

AGENDA

CANBY CITY COUNCIL MEETING November 2, 2016 7:30 PM Council Chambers 222 NE 2nd Avenue, 1st Floor

Mayor Brian Hodson

Council President Tim Dale Councilor Clint Coleman Councilor Tracie Heidt Councilor Traci Hensley Councilor Greg Parker Councilor Todd Rocha

CITY COUNCIL MEETING

- 1. CALL TO ORDER 6:00 PM Willow Creek Conference Room The Council will immediately go into Executive Session with the Regular Session following at 7:30 PM in the Council Chambers
- 2. **EXECUTIVE SESSION:** ORS 192.660(2)(i) Performance Evaluation of Public Officer
- 3. OPENING CEREMONIES 7:30 PM Council Chambers
 - A. Invocation
 - B. Pledge of Allegiance
 - C. Presentation to Councilor Todd Rocha
 - D. Swearing In of New City Councilor
- 4. COMMUNICATIONS
- 5. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

(This is an opportunity for audience members to address the City Council on items not on the agenda. Each person will be given 3 minutes to speak. You are first required to fill out a testimony/comment card prior to speaking and hand it to the City Recorder. These forms are available by the sign-in podium. Staff and the City Council will make every effort to respond to questions raised during citizens input before tonight's meeting ends or as quickly as possible thereafter. For Agenda items, please fill out a testimony/comment card and give to the City Recorder noting which item you wish to speak on.)

- 6. MAYOR'S BUSINESS
- 7. COUNCILOR COMMENTS & LIAISON REPORTS
- 8. CONSENT AGENDA

(This section allows the City Council to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may be discussed if it is pulled from the consent agenda to New Business.)

A. Approval of Minutes of the October 19, 2016 City Council Regular Meeting

9. RESOLUTIONS & ORDINANCES

- A. Ord. 1449, Proclaiming Annexation into the City of Canby, Oregon 1.65 Acres of Real Property Described as Tax Lot 1800, of Section 28, T3S, R1E, WM (Assessor Tax Map 3-1E-28DD) and 0.15 Acres of NE Territorial Road Right-of-Way and Amending the Zoning from County Rural Residential Farm Forest 5-Acre (RRFF5) to City Medium Density Residential (R-1.5) and Setting the Boundaries of the Property to be Included Within the City Limit; and Approving a Development Agreement by and Between the City of Canby and John Meredith, Property Owner, for 1.65 Acres of Land (2nd Reading)
- B. Ord. 1450, Amending Canby Municipal Code Chapter 9.28 Section B Regarding
 Noise Control Standards and Definitions in the City of Canby
 Pg. 13
- C. Ord. 1451, Auth. Contract for 2017 WWTP Sludge Storage Improvements Project (To Be Published in Packet on October 31, 2016)
- D. Ord. 1452, Auth. Contract with Master Cleen, Inc. for Janitorial Services for Various City Facilities, Not to Exceed \$55,687.00 Pg. 15
- E. Ord. 1453, Auth. a Contract with Gresham Ford, Oregon; Day Wireless Systems of Salem, Oregon; Datec Inc. of Seattle, Washington; Motorola Solutions of America; MPH Industries of Owensboro, Kentucky; Hot Rod Dreamworks of Canby, Oregon and Ford Motor Credit Corp. for the Lease/Purchase of Two 2017 Ford Police Interceptors with Police Equipment Packages for the Canby Police Department; and Declaring an Emergency
- 10. NEW BUSINESS
- 11. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS
- 12. CITIZEN INPUT
- 13. ACTION REVIEW
- **14. EXECUTIVE SESSION:** ORS 192.660(2)(h) Litigation
- 15. ADJOURN

*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Kim Scheafer at 503.266.0733. A copy of this Agenda can be found on the City's web page at www.canbyoregon.gov. City Council and Planning Commission Meetings are broadcast live and can be viewed on CTV Channel 5. For a schedule of the playback times, please call 503.263.6287.

ORDINANCE NO. 1449

AN ORDINANCE, PROCLAIMING ANNEXATION INTO THE CITY OF CANBY, OREGON 1.65 ACRES OF REAL PROPERTY DESCRIBED AS TAX LOT 1800, OF SECTION 28, T3S, R1E, WM (ASSESSOR TAX MAP 3-1E-28DD) AND 0.15 ACRES OF NE TERRITORIAL ROAD RIGHT-OF-WAY AND AMENDING THE ZONING FROM COUNTY RURAL RESIDENTIAL FARM FOREST 5-ACRE (RRFF5) TO CITY MEDIUM DENSITY RESIDENTIAL (R-1.5) AND SETTING THE BOUNDARIES OF THE PROPERTY TO BE INCLUDED WITHIN THE CITY LIMIT; AND APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CANBY AND JOHN MEREDITH, PROPERTY OWNER, FOR 1.65 ACRES OF LAND.

WHEREAS, on October 19, 2016, at a public hearing the City Council of the City of Canby approved by a vote of 6-0, Annexation/Zone Change 16-04 which called for the annexation of 1.80 acres into the City of Canby. Applicant and owners of the annexed property are: John and Katherine Meredith, tax lots 1800 (3S-1E-28DD) and one-half of the adjacent right-of-way located on the southeast side of NE Territorial Road. A complete legal description of the tax lots and adjacent right-of-way is attached hereto as Exhibit "A", and a map showing the location of the tax lots and adjacent right-of-way is attached hereto as Exhibit "B" and by this reference are all incorporated herein; and

WHEREAS, Pursuant to CMC 16.84.080, the City must proclaim by ordinance or resolution, the annexation of said property in the City and set the boundaries of the new property by legal description; and

WHEREAS, the zoning of the annexed land shall be designated as R-1.5 Medium Density Residential which conforms with the Canby Comprehensive Plan, and such zoning shall be indicated on the official zoning map for the City of Canby; and

