity**. The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprise

- This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall, race-neutral goal for DBE participation is 8%. A separate contract goal has not been established for this procurement.
- 2. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as {insert agency name} deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- 3. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in <u>FTA Circular 4220.1F</u> are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by {insert agency name}. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in

Exhibit B

addition to remedies available to {insert agency name}, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.



Tuesday, January 10, 2017

2955 Red Hill Avenue Suite 200 Costa Mesa, CA 92626 Tel. 877.296.1009

City of Canby Department of Development Services Attn: Bryan Brown 222 NE 2nd Avenue Canby, OR 97013

RE: MOBILITIE'S SUBMISSION FOR ITS PROPOSED SMALL CELL ATTACHMENT(S) TO EXISTING INFRASTRUCTURE IN CANBY'S PUBLIC RIGHT-OF-WAY

Dear Bryan Brown:

Thank you for your time to discuss Mobilitie's plans within the City of Canby. Although Mobilitie only seeks to deploy Small Cell Attachment Sites within the City of Canby's right-of-way, a description of Mobilitie's nationwide backhaul and transportation network is outlined below to better help the City understand the full scope of Mobilities' deployment project.

Specifically, Mobilitie is deploying two types of infrastructure: 1) Small Cell Sites and 2) Transport Sites. This infrastructure works together to form a network that will provide high-speed, high-capacity bandwidth and mobile connectivity to service the city's residents, businesses and visitors.

SMALL CELLS SITES

Mobilitie's Small Cell Sites involves the installation of small, low-powered wireless facilities, consisting of a transmit-receive antenna that communicates with wireless devices, a wireless backhaul antenna that connects the facility to the carrier's core network, and compact radio equipment mounted on either new or existing utility or light poles. These Small Cells add coverage and capacity to the existing wireless networks, and are designed to blend with existing infrastructure.

TRANSPORT SITES

Mobilitie's Transport Sites consist of a galvanized-steel utility pole supporting microwave dishes and radios that provide high speed connectivity to connect into wireless carriers' core networks, and ultimately into the internet. These Transport Sites optimize wireless carriers' networks by providing high speed bandwidth with the same speed and performance of fiber optic networks. Please note that Mobilitie is aware of Canby MC §12.36.060 requiring new utilities, in areas where utilities are underground, to be installed underground. With this in mind, Mobilitie has redesigned its network within Canby to utilize existing Transport Sites and limit its deployment in Canby to Small Cell Attachment sites.

At this time, Mobilitie respectfully requests that the City of Canby Department of Development Services review Mobilities proposed deployment and engage in formal discussions to meet those objectives. Mobilitie values the City of Canby's input to our overall plan, and will work closely with City Staff to determine optimal locations that balances the City's principles and policies that guide the use and management of its public rights-of-way.

We look forward to working with the City of Canby and will be following up on the next steps in the permitting process. Please do not hesitate to contact me at (503) 396-2551 or <u>cdeshazer@mobilitie.com</u>.

Thank you for your attention to this matter.

Respectfully submitted,

Colleen DeShazer Permitting Manager



City of Canby Bi-Monthly Report Department: Administration For Months of: November & December 2016

To:The Honorable Mayor Hodson & City CouncilFrom:Kim Scheafer, MMC, City RecorderCompiled by:Erin Burckhard, Office Specialist IIThrough:Rick Robinson, City AdministratorDate:January 9, 2017

1. Business Licenses:

Fifty-seven new business licenses were issued during the months of November & December 2016. This compares to 58 new licenses issued during November & December 2015. Forty-Five business licenses were inactivated during the months of November & December. This compares to 32 inactivated during the same period in 2015. One hundred fifty-seven business license renewals were sent out, compared to 127 in 2015. The total number businesses licensed with the City of Canby is 1,464 (1,374 this time in 2015) of which 684 have Canby addresses (663 this time last year).

2. Cemetery:

Total property purchases recorded: November - 13 December - 2 Total interments recorded: November - 5 December - 1

3. Public Records Requests:

One Public Records Request was processed during November & December.

4. Training/Meetings:

Kim Scheafer attended the OAMR Records Management Meeting in December. Staff attended the City Staff Holiday Luncheon.

5. Special Animal Permits:

No Special Animal Permits were issued in September and October.

- 6. Sidewalk/Park Vending Permit: No Sidewalk/Park Vending Permits were issued in November & December.
- 7. Liquor License Applications Processed: One liquor license application was processed.



City of Canby Bi-Monthly Report Department: Court November / December 2016

To:	The Honorable Mayor Hodson and City Council
From:	Melody Thompson, Administrative Court Supervisor
Through:	Rick Robinson, City Administrator
Date:	January 5, 2016

Monthly Statistics	November	December
Misdemeanors	1	
Cases Filed	10	11
Cases Disposed (sentenced)	14	11
Warrants Issued	13	12
Traffic & Other Violations		
Offenses Filed	249	170
Cases/Citations Filed	184	109
Cases/Citations Disposed (sentenced)	272	233
Parking Citations Filed	3	9
Parking Citations Disposed	2	10
Case Detail		
Diversion	15	12
Dismissal	83	70
Sentenced	69	69
Criminal Case Trials		
Bench (Judge)	0	1
Jury	0	0
Citations Handled by Violations Bureau	61	90
Defendant Accounts referred to Collections	77	43
Fines & Surcharges Collected	\$44,101	\$41, 949

Canby Municipal Court has jurisdiction over all city and state law offenses committed within city limits other than felonies. These include: violations, traffic crimes, misdemeanors and City code violations. *Note: Statistic category terms outlined on page 2*

Court Programs Authorized by Judge Rod Grafe referred to in statistics:

- 1. Offenses Filed vs. Cases Filed: Multiple offenses (charges) can be filed on any one defendant from a single traffic stop or arrest. Offenses filed reflects this number. Cases filed (also called docket numbers) refers to the identifying database number given to a single defendant's matter before the court.
- Violations Bureau Under the Judge's authority, court clerks can accept pleas on a traffic violation, offer a deferred sentence program (if qualified) and set a payment plan. For those charged with a crime a court appearance before the judge is mandatory. <u>Fix it ticket activity will be included in this statistic.</u>
- 3. Diversion/Deferred Sentence Programs For violations, defendants are offered the option of participating in an informative driving education course for a fee to the court. If there are no convictions during the following two months, the case will be dismissed.

Current programs include:

- Good Drivers Program (no prior traffic convictions in the last five years)
- Distracted Driver Program (no prior cell phone citation convictions in the last five years
- 1st Offender Traffic violation (if under the age of 18)
- 1st Offender Minor in Possession of Alcohol citation

Canby Urban Renewal Agency Economic Development Department

M EMORANDUM

TO:Honorable Mayor Hodson and City CouncilFROM:Renate Mengelberg, Economic Development Director.THROUGH:Rick Robinson, City Administrator

RE: CITY COUNCIL BI-MONTHLY REPORT November December 2016

Economic Development Updates:

The following projects are funded through Urban Renewal.

Business Recruitment: Staff submitted proposals or connected with the following leads:

- **Trautman Art Glass:** This company is moving from their Wilsonville location to the former Global Stainless Building on 4th Avenue in the Canby Pioneer Industrial Park. They should be fully settled in by this coming summer.
- **Project Ex-Extra** A Brazilian essential oils manufacturer has made an offer on a 4 acre Canby site and is in the due diligence phase. They plan to contract with local farmers for organic plant materials.
- **Project O Plant PJ** this Japanese company is looking at 4 sites in Canby. Our community is on the shortlist for a site decision expected this spring. They plan a \$20 million investment.
- **Project Pressure**: A Canadian based pressure washer manufacturer is looking to consolidate operations. They have a preliminary offer in on a Canby site and are in the due diligence phase.
- **Premier Gear Update:** This manufacturing firm plans to close on the purchase of Canby Urban Renewal property this spring. The company plans to construct a build-to-suit, 60,000 square foot building for a Portland based metals manufacturer on the site.
- **Project Blue Ice Update:** A location decision is expected this spring.
- **Project Borealis Update:** Their development plans are evolving to take on a new manufacturing process. This has delayed their location decision but they remain interested in Canby.

Business Expansion:

• **Cascade Engineering Technologies** has signed a lease for the newly completed Trend C building. This rapidly growing Canby precision aviation part manufacturer will lease the new building adjacent to their current location and expand their operations. They will move the remaining ½ of their operations from Oak Lodge to the new building and add new equipment and employees hopefully this summer.

Hanlon Mixed Use Development Due Diligence:

Accomplishments this period include the following: Staff is providing technical assistance and support at bi-monthly coordination meetings. They help facilitate site assessments and asbestos/lead paint evaluations. An update to the tenant agreement for move from the Finance Building to the former city hall is underway. Staff applied for SHPO approval to sell City Hall with a decision pending. A BOLI application has been completed with input from the developer, consultant and attorneys; and staff is preparing city hall for new occupants.

Fabtech Show

Staff served as co-lead for an Oregon Team business recruitment trip to the National Fabtech show focused on metals manufacturers November $15 - 19^{\text{th}}$. The 4 day show covered 550,000 sf, with 1,300 exhibitors and 28,000 attendees. Met with 4 business leads and made contacts with exhibitors to promote Canby. Attended seminars on industry trends and issues affecting metals fabricators. Raised the profile of Oregon as an attractive business location.

Canby in the Spotlight Newsletter

The seventh edition of this development focused newsletter was distributed to developers, real estate brokers, local stakeholders, property owners and businesses to raise awareness of new development activity in Canby. Features in the autumn edition include residential real estate trends, Canby Civic Center grand opening, new restaurants hosing apartment buildings under development and an overview of the Hanlon Development. The newsletter is available at City Hall and online at CanbyBusiness.com.



Bi-Monthly Finance Department Report

То:	Mayor Brian Hodson & City Council Members
From:	Julie Blums, Finance Director
Through:	Rick Robinson, City Administrator
Covering:	November & December 2016
Compiled by:	Suzan Duffy

In addition to providing services and responding to inquiries from both internal and external customers, and performing the tasks listed statistically on the last page, the Finance Department reports the following items of interest this period.

• The initial draft of the financial statements was completed in November and the site audit was completed. The draft **Comprehensive Annual Financial Report** including all introductory and statistical material was completed December 1st. Additional edits were made and a final version was issued December 29th. The Urban Renewal Financial Statements were also completed. The documents will be available on the City web page in January.

• The **accounts payable** invoice due date schedule was changed to coincide with the payroll timesheet due date schedule to make it easier for all City staff to prepare for deadlines.

• Retroactive **payroll checks** were issued after finalization of a new Police union contract. Preparation for the closing of the calendar year is also underway.

• Pre-collections notices were sent out to 97 **transit tax** accounts for nonfiled 3^{rd} quarter returns. Returns for the 4^{th} quarter and annual payroll were sent out as well. Staff updated the self-employment form to be mailed out in January.

• **Utility billing** remains busy as many customers prefer making their payments by phone rather than utilizing the other payment options the city has available. In addition, the increase in construction of new homes and an active real estate market have increased the number of requests for title searches and new account set-up.

• The annual **Census Bureau** survey of Local Government Finances was completed.

• Finance staff participated in the following meetings, trainings and events this period:

- GAAP Update webinar
- Meetings with Councilors-elect
- Chamber luncheon
- IRS 1099 webinar
- Caselle Accounts Payable webinar
- Safety meeting
- Thanksgiving potluck
- Holiday party

Statistics this period:

•	Accounts Payable Invoices: Invoice entries: Encumbrances: Manual checks: Total checks:	533 899 22 9 356
•	Payroll Timesheets processed: Total checks and vouchers: New hires/separations:	443 542 0/4
•	Transit Tax Collection Forms sent: Penalty & Int. notices sent: Pre-collection notices sent: Accounts sent to collections: Accounts opened/closed: Returns posted:	943 17 97 0 50/46 380
•	Utility Billing Bills sent: Counter payments: Accounts opened and closed: Lien payoffs: Lien payoff inquiries: Collection notices sent: Accounts sent to collections:	9,442 246 230 6 60 0 0
•	General Ledger Total Journal entries:	255
•	Cash Receipts Processed Finance: Utility:	825 451

CANBY PUBLIC LIBRARY BI-MONTHLY STAFF REPORT November - December 2016

TO: Honorable Mayor Hodson and City Council

FROM: Irene Green, Library Director

THROUGH: Rick Robinson, City Administrator

DATE: 1/6/17

Information Statistics



	July	Aug	Sept	Oct	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	Total
Reference	294	365	86	592	723	619							2,679
Operational	177	294	118	711	748	420							2,468
Computer Help	133	166	62	177	245	250							1,033
Reader's Advisory	27	31	8	37	41	23							167
Computer Guest Passes	8	34	12	29	95	108							286
Job/resume Help	1	3	2	1	2	5							14
E-Book Help	7	7	3	15	9	17							58
Help In Spanish	24	48	20	43	67	44							246
Email Questions	1	2	7	10	5	13							38

Reference: Informational questions, placing holds

Operational: Addressing directional/operational questions (what time do you close, where's the...)

Readers Advisory: Recommending books, movies, music *E-Book Help:* Instruction on downloading E-books *Computer:* Instruction/assistance

(Canby Service Population = 23,692)

*LINCC Deleted expired library accounts in September 2016

	July	Aug	Sept	Oct	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	Total
Total Registered Borrowers*	11,886	11,912	10,369	10,620	10,852	10,993							10,993
New Library Cards	100	70	53	256	233	135							847
Number of Materials Owned	61,908	62,050	62,216	62,013	62,223	62,264							62,264
Circulation	25,125	30,056	19,526	31,021	31,763	25,019							162,510
People Counter	11,985	9,704	5,554	16,790	16,743	18,873							79,649
Materials Added	552	1,171	873	626	482	398							4,102
Holds Placed	6,392	6,075	2,974	4,900	6351	5,593							32,285
Self-Check	33.6%	47.6%	54.1%	43.3%	44.9	31.7							
Public Internet Sessions	933	982	480	888	1,263	1,228							5,774
Facebook Likes	552	559	587	639	656	671							671
Volunteer Hours	211	189.75	107.25	206	226	200							1,140

	AT	TENDA	NCE	TYPE OF PROGRAM					
	Adults	Teen	Children	Adult	Teen	Children's	Family		
July	368	67	1614	15	4	18	11		
August	233	41	210	14	3	3	10		
September	235	0	227	12	0	6	4		
October	344	19	747	16	1	14	7		
November	384	13	378	20	1	14	6		
December	227	14	198	17	1	16	5		

Programming:

Library Operations:

- With the retirement of a staff member we reallocated hours. Our 13/hr and 19/hr OSI staff will be promoted to OSIIs and each be given 25 hours per week. We will also be hiring a new 19/hr week OSII person. The position has been posted. This will also increase our FTEs so we meet state standards.
- Until we get new staff on board, we are experiencing a temporary staffing shortage as one staff person retired at the end of December and another went out on maternity leave. Also, one of our three regular on-calls is permanently retiring.
- Interviews for new on-calls were rescheduled twice due to the weather. We are ready to make offers to six which will give us a good pool to pull from especially with the RFID project at hand.
- We are now able to display artwork in the library. Thanks to Shane Hester for working with Hanna Hofer on installing the picture rails.
- We are still working out a few issues with the computers. Children/teens are finding ways around the time limits on the computers by using their cards, then use their parent's card and or a guest pass. Possible solutions are: No guest passes for people under 18 and limiting the overflow of kids/teens into the adult area computers.
- We had a few issues with teens in the Teen Room. A group of boys were taunting some of the kids in the room, jumped up on the bookshelves and then stormed out. Staff tried to speak to them but the boys yelled profanities at staff and then left. A teen said one of the boys was flicking a lighter at them. We will be looking into a video monitoring system for the room as it is not in sight view of the information desk.
- Service animals are becoming an issue for staff. We are finding out more and more people are bringing their dogs into the library. Staff is looking for clearer direction on how to handle service animals and people bringing in companion animals into the library.
- Joe Lindsay, the city attorney, has been invited to our weekly staff meeting in hopes he can assist library staff with clarity and on the laws and what staff can legally say/do.

<u>RFID</u>

• The contract has been signed with Clackamas County on the RFID project. Total cost for Canby are as follows:

Year One: \$35,068.06. This includes initial tags of \$18,190 and two kiosks at \$12,190.

Year's Two thru Five: \$5,190.69 per year. This includes tags and the maintenance for the self-checks.

LDAC:

- Kathleen Myron will be replacing John Smith as Canby's LDAC representative. The board is looking at succession planning and a rotation on the LDAC is part of the plan.
- The annual library progress report for Canby was submitted to the county. Canby was deficient in one area. Staffing in FY 15-16 did not meet minimal standards.
- The meeting for December was cancelled. Topics for the November meeting were:
 - The process of amending the Master Order.
 - How library service areas were determined.
 - The role of the citizen advisory committee placed when the distribution formula was established.
 - Who has the authority/obligation to ensure a library complies with standards.
 - o Request for cities to clarify "general administrative costs"
 - o Does the Library District Board have the authority to enforce IGA provisions?
 - The next LDAC meeting is scheduled for January 23rd at 7:00 p.m. at the County Office Building.

Technology Updates:

• All library staff now have city email addresses. This will allow staff to use shared calendars on the information desk. Thanks to Valerie Kraxberger and her team on getting this accomplished.

Collections:

- We now have a new College/Career section. It is located in the beginning of the nonfiction area. We are also working on a Small Business collection
- We are putting a temporary slowdown for ordering materials until the supplemental budget is approved. We should have \$20,000 added to our collection budget from the Friends donation to the opening day collection.

Facilities:

• The fireplace is up and running. There is a small issue with the timer as it shuts off after an hour.

Marketing/Outreach:

- Irene spoke about library services, future plans, and how the library can partner with organizations in the community to increase the reading skills of children. She outlined the Dolly Parton Imagination Library which mails books monthly to the homes of children under the age of 5.
- On February 6th Clackamas County Historical Society in partnership with our library will present "Pints from the Past" at the Backstop bar and Grill.

Friends of the Library:

- The friends made over \$2,700 for the Christmas Tour of Homes!
- The Book Garden Sales for November were: \$1354.25
- The Book Garden sales for December were: \$1,658.15

Volunteers:

- Volunteer of the month of November was: Deni Cooperrider. Deni helps regularly with the pick list and shelving.
- Volunteer of the month of December was: Carol Wagner who also helps regularly with the pick list and shelving.

November		AT	TENDAI	NCE	Т	YPE OF F	PROGRA	M
	Date	Adults	Teen	Children	Adult	Teen	Children's	Family
CHILDREN								
Storytimes								
Songs and Sillies Storytime (ages 2-6)	11/7/2016	18	0	24	0	0	1	0
Songs and Sillies Storytime (ages 2-6)	11/14/2016	11	0	17	0	0	1	0
Songs and Sillies Storytime (ages 2-6)	11/21/2016	14	0	38	0	0	1	0
Songs and Sillies Storytime (ages 2-6)	11/28/2016	16	0	24	0	0	1	0
Book Babies Storytime (ages 0-2)	11/2/2016	6	0	5	0	0	1	0
Book Babies Storytime (ages 0-2)	11/9/2016	11	0	15	0	0	1	0
Book Babies Storytime (ages 0-2)	11/16/2016	10	0	11	0	0	1	0
Book Babies Storytime (ages 0-2)	11/23/2016	20	0	30	0	0	1	0
Book Babies Storytime (ages 0-2)	11/30/2016	5	0	8	0	0	1	0
Friday Storytime	11/18/2016	8	0	10	0	0	1	0
No School Friday - King Tut Day	11/4/2016	3	0	5	0	0	1	0
TOTAL		135	0	215	0	0	11	0
Teens					-	-		
Manga Drawing Workshop		0	7	0	0	1	0	0
TOTAL		0	7	0	0	1	0	0
FAMILY		0	,	3	0	-	0	0
FAMILY Movie Nights								
5	11/10/2010	1	0	2	0	0	0	1
Alice Through the Looking Glass (English)	11/10/2016	1	0	2	0	0	0	1
Buscando a Dory (Spanis)	11/17/2016	4	0	8	0	0	0	1
Spanish Storytime (for the whole family)	11/5/2016	5	0	11	0	0	0	1
Spanish Storytime (for the whole family)	11/12/2016	4	0	9	0	0	0	1
Spanish Storytime (for the whole family)	11/19/2016	4	0	8	0	0	0	1
Spanish Storytime (for the whole family)	11/26/2016	0	0	0	0	0	0	1
TOTAL		18	0	38	0	0	0	6
ADULT								
General Programs								
Straw holiday ornaments	11/1/2016	15	0	0	1	0	0	0
Fly Gals: Women Airforce Service Pilots	11/15/2016	13	0	0	1	0	0	0
Swag making	11/29/2016	22	0	0	1	0	0	0
Day of the Dead	11/4/2016	16	6	30	1	0	0	0
Nuestros Abuelos	11/1/2016	0	0	0	1	0	0	0
Nuestros Abuelos	11/8/2016	3	0	0	1	0	0	0
Nuestros Abuelos	11/15/2016	4	0	0	1	0	0	0
Nuestros Abuelos	11/22/2016	3	0	0	1	0	0	0
Nuestros Abuelos	11/29/2016	3	0	0	1	0	0	0
Music in the Stacks							1	
Woodie Guthrie Tribute	11/19/2016	84	0	0	1	0	0	0
Book Clubs						-		
History Book Group		8	0	0	1	0	0	0
Book Group -		5	0	0	1	0	0	0
Instruction Classes								
E-Reader Help								
Knitting and Crocheting	11/4/2016	4	0	0	1	0	0	0
Knitting and Crocheting	11/11/2016		0	0	1	0	0	0
Knitting and Crocheting	11/18/2016	3	0	0	1	0	0	0
Knitting and Crocheting	11/25/2016		0	0	1	0	0	0
Citizenship class	11/3/2016	6	0	0	1	0	0	0
Citizenship class	11/10/2016		0	0	1	0	0	0
Citizenship class	11/17/2016	4	0	0	1	0	0	0
Citizenship class		4	0	0	1	0	0	0
TOTAL		197	6	30	20	0	0	0
		157	U	50	20	U	U	U
Library Tours	11/0/2010	c	0	50	0	0	1	0
Knight School 4th graders	11/9/2016	6	0	50	0	0	1	0
Lee School	11/8/2016	25	0	36	0	0	1	0
Cub Scouts	11/9/2016	3	0	9	0	0	1	0
TOTAL		34	0	95	0	0	3	0
Outreach								
TOTAL		384	13	378	20	1	14	6