WHEREAS, an application was filed with the City by the applicant/owners listed above to change the zoning of one parcel and one-half the adjacent right-of-way totaling 1.80 acres from Rural Residential Farm Forest 5-Acre (RRFF5) to Medium Density Residential (R-1.5); and

WHEREAS, in accordance with Canby Municipal Code 16.84.040 of the Canby Municipal Code, a Development Agreement is a necessary criteria to approve an annexation and execution of a Development Agreement by and between the City of Canby and Beck for 1.65 acres is a part of the annexation approval; and

WHEREAS, a public hearing was conducted by the Canby Planning Commission on September 26, 2016 after public notices were mailed, posted and printed in the Canby Herald, as required by law; and

WHEREAS, the Canby Planning Commission heard and considered testimony regarding the annexation, accompanying zone change, and development agreement at said public hearing and at the conclusion of the public hearing the Planning Commission voted 4-0 to recommend that the City

Council approve the applications. The written Findings, Conclusions and Order was approved by the Planning Commission and forwarded to the Council with its recommendation; and

WHEREAS, the Canby City Council considered the matter and the recommendation of the Planning Commission following a public hearing held at its regular meeting on October 19, 2016; and

WHEREAS, the Canby City Council, after considering the staff report, reviewing the record of the Planning Commission's decision and conducting its own public hearing, voted to accept the Planning Commission's recommendation; and

WHEREAS, the written Findings, Conclusions and Order was approved by the City Council on October 19, 2016; and

NOW, THEREFORE, THE CITY OF CANBY ORDAINS AS FOLLOWS:

<u>Section 1.</u> It is hereby proclaimed by the Council of Canby that 1.80 acres of property described in Exhibit "A" and shown on Exhibit "B" is annexed into the corporate limits of the City of Canby, Oregon. Said boundaries of the property are set by the legal descriptions set forth in Exhibit "A".

<u>Section 2.</u> The annexed land shall be rezoned from the county Rural Residential Farm Forest 5-Acre (RRFF5) to City Medium Density Residential (R-1.5) as called for in Canby's Comprehensive Plan and the Mayor, attested by the City Recorder, is hereby authorized and directed to have the zone change made to the official zoning map for the City of Canby.

<u>Section 3.</u> The Council hereby approves the Development Agreement by and between the City of Canby and John Meredith, attached as Exhibit "C", an as-yet-unexecuted draft copy of which is attached hereto this ordinance for which the City Administrator is hereby authorized and directed to sign the final Development Agreement at which time "Meredith" is hereby authorized to record the signed Development Agreement with the official records of Clackamas County within seven (7) calendar days from the 2nd reading of this ordinance.

SUBMITTED to the Council and read the first time at a regular meeting thereof on October 19, 2016 and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter, and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on November 2, 2016, commencing at the hour of 7:30 PM at the Council Meeting Chambers located at 222 NE 2nd Avenue, 1st Floor, Canby, Oregon.

Kimberly Scheafer, MMC	
City Recorder	

	on the second and final ber 2, 2016 by the follow	reading by the Canby City Council at a regular meeting owing vote:
	YEAS	NAYS
		Brian Hodson Mayor
ATTEST:		
Kimberly Scheafe City Recorder	r, MMC	

EXHIBIT "A"

Associated Land Surveyors, Inc.

375 Portland Ave., Gladstone OR 503-656-9440

Exhibit A

July 20, 2016 Property description for annexation to the City of Canby Meredith Property and Territorial Road

A portion of Tract 60, CANBY GARDENS, in the Southeast quarter of Section 28, Township 3 South, Range 1 East, of the Willamette Meridian, Clackamas County, Oregon, more particularly described as follows:

Commencing at the Southwest corner of said Tract 60; thence N89°59' E along the South boundary of said Tract 60 a distance of 149.6 feet to the Point of Beginning of the property herein described; thence continuing along said South boundary a distance of 200 feet to the Southeast corner of the tract of land conveyed to John T. Meredith and Katherine A. Meredith by Clackamas County Deed Document No. 2011-001990; thence N00°01'W along the East line thereof a distance of 398.34 feet to the Northeast corner of said Meredith property on the Southeasterly right-of-way line of Territorial Road (County Road No. 1485); thence S69°03"W along said Southeasterly right-of-way line a distance of 214.13 feet to Northwest corner of said Meredith property; thence S00°01"E along the West line thereof a distance of 321.83 feet to the Point of Beginning.

Together with the following described portion of Territorial Road (County Road No. 1485) abutting said Meredith property:

Beginning at the Northeast corner of the above described Meredith property; thence N 00°01'W along the Northerly extension of the East line thereof a distance of 32.12 feet to the center line of said Territorial Road; thence S69°03'W along said center line a distance of 214.13 feet to the intersection with the Northerly extension of the West line of said Meredith property; thence S00°01'E along said line a distance of 32.12 feet to the Northwest corner of said Meredith property on the Southeasterly right-of-way line of Territorial Road; thence N69°03'E along said line a distance of 214.13 feet to the point of beginning.

The combined areas totaling 1.80 acres.

The courses of this description are as shown on a survey filed at the Clackamas County Surveyor's Office as PS 5957.