December		ATTENDANCE				TYPE OF	PROGRAM	1
	Date	Adults	Teen	Children	Adult	Teen	Children's	Family
CHILDREN'S PROGRAMS								
Storytimes							1	
Songs and Sillies Storytime (ages 2-6)	12/5/2016	7	0	9	0	0	1	0
Songs and Sillies Storytime (ages 2-6)	12/12/2016		0	16	0	0	1	0
Songs and Sillies Storytime (ages 2-6)	12/19/2016	10	0	16	0	0	1	0
Songs and Sillies Storytime (ages 2-6)	12/26/2016	2	0	5	0	0	1	0
Book Babies Storytime (ages 0-2)	12/7/2016	9	0	12	0	0	1	0
Book Babies Storytime (ages 0-2)	12/14/2016	11	0	14	0	0	1	0
Book Babies Storytime (ages 0-2)	12/21/2016	13	0	17	0	0	1	0
Book Babies Storytime (ages 0-2)	12/28/2016		0	14	0	0	1	0
Friday Storytime	12/2/2016	8	0	16	0	0	1	0
Friday Storytime	12/9/2016	2	0	6	0	0	1	0
Friday Storytime	12/16/2016	4	0	10	0	0	1	0
Friday Storytime	12/23/2016	6	0	13	0	0	1	0
Friday Storytime	12/30/2016	4	0	7	0	0	1	0
No School Friday	12/23/2016	5	0	12	0	0	1	0
No School Friday	12/30/2016	4	0	12	0	0	1	0
Book Worms (2nd and 3rd Graders)Beverly Cleary Choice	n/2							
Award Books	n/a							
TOTAL		110	0	179	0	0	15	0
TEENS								
Anime Night		1	14	0	0	1	0	0
TOTAL		1	14	0	0	1	0	0
FAMILY PROGRAMS								
Movie Nights								
Movie Night (cancelled- inclement weather)	12/8/2016	0	0	0	0	0	0	1
Storytimes								
Spanish Storytime (for the whole family)	12/3/2016	1	0	3	0	0	0	1
Spanish Storytime (for the whole family)	12/10/2016	2	0	2	0	0	0	1
Spanish Storytime (for the whole family)	12/17/2016	2	0	3	0	0	0	1
Spanish Storytime (for the whole family)	12/31/2016	0	0	0	0	0	0	1
TOTAL		5	0	8	0	0	0	5
ADUT PROGRAMS								
Music in the Stacks								
Pickled Peppers Kitchen Band	12/10/2016	44	0	0	1	0	0	0
Book Clubs								
History Book Group	no mtg	0	0	0	1	0	0	0
Book Group -	no mtg. weather	0	0	0	1	0	0	0
General Programs								
Travel the World Slide Show	12/6/2016	8	0	0	1	0	0	0
Author Talk-Images of America: Canby, OR	12/7/2016		0	0	1	0	0	0
Crafts for Adults: Tiny Boxes	12/13/2016		0	0	1	0	0	0
Nuestros Abuelos	12/6/2016	1	0	0	1	0	0	0
Nuestros Abuelos	12/13/2016		0	0	1	0	0	0
Nuestros Abuelos	12/20/2016		0	0	1	0	0	0
Nuestros Abuelos	12/27/2016	0	0	0	1	0	0	0
Instruction Classes								
E-Reader Help	12/2/2010	-	0	0	1	0	-	0
Knitting and Crocheting	12/2/2016		0	0	1	0	0	0
Knitting and Crocheting	12/9/2016		0	0	1	0	0	0
Knitting and Crocheting	12/30/2016		0	0	1	0	0	0
Citizenship class	12/1/2016		0	0	1	0	0	0
Citizenship class	12/8/2016		0	0	1	0	0	0
Citizenship class	12/15/2016	Canceled	0	0	1	0	0	0
Citizenship class	12/22/2016	4	0		1			0
TOTAL		103	0	0	17	0	0	0
Library Tours	12/5/2016	0		14	0	0	4	
Joolin Rice's Playgroup	12/6/2016	8	0	11	0	0	1	0
Total		8	0	11	0	0	1	0
Outreach								
-		0	0	0	0	0	0	0
TOTAL		227	14	198	17	1	16	5

Canby Urban Renewal Agency Economic Development Department

TTOFCA TOFCA T

M EMORANDUM

TO:Honorable Mayor Hodson and City CouncilFROM:Jamie Stickel, Main Street ManagerTHROUGH:Rick Robinson, City Administrator

RE: CITY COUNCIL BI-MONTHLY REPORT

Main Street Updates

The following projects are funded through Urban Renewal.

Promotion

• Light Up The Night – On Friday, December 2nd, the City of Canby's Main Street program hosted the 15th annual Light Up The Night parade and tree lighting in Wait Park. The event is held on First Friday to correspond with the downtown businesses that are open late for First

Friday. The Canby public works department hangs the downtown holiday lights in the public parking lot on NW 2nd Avenue, along NW 1st Avenue, and within Wait Park. This year, 15 businesses/citizens/community groups participated in the parade – a record number for the event. Oregon Trail Pitchpipers brought their holiday voices to welcome Santa to the gazebo. Roughly 2500 people attended the festivities.



• CTV5 Roundtable – The Main Street

manager participated in a roundtable for CTV 5 as a look back to all of the great events, ideas, and happenings that occurred in 2016. The taping occurred on December 13th at Backstop Bar and Grill and is featured on CTV5, Facebook, and YouTube. Topics included both city-sponsored and community-sponsored events, new businesses that opened in 2016, and a look at all of the great ideas that came out of the last year.

Organization

• **Historic Review Board Local Register Nomination** – The City of Canby's Historic Review Board chairperson submitted an application for the former city hall to the Local Register of Historic Resources. The application was submitted on behalf of the City of Canby and will help to maintain the exterior charm and historic integrity of the City Hall, while allowing for redevelopment of the interior. City Hall was constructed in 1937 as part of a Public Works Administration



project, and its exterior is telling of the building completed at that time. The Historic Review Board reviewed and approved the application with the recommendation to the City of Canby's Planning Commission that a historic overlay zone to be added to the property. The Planning commission met on Monday, November 28th and approved the application and the historic overlay zone. On December 7th, the application went before the Canby City Council which approved the application. The second reading is scheduled for the January 4th City Council meeting. Currently the City of Canby's Local Register has three other properties listed: W.H. Bair House at 375 NW 3rd Avenue, William O. Mack House at 139 SW 2nd Avenue, and the 1st Methodist Episcopal Church at 486 NW 3rd Avenue.

 Certified Local Government Workshop – On Wednesday, November 2nd, the Main Street Manager and the City of Canby's Historic Review Board chairperson attended a Certified Local Government Workshop in Salem, Oregon. The City of Canby is a recognized Certified Local Government, which allows the city to apply for grants from the State Historic Preservation office. The next grant cycle begins in February 2017, and is an 18th month grant. The City of Canby has completed two grant cycles, which has allowed for Intensive Level Surveys, façade renderings, and a historic walking tour to name a few.

Design

• **Façade Improvement Application** - The City of Canby received a façade improvement application from Peter Hostetler on behalf of a mini storage located at 608 SW 4th Avenue. The property is within the Urban Renewal district and will include a new façade of brick, new awnings, signage, and more. The Economic Development Department will work with the Planning Department to ensure the application falls within the code and outline façade program. The application will go before the Urban Renewal Agency on January 18th.

PLANNING & DEVELOPMENT SERVICES NOVEMBER - DECEMBER BI-MONTHLY REPORT



TO:Honorable Mayor Hodson and City CouncilFROM:Bryan Brown, Planning DirectorDATE:January 9, 2017THROUGH:Rick Robinson, City Administrator

The following report provides a summary of the Planning and Development Services activities for the months of November and December, 2016. Please feel free to call departmental staff if you have questions or desire additional information about any of the listed projects or activities. This report includes planning activities, a listing of land use applications and development site plan review coordination projects for building permits.

Planning Activities

- 1. Park & Recreation Maintenance Funding Survey. The Park and Recreation Advisory Board has approved the content of the Park and Recreation Maintenance Funding Survey. This survey is a follow up to the original survey sent out in April and will be mailed to the same randomly selected residents as the original survey. Links to an online version of the survey will be posted on the City's website and Facebook page, Canby Now, and in the Canby Herald. A hardcopy version will be available at the Planning Department located in the new Civic Building. The survey will be available until February 28th. Results of the survey will be posted on the City's website, and in the Canby Herald. Upon reviewing the results of the maintenance survey, the Board will develop substantive recommendations to the Council regarding the provision and maintenance of key parks and recreation services. To date we have received 270 responses to the hard copy survey and are tabulating the results. The Park and Recreation Advisory Board will review the initial results at their January 17th meeting.
- 2. Quiet Zone. Staff is working with ODOT to finalize the cost and timeline for reconstructing the intersection of N. Elm and OR 99E in order to accommodate the turning radius required by large truck trailers. Upon finalizing the project costs and timeline Staff will work with the Governor's Regional Solutions Team representative to submit the project for funding via the Immediate Opportunity Fund program. When the improvements are completed, Staff shall move forward with the Quiet Zone application. Staff and ODOT have agreed to the cost estimates and scope of work for reconfiguring the NE corner of N Elm. Staff and ODOT are working on the project scope of work and the Immediate Opportunity Grant application. The majority of the cost estimate will qualify for grant funding.
- 3. Buildable Land Needs Study. The study will provide needed clarification as to what lands of each zone type are available to meet both housing and business needs to drive future economic opportunities and growth. The study will provide Canby with a factual basis to support planning efforts to address unmet housing needs. A Study is intended to comply with Statewide Planning Goal 10, which requires the City to plan for housing that meets identified needs within the urban growth boundary at particular price ranges and rent levels. A joint workshop with the Council and the Planning Commission is scheduled for March 15 to review the final draft study.