REGISTERED PROFESSIONAL LAND_SURVEYOR

canbyannex.doc

KURTIS H. KUIPER 1976 VALID THRU: 6/30/17

OREGON / JANUARY 19, 1982

EXHIBIT B

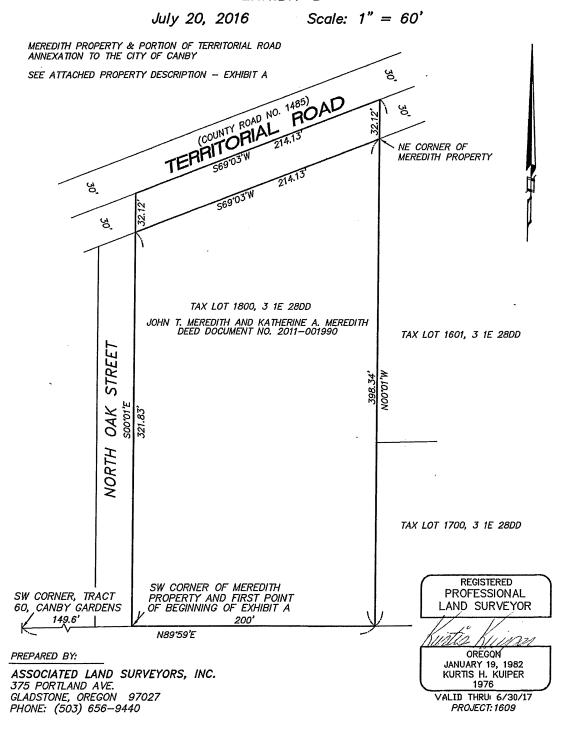


Exhibit "C"

AFTER RECORDING RETURN TO: City of Canby, Attn: City Recorder P O Box 930 Canby OR 97013

UNTIL REQUESTED OTHERWISE, SEND TAX STATEMENTS TO: John Meredith 377 NW Territorial Road Canby, OR 97013

DEVELOPMENT AGREEMENT (ANNEXATION)

RECITALS:

- 1. John Meredith hereinafter referred to as "MEREDITH", own real property commonly described as 1009 NE Territorial Road, Canby, OR 97013 and more particularly described in the attached Exhibit A and depicted on a survey attached as Exhibit B.
- 2. The City of Canby, hereinafter referred to as "CANBY", is an Oregon municipal corporation.
- 3. The property described in Exhibit A and depicted on Exhibit B is located within the boundaries of a designated annexation "Development Agreement Area" as shown on the City of Canby Annexation Development Map (City of Canby Municipal Code Title 16, Figure 16.84.040).
- 4. CANBY procedures for annexation specify the Planning Commission shall conduct a public hearing to review any proposed annexations and determine the appropriate zoning designation upon annexation. The Planning Commission shall furnish its recommendation concerning annexation and assigned zoning to the City Council. The City Council will determine whether the applicable standards and criteria of Canby Municipal Code 16.84.040 are met and will determine appropriate zoning for the property based on the criteria set forth in the Canby Municipal Code 16.54.040.
- 5. The purpose of this Annexation Development Agreement is to satisfy the requirements of Canby Municipal Code 16.84.040 including providing adequate public information and information evaluating the physical, environmental, and related social effects of a proposed annexation. The proposed annexation does not require the statutory development agreement of ORS 94.504 et seq.

NOW, THEREFORE, it is hereby agreed:

I. CANBY MUNICIPAL CODE 16.84.040 APPLICABLE PROVISIONS.

- A. <u>Timing of the submittal of an application for zoning</u>. Concurrent with review of this Agreement, the Council shall consider MEREDITH'S annexation application and requests that, upon approval of the annexation by the City Council, the property described in Exhibit A shall be zoned R-1.5. This approach will insure that the development agreement as well as the annexation and zone change approvals are consistent with City Code 16.84.
- B. <u>Scope of annexation request.</u> In addition to the property owned by MEREDITH and described in Exhibit A, MEREDITH's annexation application shall include the southern one-half of the NE Territorial Road right-of-way, County Road No. 1485 adjacent to the MEREDITH property. The southern half of the NE Territorial Road right-of-way shall be measured from the right-of-way centerline and also as described in Exhibit A and depicted on Exhibit B. MEREDITH agrees to dedicate street right-of-way for NE Territorial Road to meet the standards of the City of Canby with future land use actions on the property as part of the development approval process.
- C. <u>Timing for Recording.</u> MEREDITH shall have seven (7) calendar days from the date the City Council takes final action approving this Agreement, the annexation, the zone change request, to record this Agreement. A condition of approval will be attached to the annexation and zone change approval imposing this requirement.
- D. <u>Dedication of land for future public facilities including park and open space land</u>. At the time of development, MEREDITH agrees to dedicate street right-of-way for NE Territorial Road, N. Oak Street and for other streets being created inside the property to the standards of the City of Canby and to satisfy CANBY's parkland dedication obligation through payment of the City's park system development charge.
- Street construction/layouts, utilities, right of ways/dedications, and lots. At E. the time of development, City required public street improvements will be constructed to Canby Municipal Code specifications by MEREDITH. Specifically, MEREDITH agrees to improve the southern one-half of the NE Territorial Road right-of-way and the east one-half of the N. Oak Street right-of-way along the frontage of the property, and to construct a new street, NE 18th Avenue, west from N. Oak Street. The southern one-half of the NE Territorial Road right-of-way and the east one-half of the N. Oak Street right-of-way shall be measured from the right-of-way centerline. MEREDITH will position the NE 18th Avenue intersection to N Oak Street at a location deemed appropriate by the City of Canby Planning Department during the tentative plat design and approval process. Street cross section layouts, public utilities, franchise utilities, and right of way widths/associated dedications will be determined at the time of development in conformance with the Canby Municipal Code and Canby Public Works Design Standards. The submitted General Land Use Plan dated July, 2016 in conjunction with the ANN/ZC 16-04 applications is for general reference only and is nonbinding. Lot sizes and layouts will be determined at the time of development and are contingent upon street cross sections and right of way widths.
- F. <u>Utility availability.</u> At the time of development, MEREDITH agrees to ensure that utilities and infrastructure are available to serve the property described in Exhibit A at densities currently authorized in the R-1.5 zone. To the extent that additional utility or

service infrastructure is required to serve the property in the future, MEREDITH agrees to provide those utilities and services in a way that is commensurate with the impacts from development and consistent with the City's Code. MEREDITH also agrees to allow connection to MEREDITH's constructed public facilities by adjacent property owners.

- G. <u>Water and Sewer.</u> At the time of development, MEREDITH agrees to install public waterlines in all new or extended public streets and sewer lines in new City streets as is needed to serve the development. CANBY agrees that MEREDITH can connect to the public water system and that MEREDITH can connect the existing public sanitary sewer. CANBY agrees that no new sewer main is needed in NE Territorial Road along the frontage of the Meredith parcel.
- H. <u>Waiver of compensation claims</u>. MEREDITH waives compensation or waiver of land use regulations as provided in ORS 195.300 and 195.336, as well as Measure 49, resulting from annexation and the concurrent zone change approval.
- I. Rough proportionality of future exactions. To the extent that this agreement identifies right-of-way dedication, utility or service obligations, these obligations are necessary and will be limited to an amount necessary to serve this development based on the proposed development application as well as on the uses and densities permitted in the R-1.5 zone.
- J. Other commitments deemed valuable to the City of Canby. MEREDITH agrees any future development will meet the requirements of the adopted CANBY Municipal Code in effect at the time of development.

II. OTHER CONSIDERATIONS.

- A. <u>Duration</u>. This Agreement shall be effective upon CANBY, acting by and through its city council, approving this Agreement and upon its recording with the Clackamas County Recording Office. As used herein, "approval" means the granting of the approval and the expiration of the period of appeal, or if appeal is filed, the resolution of that appeal. This Agreement shall continue in effect for a period of eight (8) years after its effective date unless cancelled as provided in Section II, C below
- B. <u>Recording.</u> Within seven (7) calendar days after the City Council makes a final decision approving ANN/ZC 16-04, MEREDITH shall record this agreement with the Clackamas County Recorder's Office and provide a copy of the recorded agreement to the City Attorney.
 - C. Cancellation. This Development Agreement shall not be cancelled.
- D. <u>Modification</u>. This Agreement may be modified, amended, or extended upon the mutual consent of MEREDITH and CANBY.

Dated this day of November	er 2016.
	John Meredith
APPROVED BY ACTION OF THE CITY CITY COUNCIL ORDINANCE NO. 1449	COUNCIL ON OCTOBER 19, 2016 THROUGH ADOPTED ON NOVEMBER 2, 2016.
STATE OF OREGON)	
County of Clackamas) ss.	
Personally appeared before me, J foregoing instrument to be his voluntary a	IOHN MEREDITH, and acknowledged the act and deed.
Dated this day of Novemb	per 2016.
	Notary Public for Oregon My Commission Expires:
APPROVED AS TO FORM:	
By: Joseph Lindsay, City Attorney	
Dated:	

Dated this	day of November 2016.
	CITY OF CANBY, OREGON
	By:Richard Robinson, City Administrator
STATE OF OREGON County of Clackamas)) ss.)
Personally appe of the City of Canby, Or	ared before me, RICHARD ROBINSON as the City Administrator regon.
Dated this	_day of November 2016.
	Notary Public for Oregon
	My Commission Expires:

EXHIBIT "A"

Associated Land Surveyors, Inc.

375 Portland Ave., Gladstone OR 503-656-9440

Exhibit A

July 20, 2016 Property description for annexation to the City of Canby Meredith Property and Territorial Road

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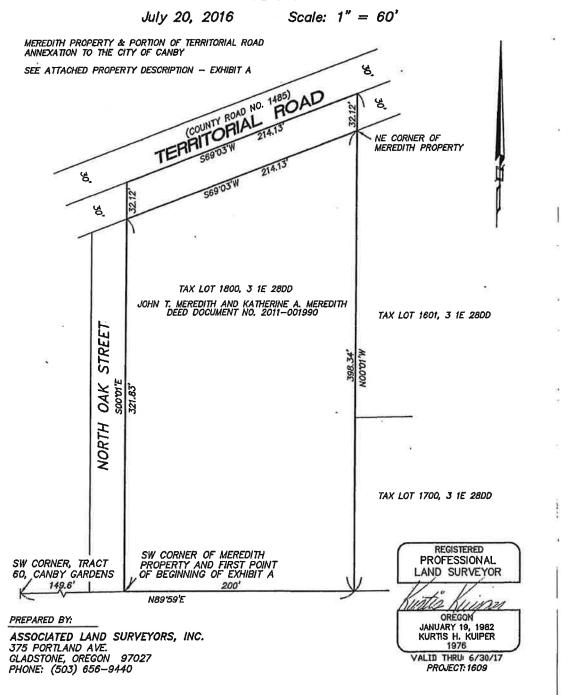
canbyannex.doc

(e)

PROFESSIONAL LAND, SURVEYOR

OREGON/ JANUARY 19, 1982 KURTIS H. KUIPER 1976 VALID THRU: 6/30/17

EXHIBIT B



ORDINANCE NO. 1450

AN ORDINANCE AMENDING CANBY MUNICIPAL CODE (CMC) CHAPTER 9.48.010 SECTION B REGARDING NOISE CONTROL STANDARDS AND DEFINITIONS IN THE CITY OF CANBY.

WHEREAS, the City of Canby currently has a noise control ordinance; and

WHEREAS, the City of Canby desires to amend the ordinance to better respond to noise complaints; and

WHEREAS, the Canby Municipal Code can be enforced in a more consistent fashion using newer and more available technology; now therefore

THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:

Section 1. The Canby Municipal Code (CMC) Chapter 9.48.010 Section B is hereby amended to read as follows:

§ 9.48.010 Standards and Definitions.