- 4. South Ivy Street 2016-2018 STIP Enhance Project. Design work by the County has continued. Construction planned for 2018. The project will construct sidewalks, a bike lane, and curbing on S Ivy Street from 99E south to Lee Elementary School. It includes installation of a traffic signal at the 3-leg intersection at Township Road and Ivy and will improve storm drainage in the area. In progress and on schedule.
- 5. Molalla Forest Road Master Plan Update. The City of Canby and Clackamas County are interested in finding sources of grant money to assist in funding the planning and design of this possible future recreational pathway for bikes and pedestrians which would reconnect the City of Canby to the City of Molalla, and eventually connect to the Molalla River Recreation Corridor. This section of the Molalla River has been newly designated an Oregon Scenic Waterway. The completed path would add approximately 8 miles of multiuse path to the 3+ miles currently within Canby's UGB. The State Parks Local Government Grant Program has been determined to be the best fit for updating the master plan, and the Recreational Trails Grant Program will be the best fit for construction funds. Staff is working to seek out partnerships to utilize in seeking grant funds from the above sources. If grant funds are obtained, the master plan would take about 9 months to complete. Following the adoption of the master plan the City and County partner would begin submitting grants for the first phase of the acquisition/construction of the pathway. The planning grant application shall be submitted in May. In progress and on schedule.
- 6. Dog Park. The city's park planner was given a thumbs up from the City Administrator to move forward with putting the final design touches on the plan for the dog park, iron out the volunteer maintenance plan arrangement for caring for the dog park, and who will be building the facility.
- 7. Community Development Block Grant Application for N Pine. Staff has submitted a grant application to reconstruct 2 blocks on North Pine Street. The improvements include road resurfacing, sidewalks, bike lanes and storm drainage improvements. The City is partnering with the County to acquire any ROW necessary to complete the project. This project if approved will be phase I of a 3 or 4 phased improvement project for N Pine Street. Ultimately the goal is to have all of N Pine improved to City standards at which time the City will accept jurisdiction for N Pine. This is an expensive project due to the scope of needed improvements, but the finished roadway will provide a safer and greatly enhanced experience for pedestrians, bicyclists and motorists using N Pine.
- 8. Willow Creek Wetlands Restoration. DEQ has approved the scope of work for a 2-3 yr restoration project for the city owned Willow Creek Wetlands. The City shall engage the services of the non-profit watershed group Dig In Community to spearhead the project. Dig In Community will involve students, neighbors and community groups in the restoration work. The project will begin January 2017 and be completed by August 2019. The wetlands enhancement project was initiated by the City of Canby to address DEQ 's requirements for the City of Canby.

9. Land Use Application Activity

10. Pre-Application Conference(s) Held: None

11. Land Use Applications Submitted November 1 – December 31, 2016:

CITY FILE #	APPLICANT	PROJECT	ADDRESS
FP 16-09	Kody Fordyce	Final Partition Plat	916 & 920 NW 2 nd Ave
LLA 16-09	Alan Olsen/Steve Pierce	Lot Line Adjustment	623 & 595 N Knott St
LLA 16-08	Canby URD	Lot Line Adjustment	155 NW 2 nd Ave

MLP 16-03	Brett Allee	Minor Land Partition	582 N Knight's Bridge Rd
MLP 16-04	Alan Olsen/Steve Pierce	Minor Land Partition	623 & 595 N Knott St
MOD 16-05	Zoar Lutheran Church	Move storage container	190 SW 3 rd Ave
SN 16-13	Yesco Sign	Canby Crossing Pole Sign	851 SW 1 st Ave
SN 16-14	Paul Graham	Graham Bldg Blade Signs	181 N Grant
SN 16-15	Signcraft	Los Dos Amigos signs	102 N Ivy
VAR 16-03	Allen Manuel/David Dodge	Minor Setback Variance	497 SW 3 rd Ave
ZC 16-05	Jason Bristol	Zone Change to R-2	548 N Locust

8. Pre-Construction Conference(s) Held: None

9. PC Meeting Items Reviewed:

- Consider a request for a Conditional Use Permit and Major Variance at 1440 S Ivy St, to establish a home occupation to manufacture candy and baked goods (CUP/VAR 16-02 – Scott & Teresa Sasse, Puddin River Chocolates)
- Consider a request for a Subdivision for 105 lots with a park dedication on 21.74 acres, consistent with the SE 13th Ave Development Concept Plan and R-1.5 Medium Density Residential Zone. (SUB 16-03 Timber Park, LLC)
- Consider a request for the designation of Canby City Hall, at 182 N Holly St, as a local historic landmark. (HD 16-01 Canby City Hall)

10. Site Plans Submitted for Zoning Conformance and Authorization for Release of County Building Permit November 1, 2016 through December 31, 2016:

CITY FILE #	APPLICANT	PROJECT	ADDRESS
SP 16-145	Ed Netter Construction	2 Townhomes/Poplar	450, 460 SW 3rd Ave
SP 16-144	Don James/Fowler Homes	3 Townhomes/Emerald Gardens	466, 468, 470 NE 3rd Ave
SP 16-143	T-Mobile West	Replacement Antennas	1239 SE 1st Ave
SP 16-142	Creative Home Remodeling	Patio Cover - Detached	244 SE 15th Place
SP 16-141	Will Snyder/White River Homes	SFR	860 N Ivy St
SP 16-140	Will Snyder/White River Homes	SFR	1047 N Locust
SP 16-139	Wolfer's Heating	Replace gas package unit on roof at Canby Adult Center	1250 S Ivy St
SP 16-138	Daljit Singh	Shell Gas Station Remodel	293 SW 1st Ave
SP 16-137	Curt McLeod-City of Canby	Wastewater Treatment Plant ModStorage Tank, Lab Add., Pump Station	1480 NE Territorial Rd.
SP 16-136	NJ General Contractors	Commercial TI for Cascade Pizza, Canby Square	1017 SW 1st Ave
SP 16-135	Industrial Source/Trautman Art Glass	Install Oxygen tank	2000 SE 4th Ave
SP 16-134	Cascade NW Const/Canby Rental	Roof & Beam replacement	476 NW 1st Ave

	Stafford Homes and		1246 NE 16th Ave, Lot 5 Franz
SP 16-132	Land, LLC	SFR	Meadow
	Stafford Homes and		1646 N Plum Ct, Lot 9 Franz
SP 16-131	Land, LLC	SFR	Meadow
SP 16-130	Gabe Callaway	600 sf addition	250 NE 4th St
SP 16-129	Kurt Hansen	Interior Remodel - remove wall	341 N Ivy St
			1654 N Plum Ct, Lot 8, Franz
SP 16-128	Stafford Homes	SFR	Meadow

11. Active Permit Finals by Clackamas County, November 1 – December 31, 2016

FINAL DATE	PROJECT	ADDRESS
11/1/16	Single Family Residence	1495 S Juniper St
11/9/16	Single Family Residence	165 SE 15 th PI
11/18/16	Single Family Residence	1226 NE 17 th Ave
11/22/16	Single Family Residence	1843 SE 1th Ave
11/28/16	Single Family Residence	1377 SE 11 th Ave
11/29/16	Single Family Residence	1015 NE 10 th Ave
11/30/16	Single Family Residence	1803 SE 11 th Ave
12/7/16	Single Family Residence	780 NW 10 th Ave
12/13/16	Convert Attached Garage	549 NE 10 th Ave
12/20/16	Single Family Residence	1847 SE 10 th Ave
12/20/16	Bathroom Fire Repair	713 NE 10 th Ave
12/22/16	Bedroom Addition	647 NE 21 st PI



City of Canby Bi-Monthly Report Department: Police November/December 2016

To:	The Honorable Mayor Hodson and City Council
From:	Chief Bret Smith
Through:	Rick Robinson, City Administrator
Date:	January 5, 2016

Monthly Statistics	November	December
POLICE REPORTS	1	
Crime Reports	56	66
Cleared by Arrest / Exception	31	38
Inactive / Suspended Cases	26	24
Open or Referred Cases	27	42
Non-criminal reports	28	33
TRAFFIC		
Accidents	11	13
Complaints	7	7
Traffic Citations	275	167
Traffic Crimes (DUII, Hit/Run, Elude, Reckless)	5	4
CALLS FOR SERVICE (Citizen calls to Dispatch)		
Abandoned Vehicle / Parking	31	42
Animal Complaints	16	9
Code Enforcement	29	47
False Alarms	42	58
Ordinance Violations	3	3
Traffic Stops	685	479
Total All Calls (additional categories not listed above)	1,784	1,441

All Officers Nov 9 & 16 Low Light Firearms Training CRGC

December 2016

Wallbaum	Dec 12-13	A.L.I.C.E	Monmouth, OR
All Officers	Dec 19-21	First Aid, CPR, AED	Canby Fire

Community / Department Training – Meetings for Chief Smith / Lt. Tro

- Lockdown exercise Lee School
- Capt. Jason Alexander retirement Woodburn PD
- Ribbon cutting 2nd Medic unit for Canby Fire Department
- Chaplain's Meeting Canby Fire District station
- Police Association contract negotiations meeting
- CCSO Veterans Lunch
- Mid management Lunch Clackamas County law enforcement
- Light up the Night Parade & Wait Park
- Oregon Problem Oriented Policing Conference
- Community Response Team Meeting
- Chief Rod Lucich Molalla PD
- Operation Snuggle event
- Canby Chamber Luncheon
- Recruit Officer Nelson Britton DPSST Graduation
- NavResponder Executive Team Meeting
- Tour for new members Mackenzie Architects
- Canby Adult Center lunch service Monthly
- Canby Area Chamber of Commerce Lunch Monthly
- Community Diversion Program Advisory Committee
- Weekly C800 Fire & Law Services (CCOM-Clackamas County Dispatch)
- Monthly Police Chiefs Milwaukie PD
- RegJIN Chiefs & Sheriff meeting system update
- City Holiday event
- Colene Domenech, ATF Retirement
- First Aid Training Canby Fire Dept.
- Bridging Cultures Mtg.

Canby Swim Center Report

From: Eric Laitinen, Aquatic Program Manager

Date: January 09, 2017

Re: Bi-monthly Report

The Canby Swim Center stays very busy in the winter. The Canby High School team begins practices and the Canby Gators shift into full swing. In November the Canby Gators hosted the IMX Challenge meet and in December the Animal Meet and Masters Animal Meet. Each of the youth meets brought 200 swimmers to Canby and Masters meet for adults brought in 50 swimmers. Canby High school is scheduled for five home swim meets many of the Thursdays in the winter. They were slated to begin in December but due to the ever changing weather conditions all the high school meets will be held in January and February which will prove to be challenging and eventful.

Winter is a time is when we can offer extra public swims from 1-3pm whenever school is scheduled to be out. So over winter break and we have public swims and there are usually two to four special public swims each month. In January we have two extra public swims on the 16th and 30th as those are no school days. We provide swimming lessons year round and have morning and evening public lessons throughout the winter. In February we add more class times and it builds through the summer. In November and December we help out the Canby Kiwanis food or toy drive, with free swims for a donation. The water exercise instructors; Kayla Scheafer and Charlene Wipff also taught a special class on Thanksgiving and took donations of clothing for the Canby Center instead of admission. This was the 2nd or third time we have run the Thanksgiving special class.