- B. Measurement of Sound Level
 - Measurements shall be made with a calibrated sound level meter in good operating condition, of a standard design and quality that meets the basic specifications established by the American National Standards Institute (ANSI). meeting the requirements of a Type I or Type II meter, as specified in ANSI Standards 1.4-1971. For purposes of this chapter, a sound level meter shall contain at least an "A" weighting network, and both fast and slow meter response capability.
 - 2. Persons conducting sound level measurements shall have received training in the techniques of sound measurement and the operation of sound measuring instruments from the Department of Environmental Quality or other competent body prior to engaging in any enforcement activity.
 - 3. Procedures and tests required by this chapter and not specified herein shall be placed on file with the Code Enforcement Officer. City Recorder.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, November 2, 2016, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on Wednesday, November 16, 2016, commencing at the hour of 7:30 p.m. in the Council Meeting Chambers located at 222 NW 2nd Avenue, 1st Floor, Canby, Oregon.

	Kimberly Scheafer, MMC
	City Recorder
PASSED on the second thereof on November 16, 2016	and final reading by the Canby City Council at a regular meeting by the following vote:
YEAS	NAYS
	Brian Hodson
	Mayor
ATTEST:	
Kimberly Scheafer, MMC	
City Recorder	

ORDINANCE NO. 1452

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH MASTER CLEEN, INC. FOR JANITORIAL SERVICES FOR VARIOUS CITY FACILITIES, NOT TO EXCEED \$55,687.00

WHEREAS, the City of Canby requires ongoing scheduled janitorial services in order to properly maintain City facilities for the comfort and safety of its employees and citizens; and

WHEREAS, the City has previously selected Master Cleen, Inc., as an independent contractor under a personal services contract for the purpose of carrying out the these activities; and

WHEREAS, with the completion of the new library/civic building it was necessary to amend the current contract to reflect the change of location for services being provided; and

WHEREAS, the City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed this proposal, reviewed the staff report and finds that the contract is in the best interest of the City to enter into; now therefore,

THE CITY OF CANBY ORDAINS AS FOLLOWS:

<u>Section 1.</u> The Mayor and 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 Master Cleen, Inc., the copy of said contract is attached hereto and marked as Exhibit "A" and by this reference fully incorporated herein.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, November 2, 2016, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on Wednesday, November 16, 2016, commencing at the hour of 7:30 p.m. in the Council Meeting Chambers located at 222 NW 2nd Avenue, 1st Floor, Canby, Oregon.

Kimberly Scheafer, MMC City Recorder

THIS HAS BEEN REVIEWED
BY THE FINANCE DIRECTOR

meeting thereo	of on Novemb	er 16, 2016 by the following vote:
	YEAS	NAYS
		Brian Hodson Mayor
ATTEST:		
Kimberly Scho City Recorder		

 \boldsymbol{PASSED} on the second and final reading by the Canby City Council at a regular

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and MASTER CLEEN, INC. (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 it is required to obtain a City of Canby Business License for conducting business in the City. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.

3. <u>Compensation</u>:

- A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. Contractor agrees that \$55,687.00 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. Contractor is Independent Contractor.

- 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 self-

- insured 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. Work is Property of City. 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 deliver 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. Notices. 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. Entire Agreement. 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. Savings Clause. Should any provision of this Agreement be found to be in conflict with any ent her

jurisdiction, or rulin	tate law, or final controlling decision of any Court of competent g or decision of any controlling administrative agency, all other reement shall remain in full force and effect.	
CITY:	Rick Robinson, City Administrator City of Canby PO Box 930 Canby, OR 97013	
CONTRACTOR:	Jim Dye Master Cleen, Inc. PO Box 208 Oregon City, OR 97045	
Please submit invoices to: Attn:	Accounts Payable City of Canby PO Box 930 Canby, OR 97013 potterl@canbyoregon.gov	
IN WITNESS WHEREOF, the partiofficers.	es have caused this Agreement to be executed by their duly appointed	
CONTRACTOR:	CITY OF CANBY	
Ву:	By:	
Date: Subcontractors will be usedY attached to this Agreement)	Date: VesNo (If Yes, please complete List of Subcontractors	
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.		
	<u></u>		
City of Canby	 Date	2	

EXHIBIT "A"

FACILITIES COST SHEET

	MONTHLY	YEARLY
LIBRARY/CIVIC	\$2250	\$27,000.00
POLICE /COURT	\$1437	\$17,244.00
CAT	\$225	\$2,700.00
TRANSIT GLASS	\$50	\$600.00
DRIVER LOUNGE	\$85	\$1,020.00
DRIVER BATHROOM	\$60	\$720.00
CAT-LOUNGE FLOORS		\$150.00
WWTP	\$309	\$3,708.00
BLOWER ROOM wwtp		\$120.00
WWTP FLOORS		\$1,225.00
CARPET FACILITIES		\$1,200.00
	TOTAL	\$55687.00

CIVIC BUILDING

Services to be included listed areas

BATHROOMS

CLEAN

Sinks

Toilets

Mirrors

Counters and door faces

Wall smudges

Empty trash

Restocking supplies

Mopping the floors

Using disinfectant products

OFFICES

Empty Trash and Recycling
Wipe down any flat surfaces that are cleared off
(Will not move desk top items)
Wipe off phones and computer screens
Dust as needed flat open surfaces
Tops and faces of filing cabinets
Watch for cobwebs
Vacuum

Kitchen areas

Empty trash
Wipe down tables and counter tops
Wipe counter faces
Wipe off faces of microwaves fridges
(Does not include cleaning them inside)
Restock supplies as applicable
Wall smudges
Clean sinks
Mop floors

ENTRY AREA

Clean entry doors
Vacuum sweep and mop
Pick up any trash perhaps left in the area

LIBRARY

Wiping off Counters and flat surfaces
Filing cabinets tops and faces (tops cleared)
Flat surfaces have to be cleared
Clean phones and computer screens
Dust anywhere needed
Empty trash and recycle
Vacuum floor
We do not clean book shelves
Wipe off any open desk areas

STAIRS AND ELEVATOR

Sweep Mop and or vacuum stairs Prints on inside and out and vacuum of Elevator

GENERAL CLEANING RULES

Always watching for cob webs Always looking for wall smudges Always looking for dusty surfaces

FLOORS

Strip and wax as needed where applicable
Carpeting Any spills could be dealt with as they occur Small areas may
need to be done periodically
As for a full carpet cleaning of an area (library upstairs)
Negotiate at time needed

ON SITE

Vacuums 1 upstairs 1 downstairs Mop bucket and mop Carpet extractor Barrels for rolling out trash Vacuums can be used by City if needed

SUPPLIES

Bring up as needed from Police Basement storage

WINDOWS

NOT ADDED AT THIS TIME

CAT OFFICE

3 TIMES PER WEEK

GENERAL CLEANING RULES

CARPET 1TIME PER YEAR

GLASS 2 TIMES PER YEAR

S/W Hard floor yearly \$75 moved from Station to here

TRANSIT STATION

General cleaning rules apply

BATHROOM 1 TIME PER WEEK

LUNCHROOM 2 TIMES PER WEEK

GLASS

2 TIMES A MONTH

Dan and I agreed to stop this being a weekly service

CIGERETTE CANS 2 TIMES PER MONTH

FLOOR

1 TIME PER YEAR NOW reduced from twice after the new office lunchroom was added per Dan and I agreement

POLICE COURT SECURE FACILITY

TESTING REQUIRED BI-ANUALLY TO BE IN BUILDING
TEST FAIL MEANS NO ACCESS

BASEMENT IS NOT PART OF THE JOB

GENERAL CLEANING RULES APPLY

MONDAYS - ALL SECURE SHREDDING DUMPED RECORDS ROOM SHREDDING

GLASS IS DONE 2 TIMES YEARLY IN/OUT SECOND FLOOR GLASS IS NOT DONE BY ME

4 AREAS OF HARD FLOORS TO BE MAINTAINED S/W LUNCH ROOM 3 TIMES A YEAR

SUPPLY STORAGE IS IN BASEMENT FOR THE CITY

WWTP SECURE FACILITY

LAB AND OFFICE

GENERAL CLEANING RULES

LAB

Caution to not move any lab equipment testing devices or chemicals

1 TIME PER WEEK

COST

FLOORS 3 times per year at

COST

BLOWER ROOM

3 TIMES PER YEAR

Sweep mop empty garbage Knock down Cobwebs

COST \$120 PER YEAR

BLOWER ROOM FLOOR

1 TIME PER YEAR

COST \$100

GENERAL OFFICE CLEANING ALL BUILDINGS

BATHROOMS

CLEAN

Sinks

Toilets

Mirrors

Counters and door faces

Wall smudges

Empty trash

Restocking supplies

Sweep and Mop the floors

Use disinfectant products

OFFICES

Empty Trash and Recycling
Wipe down any flat surfaces that are cleared off
(Will not move desk top items)
Wipe off phones and computer screens
Dust as needed flat open surfaces
Tops and faces of filing cabinets
Watch for cobwebs
Vacuum or sweep floors

Kitchen areas

Empty trash
Wipe down tables and counter tops
Wipe counter faces
Wipe off faces of microwaves fridges
(Does not include cleaning them inside)
Restock supplies as applicable

MEMORANDUM

TO: Honorable Mayor Hodson and City Council

FROM: Lt. Jorge Tro

THROUGH: Rick Robinson, City Administrator

DATE: October 17, 2016

<u>Issue:</u> Purchase of two 2017 Ford Police Interceptor vehicles.

Synopsis: Scheduled replacement of two patrol vehicles.

Recommendation: Staff recommends that the City Council approve Ordinance #1453

allowing the Mayor and City Administrator to execute the appropriate lease/purchase contract with Ford Municipal Finance Program (Bid #86189) to purchase the Ford Police Interceptors through Gresham Ford.

Rationale: The purchase of these vehicles is a continuation of our vehicle

replacement plan. Both of these vehicles will be police patrol units and

will replace older police units.

Background: Our Fleet Services Supervisor, Joe Witt, obtained a quote of \$60,528.22

for both vehicles from Gresham Ford as listed in the attached ordinance.

The necessary police equipment, computers, radars, cameras, radios and outfitting by Day Wireless Systems will be an additional \$44,771.15, for a grand total of \$105,844.37 (including Ford Credit underwriting fee of \$545.00). This total cost will be financed through the Ford Motor Municipal Finance Program over a four-year period (\$28,603.17/Year) and funded from the Fleet Services and Police Vehicle Leasing line items

as approved in the 2016/2017 adopted budget.

Chief Bret Smith and I recommend the approval of the attached City

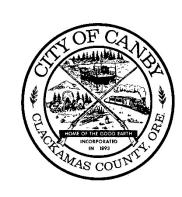
Ordinance #1453.

Recommended

Motion: I move to approve Ordinance 1453, an Ordinance Authorizing a

Contract with Gresham Ford, Oregon; Day Wireless Systems of Salem, Oregon; Datec Inc. of Seattle, Washington; Motorola Solutions of America; MPH Industries of Owensboro, Kentucky; Hot Rod

Dreamworks of Canby, Oregon and Ford Motor Credit Corp. for the Lease/Purchase of Two 2017 Ford Police Interceptors with Police Equipment Packages for the Canby Police Department; and Declaring an Emergency to come up for second reading on November 16, 2016.