Attendance and revenue numbers have been a bit up and down this year for November and December. Revenue is down \$200 over the past two months but is up \$2,900 for the year. The Attendance was down about 200 swimmers for the two months and down 1,700 for the year so far. Overall we are doing fine. The weather has put a clamp on a few days moving swimming meets, closing a bit early or opening a bit late. For the most part we have been open through the weather but we cannot control when school meets and practices are cancelled and we try to make sure it is safe for our staff to get to and from work.

FROM : SUBJECT: DATE:

ERIC LAITINEN, AQUATIC PROGRAM MANAGER Attendance Numbers for November 2016 2017 January Report

CANBY SWIM CENTER November	ADMIT 2015	ADMIT 2016	PASS 2015	PASS 2016	TOTAL 2015	TOTAL 2016	YTD TOTAL 15-l6	YTD TOTAL 16-I7
MORNING LAP	59	64	298	353	357	417	1791	1790
ADULT RECREATION SWIM	27	21	399	421	426	442	2267	2161
MORNING WATER EXERCISE	58	81	398	442	456	523	2184	2381
PARENT/ CHILD	48	40	0	0	48	40	786	856
MORNING PUBLIC LESSONS	117	140	0	0	117	140	3980	3976
SCHOOL LESSONS	0	280	0	0	0	280	780	280
NOON LAP	79	103	263	277	342	380	1306	1335
TRIATHLON CLASS	0	0	0	0	0	0	0	0
AFTERNOON PUBLIC	133	216	12	7	145	223	2384	2383
PENGUIN CLUB	0	0	0	0	0	0	1106	996
CANBY H.S. SWIM TEAM	0	0	333	469	333	469	333	469
CANBY GATORS	0	0	1530	1342	1530	1342	4279	3293
MASTER SWIMMING	0	0	55	36	55	36	148	98
EVENING LESSONS	561	786	0	0	561	786	4619	5464
EVENING LAP SWIM	30	45	21	30	51	75	435	429
EVENING PUBLIC SWIM	125	197	13	9	138	206	2225	2325
EVENING WATER EXERCISE	66	57	43	34	109	91	641	481
ADULT LESSONS	10	16	0	0	10	16	49	38
GROUPS AND RENTALS	523	400	0	0	523	400	1784	1707
OUTREACH SWIMMING	0	0	0	0	0	0	449	321
TOTAL ATTENDANCE	1,836	2,446	3,365	3,420	5,201	5,866	31546	30783

FROM : SUBJECT:

DATE:

ERIC LAITINEN, AQUATIC PROGRAM MANAGER Attendance Numbers for December 2016

2017 January Report

CANBY SWIM CENTER	ADMIT	ADMIT	PASS	PASS	TOTAL	TOTAL	YTD TOTAL	YTD TOTAL
December	2015	2016	2015	2016	2015	2016	15-16	16-17
MORNING LAP	52	37	337	289	389	326	2180	2116
ADULT RECREATION SWIM	18	15	432	378	450	393	2717	2554
MORNING WATER EXERCISE	47	42	411	345	458	387	2642	2768
PARENT/ CHILD	0	0	0	0	0	0	786	856
MORNING PUBLIC LESSONS	95	70	0	0	95	70	4075	4046
SCHOOL LESSONS	0	0	0	0	0	0	780	280
NOON LAP	70	93	291	267	361	360	1667	1695
TRIATHLON CLASS	0	0	0	0	0	0	0	0
AFTERNOON PUBLIC	250	262	5	32	255	294	2639	2677
PENGUIN CLUB	0	0	0	0	0	0	1106	996
CANBY H.S. SWIM TEAM	0	0	845	621	845	621	1178	1090
CANBY GATORS	0	0	900	596	900	596	5179	3889
MASTER SWIMMING	0	0	106	65	106	65	254	163
EVENING LESSONS	411	261	0	0	411	261	5030	5725
EVENING LAP SWIM	31	29	5	19	36	48	471	477
EVENING PUBLIC SWIM	137	138	4	18	141	156	2366	2481
EVENING WATER EXERCISE	59	25	21	16	80	41	721	522
ADULT LESSONS	0	0	0	0	0	0	49	38
GROUPS AND RENTALS	255	224	0	0	255	224	2039	1931
OUTREACH SWIMMING	0	0	0	0	0	0	449	321
TOTAL ATTENDANCE	1,425	1,196	3,357	2,646	4,782	3,842	36328	34625



November and December, 2016 Monthly Reports

Fleet Service – Joe Witt Parks Department – Jeff Snyder Public Works – Jerry Nelzen

Fleet Services

Bi-Monthly Report : November / December 2016 Prepared by Joe Witt, Lead Mechanic

	NC	ovember 2016			
Department	Work Orders	Labor Cost	Material Cost	Fuel Cost	Total Cost
Administration	2	\$442.50	\$14.50	\$0.00	\$457.00
Adult Center	1	\$461.25	\$60.53	\$310.92	\$832.70
Collections	2	\$491.25	\$324.23	\$157.31	\$972.79
Facilities	1	\$116.25	\$0.00	\$93.00	\$209.25
Fleet Service	0	\$0.00	\$0.00	\$0.00	\$0.00
Parks	2	\$806.25	\$45.87	\$370.71	\$1,222.83
Police	16	\$7,541.25	\$2,706.60	\$3,388.73	\$13,636.58
Streets	7	\$2,377.50	\$2,952.12	\$1,505.78	\$6,835.40
Transit (CAT)	23	\$13,563.45	\$7,827.94	\$3,252.93	\$24,644.32
Wastewater Treatment	3	\$401.25	\$127.90	\$41.14	\$570.29
Total Work Orders Processed for the Month	57		Totals*		\$49,381.16

November 2016

*Total includes labor, materials and fuel for all departments:

	De	cemper 2010			
Department	Work Orders	Labor Cost	Material Cost	Fuel Cost	Total Cost
Administration	1	\$90.00	\$0.00	\$0.00	\$90.00
Adult Center	2	\$363.75	\$392.66	\$132.97	\$889.38
Collections	3	\$1,383.75	\$0.00	\$106.14	\$1,489.89
Facilities	2	\$127.50	\$766.03	\$65.98	\$959.51
Fleet Service	0	\$0.00	\$0.00	\$0.00	\$0.00
Parks	4	\$832.50	\$1,574.82	\$145.70	\$2,553.02
Police	30	\$9,483.75	\$4,534.48	\$1,889.75	\$15,907.98
Streets	11	\$3,480.00	\$1,275.89	\$1,086.52	\$5,842.41
Transit (CAT)	32	\$10,839.25	\$8,082.81	\$2,291.43	\$21,213.49
Wastewater Treatment	5	\$562.50	\$407.23	\$0.00	\$969.73
Total Work Orders					
Processed for the Month	90		Totals*		\$49,915.41

December 2016

*Total includes labor, materials and fuel for all departments:

Fleet Service Highlights

Fleet Service working with other City Departments kept the City's vehicles and equipment on the road performing their duties. Note: December 2016 Fuel Cost Total is for the First part of December: 12-1-16 thru 12-15-16.

Parks Maintenance By Jeff Snyder, Parks Maintenance Lead Worker November – December 2016

Park Renovations

The custom designed steel poles at the Wait Park Gazebo received a primer coat just before the Christmas decoration were installed.

Just-Serve descended into Community Park yet again on November the 12th. 30 volunteers worked 3.5 hours in the pouring down rain and removed 16 yards of debris. Just-Serve produced another 105 volunteer hrs. for the City of Canby.

Beaverton Scout troop 685 performed 80 hrs. of service at Community Park. The troop was at the A-frame on November the 18th 19th and 20th. Forty volunteers removed 8 yards of debris during that weekend.

Park Maintenance

The growing season historically ends in the first part of November. This year mowing was being performed late into December. Needless to say weed spraying season was also extended due to the extended growing season. Leaf season did end a few weeks earlier than normal, we had the majority of the sites cleaned up before the holiday season. All of the cities restrooms, fountains and irrigation systems were winterized before the freezing weather set in. Playground repairs were addressed as found. Building maintenance issues, gutter cleaning, lighting repairs, time clock adjustments, snow and ice removal were addressed as needed. Staff has also been occupied with storm debris removal, tree trimming and has just started on the shrub bed cleanup. We breached beaver dams in the 19th Loop/Willow Creek wetlands a couple of time in the last two months.

The Parks Department spent 2 hours ad dressing graffiti and vandalism the last two months. Regular maintenance was **not** performed at the 33 areas the Parks Department is responsible for, the Adult Center, Arneson Gardens Horticultural Park, Baker Prairie Cemetery, City Hall, Community Park (River), CPIP sign, Disc Golf Park, Eco Park natural area, Faist V property, Holly & Territorial welcome sign property, Hulbert's welcome sign property, Klohe Fountain, South Locust Street Park, Logging Road Trail and Fish Eddy/Log Boom property, Maple Street Park, Nineteenth Loop Natural area, Northwood Estates Park, Police Department landscaping, Simnitt Property, Skate Park, Shop Ground, Swim Center, Legacy Park, Territorial Estates Future CLC Park, Finance Building, Transit Bus Stop, Triangle Park, Vietnam Era Veterans Memorial, Wait Park & Willow Creek Wetlands, Knights Bridge right of way and WWTP property.

Meetings attended

We attended the cities employee appreciation Holiday luncheon. I met with Mr. Robinson regarding the trees at Baker Prairie Cemetery.

For your Information

The Christmas tree recycling signs were once again set up at Maple St. Park in the North parking lot. We will stop accepting trees on the 10th of January.

We all had our annual hearing test.

The Parks Department is responsible for 215 acres of property.

Please see attached park maintenance actual hours for the months of November and December. Hours are based on number of employee's (each day) x 7.5hrs.