ORDINANCE NO. 1453

- AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH GRESHAM FORD, OREGON; DAY WIRELESS SYSTEMS OF SALEM, OREGON; DATEC INCORPORATED OF SEATTLE, WASHINGTON; MOTOROLA SOLUTIONS OF AMERICA; MPH INDUSTRIES OF OWENSBORO, KENTUCKY; HOT ROD DREAMWORKS OF CANBY, OREGON AND FORD MOTOR CREDIT CORPORATION FOR THE LEASE / PURCHASE OF TWO (2) 2017 FORD POLICE INTERCEPTORS WITH POLICE EQUIPMENT PACKAGES FOR THE CANBY POLICE DEPARTMENT; AND DECLARING AN EMERGENCY.
- **WHEREAS**, the City of Canby wishes to lease/purchase two (2) 2017 Ford Police Interceptor vehicles with police equipment packages for the Canby Police Department; and
- **WHEREAS,** the cost of the vehicles and equipment will be paid by the Canby Police Department which has budgeted said lease/purchase for the fiscal years 2016-2017 through 2019-2020; and
- **WHEREAS**, in accordance with ORS Chapter 279 and Canby Public Purchasing Rules as set forth in Ordinance No. 1170 and Resolution No. 897, Exhibit A, Section G (18), the City wishes to utilize an existing solicitation from another governmental agency; and
- **WHEREAS,** Gresham Ford t is the lowest price quote of three sought price quotes regarding this purchase, and Gresham Ford is able to provide two (2) 2017 Ford Police Interceptors in the amount of \$60,528.22; and
- **WHEREAS,** Day Wireless Systems of Salem, Oregon, is able to provide two (2) police equipment packages and outfitting in the amount of \$21,280.55; and
- **WHEREAS,** Datec Incorporated is able to provide two (2) police computer packages in the amount of \$9,674.04; and
- **WHEREAS,** Motorola Solutions is able to provide two (2) police 800 Radio packages and two (2) UHF Radios packages in the amount of \$10,872.90; and
- **WHEREAS,** MPH Industries is able to provide one (1) police Radar package in the amount of \$1,095.00; and
- **WHEREAS,** Hot Rod Dream Works is able to provide one (1) police Paint Scheme package in the amount of \$1848.66; and
- WHEREAS, Gresham Ford, Auto Additions, Datec Incorporated, Motorola Solutions, MPH Industries and Hot Rod Dream Works are able to provide two (2) 2017 Ford Police Interceptor vehicles, outfitted with police equipment packages to the City of Canby's Police Department for the total sum of \$105,844.37, which includes the Ford Credit underwriting fee of \$545.00; and

WHEREAS, the City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed this proposed sales price, reviewed the staff report and believes it to be in the best interest of the City to purchase these vehicles from Gresham Ford; and

WHEREAS, in order to fund the purchase of these vehicles, the City wishes to enter into a lease/purchase agreement with Ford Motor Credit Company under its Municipal Finance Program (Bid # 86189); now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and City Administrator are hereby authorized and direct to make, execute and declare in the name of the City of Canby and on its behalf, an appropriate contract with Gresham Ford, Oregon, Auto Additions of Salem, Oregon, Datec Industries of Seattle, Washington, Motorola Solutions of America, MPH Industries of Owensboro, Kentucky and Hot Rod Dream Works of Canby, Oregon, for the total purchase price of \$105,844.37, which includes the Ford Credit underwriting fee of \$545.00.

Section 2. The Mayor and 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 Municipal Lease Purchase Contract (Bid # 86189) with Ford Motor Credit Company to finance the purchase of the vehicles.

Section 3. In so much as it is in the best interest of the citizens of the City of Canby, Oregon to provide the Police Department with these vehicles without further delay, and to secure the lowest price for necessary equipment and to better serve the citizens of Canby, an emergency is hereby declared to exist and this ordinance shall therefore take effect immediately upon its enactment after final reading.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, November 2, 2016, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on Wednesday, November 16, 2016, commencing at the hour of 7:30 p.m. in the Council Meeting Chambers located at 222 NW 2nd Avenue, 1st Floor, Canby, Oregon.

THIS HAS BEEN REVIEWED BY THE FINANCE DIRECTOR CHILLO (BLUX)	Kimberly Scheafer, MMC City Recorder	
mile Blux		

		and final reading the following the followin	ng by the Canby City Council at a regular meeting g vote:
	YEAS	_ NAYS	_
			Brian Hodson Mayor
ATTEST:			
Kimberly Sci City Recorde	heafer, MMC		



DATE: NOVEMBER 2, 2016

TO: HONORABLE MAYOR HODSON AND CANBY CITY COUNCIL

FROM: JULIE BLUMS, FINANCE DIRECTOR

THROUGH: RICK ROBINSON, CITY ADMINISTRATOR

RE: 1ST QUARTER FINANCIAL REPORT FISCAL YEAR 2017

Report Format: The Fund Summary Report attached summarizes activity for the fiscal year (FY) through September 30, 2016 by Fund and Category: Personal Services, Materials and Services, Capital Outlay, Debt Service, Transfers and Contingency. This is consistent with the level at which funds were appropriated and therefore how compliance is assessed, except for the General Fund which is appropriated at the department level. As of the date of this report 25% of the year had elapsed.

Please contact Rick Robinson, City Administrator, at <u>robinsonr@canbyoregon.gov</u>, if you have any questions resulting from your review of this report.

Financial Highlights by Fund:

General Fund:

The majority of property tax revenue is realized in November and December; additionally franchise fee and intergovernmental revenue is realized on a quarterly, semi-annual or annual basis therefore it is typical at this point in the fiscal year not to have realized any revenue in those catagories. Administration and Finance expenditures are tracking high, however this is expected as all insurance, annual dues, and the majority of audit costs are paid in the first quarter each year.

Transit Fund:

Grant and Payroll Tax revenues appear low due to timing of quarterly receipts.

Status of Reserves

Retirement and Separation Reserve: \$75,067 was budgeted for FY17, of that \$1,821 has been expended through September 30, 2016.

PERS Contribution Stabilization Reserve: Funding established in FY14 of \$224,600 was maintained throughout FY15, FY16, and FY17; budgeted as contingency in the general fund unallocated department.