Bi-Monthly Reports November and December 2016 Page 2

Parks Department	Nov	vem	ber	201	6 A	ctua	l Ho	ours																								Total
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
Adult Center														0.5	###		1.0	1.0														17.5
Arneson Gardens	2.0						2.0			0.5				1.0							1.0		0.5					1.0				8.0
Baker Prairie Cem.																												1.0	###			23.0
City Hall-old																1.0																1.0
Community Park	2.0	7.5	###	2.0			2.0	8.0	###	4.0				5.0		2.0	1.0				2.0		1.0					2.0				81.5
CPIP Sign Property																																0.0
Disc Golf Course																					1.0											1.0
Eco Park				0.5			0.5			1.0				0.5		0.5	1.0				0.5		0.5					1.0				6.0
Faist V (5)																																0.0
Finance Landscape																																0.0
Holly-Territorial Sign																																0.0
Hulberts-sign property																																0.0
Klohe Fountain																												0.5				0.5
Library																																0.0
Legacy Park	1.0			3.0			2.0			3.0				3.0	7.5	3.0		1.0			2.0		1.0					1.0				27.5
S. Locust Park	1.0			1.5			7.0	8.0		1.0													1.0					1.0				20.5
Logging Rd. Path	1.5						2.0			6.0				5.0		5.0	1.0				1.0											21.5
Fish Eddy-Log Boom							0.5			1.0											0.5							0.5				2.5
Maple St. Park	2.0			3.0			2.0	9.0		3.0				3.0		3.0	1.0	3.0			2.0	6.5	###					2.0				52.5
19th Loop										4.0				3.0																		7.0
Northwood Park	2.0			0.5			1.0			1.0				1.0		1.0		1.5			0.5		1.0					1.0				10.5
Police Department																2.0						###	0.5					0.5				19.0
Simnitt Property																																0.0
Skate Park	1.5			0.5			0.5			0.5				0.5			2.0				0.5		0.5					0.5				7.0
Shop complex																																0.0
Swim Center																		1.0														1.0
Territorial-CLC Prop.																																0.0
Transit Bus stop				1.0			2.0			0.5				1.0		2.0		0.5			1.0		0.5					1.0				9.5
Triangle Park	1.0																	1.0														2.0
Wait Park	###	###		###			6.0		###	2.5				3.0			###	3.0			2.0		2.0					2.0	0.5	###		105.5
Veterans Memorial				0.5			0.5									2.0		1.0														4.0
Knights Brdg.												N	F	BI-M	onth	y Re Jece	ports	10	6													1.0
WWTP property												14	oven	1001	Pag	e 3	inoei	201														0.0
Administration	6.0						2.0	1.0	2.0	2.0				0.5		1.0		1.0			1.0		1.0							0.5		18.0
																												Mo	nthl	y To	otal	447.5

Parks Department	Dec	em	ber :	201	6 <u>A</u> c	etua	l H0	urs																								Total
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
Adult Center																1.0																1.0
Arneson Gardens		0.5										2.0		3.0		0.5			1.0		7.0	0.5					0.5					15.0
Baker Prairie Cem.																																0.0
City Hall-old																																0.0
Community Park	9.5	3.0			3.5	4.0	5.0	2.0	3.0			3.0	###	1.5	2.0	3.0			2.0			3.0					2.0		1.0	3.0		66.0
CPIP Sign Property																																0.0
Disc Golf Course								1.0																								1.0
Eco Park		0.5			0.5							0.5				0.5			0.5	3.5		0.5					0.5					7.0
Faist V (5)																																0.0
Finance Landscape																																0.0
Holly-Territorial Sign																				3.0												3.0
Hulberts-sign property																														1.0		1.0
Klohe Fountain																					4.0											4.0
Library																																0.0
Legacy Park		2.0			3.0		2.0	1.0	3.0					1.0	1.0	2.0			1.0			2.0					1.0	###		0.5		33.5
S. Locust Park		3.0			2.0	3.0	3.0	1.0				3.0			1.0	3.0			2.5			3.0					1.0		###	0.5		36.0
Logging Rd. Path		1.0						3.0				2.0				1.0			3.0	6.5		3.0					1.5					21.0
Fish Eddy-Log Boom					1.0														0.5								0.5		3.0			5.0
Maple St. Park		4.0			1.0		5.0		3.0			4.0		1.0	2.0	4.0			2.0	3.0		2.0					3.0		1.0	1.0		36.0
19th Loop	###								6.5																							18.5
Northwood Park		1.0			1.0				1.0			1.0				1.0			0.5			1.0					0.5			0.5		7.5
Police Department															2.0																	2.0
Simnitt Property																																0.0
Skate Park		0.5			0.5				1.0			0.5				0.5			1.0			0.5					0.5			0.5		5.5
Shop complex																																0.0
Swim Center														9.0																		9.0
Territorial-CLC Prop.																																0.0
Transit Bus stop		1.0			1.0				1.0			1.0				1.0			1.0		###	1.0					1.0					18.5
Triangle Park														6.0																		6.0
Wait Park		5.0			4.0	###	7.0	1.0	3.0			4.0			2.0	4.0			4.0	5.5		4.0					2.0			4.0		64.5
Veterans Memorial																														3.0		3.0
Knights Brdg.												N					ports mber		6													0.0
WWTP property												14			Pag	e 4	nioei	201														0.0
Administration	1.0	1.0			2.5	0.5	0.5	6.0	1.0			1.5	7.0	1.0		1.0			2.0	1.0	1.0	2.0					1.0	1.0		1.0		37.0
																												Mo	nth	y To	otal	401.0

<u>PUBLIC WORKS DEPARTMENT</u> For Months of: November and December 2016 Prepared by: Jerry Nelzen

1. Streets:

The crew received and located 108 locates for November.

Streets	Total Hours
Street Sweeping	149
Street Maintenance	340
Driveway/Sidewalk Inspections	4
Street Sign Manufacturing	21
Street Sign Installation	10
NW 1 st Ave Landscape	14
NW 2 nd Ave Landscape	10
Landscape Assistance Worker	14
Erosion Control	19
Dump Truck	7
Vactor Usage	6
Mini Excavator	15

2. Sewer and Storm System:

Sewer	Total Hours
Sewer TV'ing	1
Sewer Cleaning	21
Sewer Maintenance/Repair	21
Locating Utilities	42
Lift Station Maintenance	19
Drying Beds	8
Vactor Usage	4
Storm	
Drywell Maintenance	2
Storm Line Maintenance/Repair	14
Drying Beds	7

3. Street Trees/Lights:

Street Trees/Lights	Total Hours
Tree Trimming/Removal	5
Street Light Repair	38

4. Facility Maintenance

Facilities	Total Work Orders	Total Hours
Adult Center		
City Hall	3	2.5
Courts		
Economic Development		
Finance		
Fleet		
IT/Tech Services	2	2.5
Library	7	11
Planning		
Police	4	12
Pool		
Shops	2	2.5
Transit	2	1.5
WWTP		
Assisting with Facilities		138

5. Cemetery

Cemetery	Total Hours
	82

6. Miscellaneous:

Miscellaneous	Total Hours
Meetings	7
Warehouse	1
Equipment Cleaning	4
Work Orders	3
Light The Night	169

December 2016

1. Streets:

The crew received and located 76 locates for December.

Streets	Total Hours
Street Sweeping	23
Street Sweeper Maintenance	0
Street Maintenance	416.5
Street Sign Manufacturing	10
Street Sign Maintenance	3
Street Sign Installation	1
NW 1 st Avenue Landscape	16
NW 2 nd Avenue Landscape	4
Cinema Parking Lot Landscape	4
Landscape Assistance	12
Mini Excavator	1
Dump Truck	5

2. Sewer and Storm System:

Sewer	Total Hours
Sewer TV'ing	6
Sewer Cleaning	10
Sewer Main/Lateral Repairs	30
Lift Station Maintenance	17
Locating Utilities	26
Storm	
Catch Basin Maintenance	28
Storm Line Maintenance/Repair	205.5
Storm Line Inspections	1
Erosion	14

3. Street Trees/Lights:

Street Trees/Lights	Total Hours
Tree Trimming/Removal	3
Street Light Repair	19

4. Facility Maintenance

Facilities	Total Work Orders	Total Hours
Adult Center	0	0
City Hall	7	9
Courts	0	0
Economic Development	0	0
Finance	0	0
Fleet	0	0
IT/Tech Services	3	3
Library	8	10.5
Planning	0	0
Police	3	8
Pool	0	0
Shops	2	5
Transit	4	4.5
WWTP	0	0
Other/Facilities		135

5. Cemetery

Cemetery	Total Hours
	30

6. Miscellaneous:

Miscellaneous	Total Hours
Meetings	12
Plan Preview for Subdivisions	1
Equipment Cleaning	10
Training/School	
Other	28
Wait Park "Light the Night	28
Redwood Storm System Phase 3	205.5

Tech Services Department Bi-Monthly Report for November/December, 2016

From: Amanda Zeiber Prepared By: Bryce Frazell Date: January 8, 2017

KEY

Sessions (total number of sessions to your site)

Users (total number of unique users to your site - unduplicated visits)

Pageviews (total number of pages viewed on your site – repeated views of a single page are counted)

Pages per Session (average number of pages viewed per session - repeated views of a single page are counted)

Average Session Duration (average session length of all users)

Bounce Rate (percent of single-page sessions – visits in which a person left your site from the entrance page)

New Sessions/Users (percent of total users who came your site for the first time)

Google Analytics Summary Report: November and December 2016

Audience Overview	November	December
Sessions (site visits)	9,747	9,583
Users/unique visitors	5,643	5,572
Page Views	16,568	16,944
Pages per Session	1.7	1.77
Average Session Duration	54 seconds	1 min 1 second
Bounce Rate (% of single-page visits)	71.21%	66.27%
New Sessions/Users	50.65%	50.62%

Site visit numbers are back to more "normal" ranges after the move to new City Offices and domain name change from ci.canby.or.us to canbyoregon.gov

<u>New Vs. Returning Visitors</u>	<u>November</u>	<u>December</u>
New	50.65%	50.63%
Returning	49.35%	49.37%
Browser & Operating System	<u>Nov - Top 5 Browers</u> Google Chrome 48.37% Safari 25.26%	<u>Dec - Top 5 Browsers:</u> Google Chrome 49.37% Safari 24.31%

Internet Explorer 13.39%

Mozilla Firefox 7.21%

Microsoft Edge 3.29% Microsoft Edge 3.43% Top 4 Browsers still in same ranking order since February 2015. Google Chrome continues to lead by a significant percentage that has continued to slowly increase over the rest

Internet Explorer 13.66%

Mozilla Firefox 7.39%

Overview (Technology)	<u>November</u>	December
Desktop	60.80%	56.41%
Mobile	33.78%	37.63%
Tablet	5.42%	5.96%

Desktop Computers and Mobile Phones continue to lead when accessing the website.

Mobile Devices (top 3)	<u>November</u>	December
	iPhone 45.33%	iPhone 39.67%
	iPad 9.95%	iPad 9.46%
	Samsung Galaxy S5 3.25%	Not Set 2.73%

Same top 2 mobile devices for the past year. Gray section of pie charts is "all others"

Landing Pages (top 5)	<u>November</u>	December
	Home Page (Index)	Home Page (Index)
	Job Openings	Transit Home Page
	Swim Center Home Page	Job Openings
	Transit Routes	Transit Routes
	Transit Home Page	Swim Center Home Page
	Development Services	Court

Top 5 visited pages stays pretty consistent with rankings changing occasionally

November 2016



[%] New Sessions

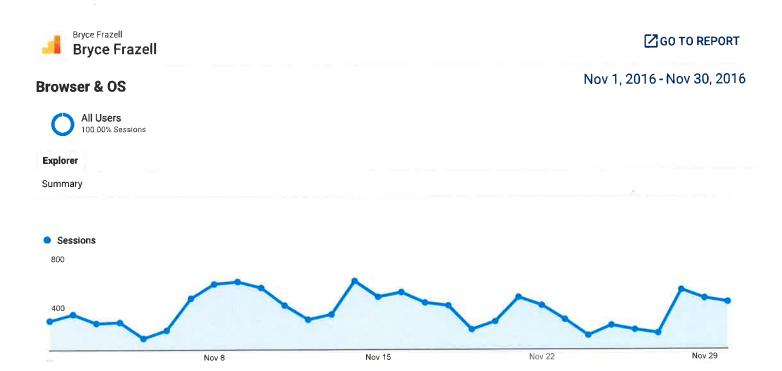
50.65%

	Language	Sessions	% Sessions	
1,	en-us	9,219	ł	94,58%
2.	ru	128	1.31%	
3.	Secret.coogle.com You are invited! Enter only with this ticket URL, Copy it, Vote for Trump!	107	1.10%	
4.	(not set)	100	1.03%	
5.	ru-ru	41	0.42%	
6.	en-gb	28	0.29%	
7.	es-419	18	0.18%	
8.	es-xl	15	0.15%	
9.	en-au	12	0.12%	
10). en	10	0_10%	

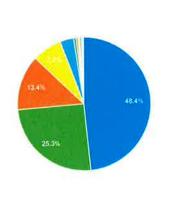


© 2017 Google

Rows 1 - 2 of 2



Browser	Sessions 🗸	Sessions
	9,747 % of Total: 100.00% (9,747)	9,747 % of Total: 100.00% (9,747)
1. Chrome	4,715	48.37%
2. Safari	2,462	25.26%
3. 📕 Internet Explorer	1,305	13.39%
4. 🗧 Firefox	703	7.21%
5. Edge	321	3.29%
6. acogle.com	61	0.63%
7. VaBrowser	47	0.48%
8. 🦰 Amazon Silk	39	0.40%
9. Android Browser	39	0.40%
10. Opera	23	0.24%



Contribution to total: Sessions

Rows 1 - 10 of 15

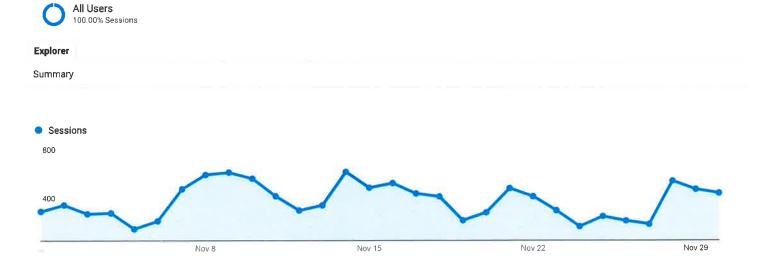
1-



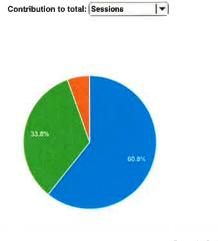
GO TO REPORT

Overview

Nov 1, 2016 - Nov 30, 2016



Device Category	Sessions 💌	Sessions
	9,747 % of Total: 100,00% (9,747)	9,747 % of Total: 100.00% (9,747)
1. 🗖 desktop	5,926	60.80%
2. 📕 mobile	3,293	33.78%
3. 📕 tablet	528	5.42%



Rows 1 - 3 of 3

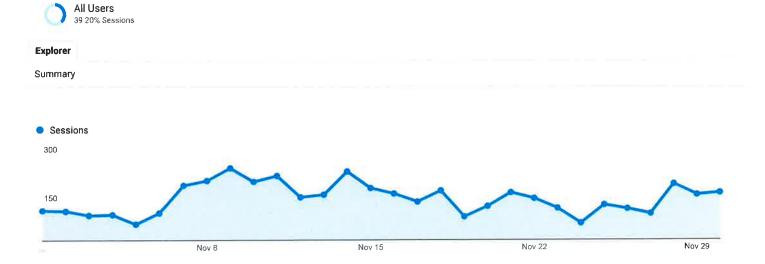


GO TO REPORT

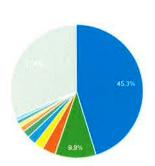
Devices

Nov 1, 2016 - Nov 30, 2016

-



Mobile Device Info	Sessions	Sessions
	3,821 % of Tolal: 39,20% (9,747)	3,821 % of Total: 39.20% (9,747)
1. 🗖 Apple iPhone	1,732	45.33%
2. 📕 Apple iPad	380	9.95%
3. Samsung SM-G900V Galaxy S5	124	3.25%
4. Samsung SM-G920V Galaxy S6	85	2.22%
5. Samsung SM-G930V Galaxy S7	84	2.20%
6. 🔳 (not set)	67	1.75%
7, Samsung SM-N920V Galaxy Note 5	48	1.26%
8. Samsung SM-G900A Galaxy S5	35	0.92%
9. Microsoft Xbox One	34	0.89%
10. Motorola XT1254 Droid Turbo	34	0.89%



Contribution to total: Sessions

Rows 1 - 10 of 275

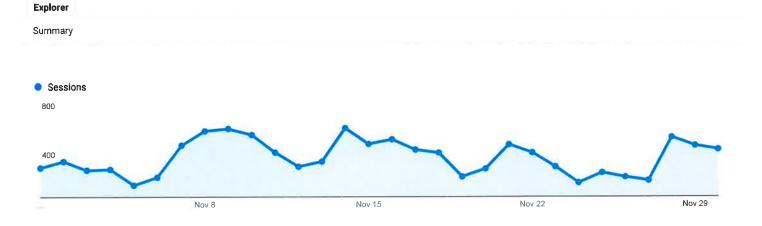


GO TO REPORT

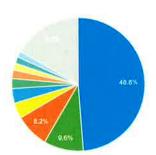
Landing Pages

All Users 100 00% Entrances Nov 1, 2016 - Nov 30, 2016

-



Landing Page	Sessions 🔍	Sessions
	9,747 % of Total: 100.00% (9,747)	9,747 % of Total: 100.00% (9,747)
1. 📕 / Index htm	4,758	48.82%
2. Jobs/jobopenings.htm	937	9.61%
3. Departments/swim/swim center.htm	800	8.21%
4. – /transportation/routes.htm	375	3.85%
5. /transportation/CAThome page.htm	344	3.53%
/Departments/develop_se6. rvices/development_serv. htm	234	2.40%
7. /CityGovernment/council/ council_members.htm	201	2.06%
8. /cityservices/citydirectory. htm	166	1.70%
9. /Departments/court/court. htm	158	1.62%
10. /CityGovernment/council minutes_agenda.htm	136	1.40%



Contribution to total: Sessions

Rows 1 - 10 of 105

December 2016



% New Sessions

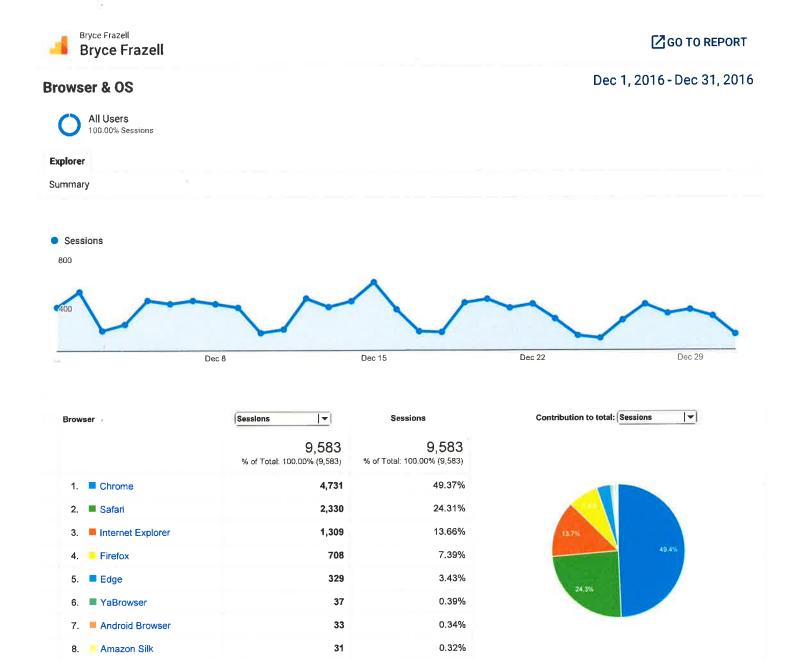
50.62%

	Language	Sessions	% Sessions
1.	en-us	9,195	95.95%
2.	ru	84	0.88%
3.	(not set)	60	0.63%
4.	en-gb	52	0.54%
5.	ru-ru	44	0.46%
6.	es-419	33	0.34%
7.	Secret.coogle.com You are invited! Enter only with this ticket URL. Copy it. Vote for Trump!	17	0.18%
8.	es-us	11	0.11%
9.		8	0.08%
1(). zh-cn	8	0.08%



© 2017 Google

Rows 1 - 2 of 2



Rows 1 - 10 of 17

© 2017 Google

29

23

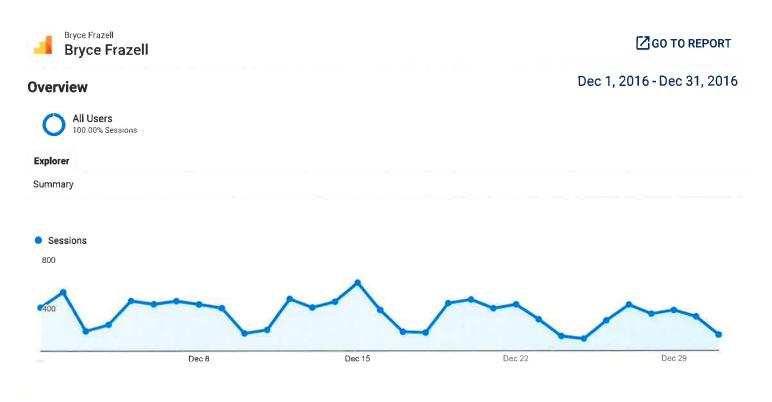
Opera

10. 💻 Safari (in-app)

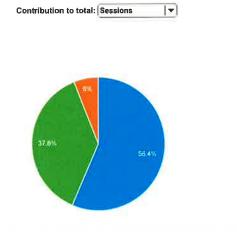
9.

0.30%

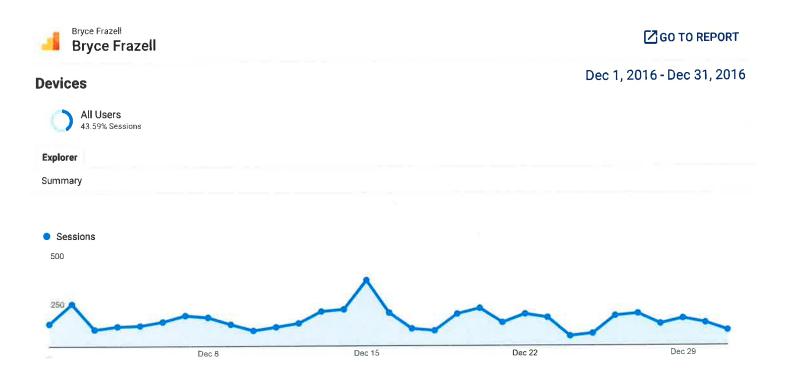
0.24%



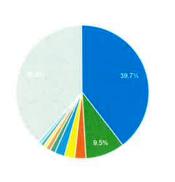
Sessions V Sessions		
9,583	9,583	
% of Total: 100.00% (9,583)	% of Total: 100.00% (9,583)	
5,406	56.41%	
3,606	37.63%	
571	5.96%	
	9,583 % of Total: 100.00% (9,583) 5,406 3,606	



Rows 1 - 3 of 3



Mobile Device Info	Sessions	Sessions
	4,177 % of Total: 43,59% (9,583)	4,177 % of Total: 43,59% (9,583)
1. 📕 Apple iPhone	1,657	39.67%
2. Apple iPad	395	9.46%
3. 📕 (not set)	114	2.73%
4. Samsung SM-G930V Galaxy S7	106	2.54%
5. Samsung SM-G900V Galaxy S5	100	2.39%
6. Samsung SM-G920V Galaxy S6	54	1.29%
7. Samsung SM-N920V Galaxy Note 5	43	1.03%
8. Alcatel 5054N One Touch Fierce XL	37	0.89%
9. Samsung SM-G935F Galaxy S7 Edge	32	0.77%
10. Samsung SM-N910V Galaxy Note 4	32	0.77%



Contribution to total: Sessions

Rows 1 - 10 of 281



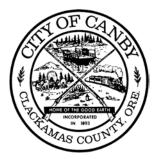
Landing Pages

Dec 1, 2016 - Dec 31, 2016



Rows 1 - 10 of 104

City of Canby Bi-Monthly Report Department: Transit



For: the months of November and December, 2016 Date: January 9, 2016 Prepared by: Julie Wehling Through: Rick Robinson, City Administrator

1) Grant Funding and Contracts:

- a) Monthly Elderly and Disabled transportation reports were submitted to TriMet.
- b) Contract 17-0814 from TriMet was executed on November 29, 2016. This grant contract will cover matching funds for a replacement vehicle (\$14,378) and also \$40,307 of the cost of an onboard surveillance camera system for the CAT fleet.
- c) In early January, grant applications for the 2017-19 biennium were submitted to TriMet for \$252,865 (\$126,432.50) in State STF Formula funding for Dial-A-Ride operations. During the same process applications for Federal 5310 funding were submitted as follows: \$136,414 (\$68,207 annually) in Preventive Maintenance funding; \$111,197 (\$55,598 annually) in operating funding; and \$236,888 for replacement of 2 Dial-A-Ride buses. The Special Transportation Fund Advisory Committee (STFAC) will score the applications according to priority on February 10th. In May the Oregon Transportation Commission (OTC) will give final approval for this funding.
- d) The ODOT Quarterly Report was submitted in November.
- e) The National Transit Database (NTD) Report was submitted via the official website in December. It is awaiting a review by ODOT's Rail and Public Transit Division.
- f) The Disadvantage Business Enterprise (DBE) report was submitted to ODOT November 22nd.

2) <u>Ridership:</u>

Year to date for total ridership was down by 14.36 percent as compared to the previous fiscal year. During this report period CAT provided:

- a) 6,428 rides in November (11.18% fewer than November of 2015).
 - 1,279 demand responsive rides (Shopping Shuttle & Dial-A-Ride). This is 7.95% fewer than were provided during November of 2015.
 - 3,771 to Oregon City (17 % fewer rides than November of 2015).
 - 1,378 to Woodburn (7.82 % fewer rides than November of 2015)

- b) 5,335 rides in December (25.43 % fewer rides than December of 2015).
 - 1,176 demand responsive rides (Shopping Shuttle & Dial-A-Ride). This is 15.09 % fewer rides than were provided during December of 2015.
 - 3,081 to Oregon City (29.09 % fewer rides than December of 2015).
 - 1,078 to Woodburn (23.87 % fewer rides than December of 2015).

The reasons for the decrease in ridership remains challenging to identify. During this period the rides on the Shopping Shuttle and same-day rides are up although the overall ridership has continues to slip. As noted in earlier reports the factors include: service schedule adjustments, the Route 99 name change, TriMet's changes associated with the new Orange Line MAX, and the closure of two supported employment sites in Oregon City. Other transportation providers across the state are also experiencing ridership dips and point to lower gas prices. During December we can also point to the bad weather as a cause for ridership decline.

Updates:

- a) The Rider of the Month for November was Marian McDonald. The December rider of the month was Rita Van Wyk. Both riders got a free bus pass and other goodies.
- b) In November and December we provided 288 same day rides on a space available basis.
- c) On November 8th Jarrett Walker + Associates led a transit service design discussion with City and Transit Department staff in preparation for drafting a Choices Report which will be presented to the City Council, the Transit Advisory Committee, the Planning Commission and a diverse group of community members and stakeholders for comment over the next few months.
- d) On December 14, 2016 the City signed the final escrow papers for the CAT bus yard property.
- e) On December 19th CAT held its 4th annual Holiday Light Tour and Customer Open House. Attendance was down due to illness although those who attended had a wonderful time.

4) Collisions and Incidents

- a) There was an incident involving a bus and a pedestrian on November 22nd. On December 22nd a bus was rear-ended. There was no damage to the bus.
- 5) <u>Events Attended:</u> City staff, contractors and/or volunteers represented CAT or participated in activities and trainings in the following venues:
 - a) On October 31st Julie Wehling attended a meeting of the Clackamas County Region 1 ACT members in Oregon City.
 - b) On November 3rd Julie Wehling attended the C4 meeting in Oregon City.

- c) On November 8th Julie Wehling, Nancy Muller, Kristie Chilcote and other City staff attended a Transit Service Design meeting Regarding the Transit Master Plan conducted by Jarrett Walker + Associates.
- d) On November 14th Julie Wehling attended the Region 1 ACT meeting in Portland.
- e) On November 17th Julie Wehling attended a working group meeting of the Special Transportation Fund Advisory Committee (STFAC).
- f) On November 17th the Transit Advisory Committee held their regular meeting. The December meeting was cancelled in lieu of the December 19th Customer Open House.
- g) On November 22nd Julie Wehling attended a meeting with Salem Keizer Transit staff regarding a joint grant to study transit service along the Highway 99E corridor.
- h) On November 28th Julie Wehling attended a working group meeting of the Special Transportation Fund Advisory Committee (STFAC) members and Transit Providers at TriMet in Portland.
- i) On December 2nd Julie Wehling attended the Kick-Off meeting of the Special Transportation Fund Advisory Committee (STFAC) for the upcoming funding process.
- j) On December 15th and 16th Julie Wehling participated in conference call meetings with Jarrett Walker + Associates staff regarding the Transit Master Plan and also the upcoming service provider Request for Proposal (RFP) design.



City of Canby Bi-Monthly Report Department: Wastewater Treatment Plant For Months of: November & December 2016

To:The Honorable Mayor Hodson & City CouncilFrom:Dave Conner, Lead OperatorThrough:Rick Robinson, City AdministratorDate:January 3, 2017

Facility Operations & Maintenance

The water quality for the months of November and December remain excellent with no violations. Plant Operators continue daily process control and operations of the plant to maintain NPDES permit compliance. The new CIP (Sludge Storage Tank) construction project should break ground this month.

The list below highlights a few of the tasks completed since the last bi-monthly report.

- Load bank testing completed on both 250KW and 750 KW generators.
- Concrete structures and sidewalks treated and cleaned.
- Semi Annual HVAC maintenance completed.
- Process water motor and aeration basin recirculation pump repaired and back in inventory.
- Completed winterizing of buildings and plant equipment.
- Repaired ballast, photo cells and lights throughout treatment plant.
- Parts ordered for pumps, plant buildings, ext. lighting and UV system.
- Updated some additional SCADA programing.
- Tested SCADA alarms for plant equipment.
- Pumped rain water out, cleaned ponds and stabilized sludge cells.
- PW vactored out two manholes in treatment plant parking lot.
- Changed out hydrated lime hose from silo to primary clarifier.
- Pulled old drain pipes from both North and South ponds.
- Rotschy Construction repaired damaged solids building roll up door.
- Daily plant check, lab, and process control.
- Routine daily maintenance, repairs, and cleaning of plant.

Biosolids Program:

- Belt ran 12 days in November.
- 5 load to Heard Farms, 137 wet tons.
- Belt ran 13 days in December.
- 6 loads to Heard Farms, 169 wet tons.

Pretreatment Inspection/Reporting, FOG Program

November

- Pump Outs: 26
- Inspections: 4 fog, 4 pretreatment

December

- Pump Outs: 15
- Inspections: 7 fog, 1 pretreatment rescheduled

Pretreatment Activities

- Reviewed November/December Business License renewals.
- Evaluated the impact on the treatment plant from new prospective businesses.
- Met with representatives from new prospective business to discuss pretreatment capabilities.
- Conducted inspection and addressed FOG impacts at Ebner's Meats with Store manager and follow up with store owner. Required BMP's to lower FOG and required a three month cleaning schedule.
- Received confirmation/authorization from DEQ to make proposed modifications (based on my evaluations/inspections) to Johnson Controls Wastewater Discharge Permit.
- Conducted pretreatment inspections at SR Smith, Willamette Plastics, Johnson Controls & Kahuts Waste Services
- Conducted FOG inspections at Ebner's Meats, KFC/A&W, FOB Taproom, Golden Dragon, Safeway, Fred Meyer, Pudding River Chocolates, Dairy Queen, Thai Dish & Panda Express.
- Authorized with stipulations a special request batch discharge from SR Smith to the treatment plant.
- Completion of post inspection reports for inspected companies.
- Development of Fact Sheets for each company inspected with detailed pretreatment information, diagrams and photographs.
- Implementation of BMP's for Kahuts Waste Service to ensure environmental compliance with the waste water discharge at the facility.
- Modified and updated Environmental Survey from two separate versions into one.

- Updated spreadsheet for FOG inspections and pump outs to monitor and ensure compliance.
- Contacted owner of Golden Dragon to require an increased frequency for cleaning the interceptor.
- VP of NW Taco Bell has agreed to replace the grease trap in 2017 during store remodel.
- Received confirmation from Dutch Bros. that required repairs to the grease interceptor and an increased cleaning frequency have been initiated.
- Review of 2015 Annual Report and the start of the 2016 Annual Report to DEQ.

Daily Lab Activity

- Routine daily/weekly lab procedures, process control and permit testing.
- Perform weekly aeration basin PH and dissolved oxygen probe checks/calibration.
- Completed Quanti-Cult Test for Colilert powder QA/QC.
- Changed out E-pure cartridges for DI Water System.
- Completed Johnson Controls Sampling.
- Updating lab bench sheet forms.
- Organizing lab files.
- Working with Daryll on FOG/Pretreatment Program.

Meetings and Training Attended

These meetings, conference's or training were completed by either one or more of the wastewater treatment plant personnel Dave Conner, Bob Wengert, Dave Frahm, Jon Patrick or Daryll Hughes.

- Daily staff and operations meeting.
- Biosolids Recycled Water committee meeting.
- Completed required in-house training.
- Preconstruction meeting.
- Annual Hearing Test.
- Water Quality Committee meeting.
- City Safety Committee Meeting.