REVENUE	YTD ACTUAL	ENCUMBERED	BUDGET	(OVER)/UNDER	<u>PCNT</u>
GENERAL REVENUES					
PROPERTY TAXES	35,863	-	4,339,897	4,304,034	0.8%
FRANCHISE FEES	-	-	450,300	450,300	0.0%
INTERGOVERNMENTAL	40,660	-	416,400	375,740	9.8%
IN LIEU OF TAXES	129,249	-	731,000	601,751	17.7%
CHARGES FOR SERVICES	5,523	-	27,663	22,140	20.0%
PASS THRU REVENUE	4,275	-	29,680	25,405	14.4%
SPECIAL ASSESSMENTS	-	-	2,250	2,250	0.0%
MISCELLANEOUS REVENUE	6,405	-	13,050	6,645	49.1%
INTEREST REVENUES	1,813	-	9,600	7,787	18.9%
RESERVE REVENUE	-	-	32,910	32,910	0.0%
REVENUE TRANSFERS	68,298	-	277,270	208,972	24.6%
CASH CARRYOVER			1,564,981	1,564,981	0.0%
	292,084		7,895,001	7,602,917	3.7%
ADMINISTRATION REVENUES					
CHARGES FOR SERVICES	15,200	-	70,600	55,400	21.5%
	15,200		70,600	55,400	21.5%
COURT REVENUES					
CHARGES FOR SERVICES	128,840	-	453,000	324,160	28.4%
PASS THRU REVENUE	1,282	-	2,000	718	64.1%
MISCELLANEOUS REVENUE	5,099	-	23,125	18,026	22.0%
	135,221	-	478,125	342,904	28.3%
PLANNING REVENUES					
CHARGES FOR SERVICES	15,896	_	55,750	39,854	28.5%
MISCELLANEOUS REVENUE	25	_	60	35,034	41.7%
IVIISCELEANES OS REVENOE	15,921	-	55,810	39,889	28.5%
PARKS REVENUES			500		0.00/
CHARGES FOR SERVICES	-	-	500	500	0.0%
MISCELLANEOUS REVENUE	940	-	5,000	4,060	18.8%
TRANSFERS IN			335,000	335,000	0.0%
	940	-	340,500	339,560	0.3%
BUILDING REVENUES					
CHARGES FOR SERVICES	1,565	-	23,000	21,436	6.8%
	1,565	-	23,000	21,436	6.8%
DOLLOS DEL/FNUES					
POLICE REVENUES			F0 000		40.007
GRANT REVENUE	7,285	-	59,000	51,715	12.3%
CHARGES FOR SERVICES	6,780	-	25,400	18,620	26.7%
MISCELLANEOUS REVENUE	13,188	-	91,182	77,994	14.5%
DONATIONS			1,000	1,000	0.0%
	27,253	-	176,582	149,329	15.4%

	YTD ACTUAL	ENCUMBERED	BUDGET	(OVER)/UNDER	PCNT
REVENUE (CONT)					
CEMETERY REVENUES					
CHARGES FOR SERVICES	8,865	-	41,400	32,535	21.4%
MISCELLANEOUS REVENUE	-	-	2,700	2,700	0.0%
DONATIONS	0	-	300	300	0.1%
	8,865		44,400	35,535	20.0%
FINANCE REVENUES					
OPERATIONAL TRANSFERS IN	186,930	-	747,720	560,790	25.0%
	186,930		747,720	560,790	25.0%
ECONOMIC DEVELOPMENT REVENUES					
CHARGES FOR SERVICES	1,120	-	12,225	11,105	9.2%
TRANSFERS	136,403	-	572,794	436,391	23.8%
	137,523		585,019	447,496	23.5%
TOTAL FUND REVENUE	821,501		10,416,757	9,595,256	7.9%

	YTD ACTUAL	ENCUMBERED	<u>BUDGET</u>	(OVER)/UNDER	<u>PCNT</u>
EXPENDITURES					
ADMINISTRATION DEPT					
PERSONNEL SERVICES	134,724	-	554,137	419,413	24.3%
MATERIALS & SERVICES	348,225	28,745	522,836	145,866	72.1%
	482,949	28,745	1,076,973	565,279	47.5%
COURT DEPT					
PERSONNEL SERVICES	66,723	-	311,271	244,548	21.4%
MATERIALS & SERVICES	18,435	34,573	78,686	25,678	67.4%
	85,158	34,573	389,957	270,225	30.7%
DI ANNING DEDT					
PLANNING DEPT PERSONNEL SERVICES	20 526		120 252	100 727	21.4%
	29,526	1 502	138,253	108,727	
MATERIALS & SERVICES	24,951 54,477	1,502 1, 502	79,504 217,757	53,051 161,777	33.3% 25.7%
PARKS DEPT					
PERSONNEL SERVICES	100,742	-	390,557	289,815	25.8%
MATERIALS & SERVICES	27,249	1,999	142,489	113,241	20.5%
CAPITAL OUTLAY	· -	· -	320,000	320,000	0.0%
	127,991	1,999	853,046	723,057	15.2%
BUILDING DEPT					
PERSONNEL SERVICES	7,356	_	32,496	25,140	22.6%
MATERIALS & SERVICES	155	_	790	635	19.6%
TRANSFERS OUT	2,735	_	10,941	8,206	25.0%
	10,246		44,227	33,981	23.2%
DOLLOS DEDT					
POLICE DEPT	000 104		4 405 070	2.205.000	24 50/
PERSONNEL SERVICES MATERIALS & SERVICES	900,184	120 551	4,185,870	3,285,686	21.5%
CAPITAL OUTLAY	216,327	129,551	970,907 26,000	625,029 16,326	35.6% 37.2%
CAPITAL GOTLAT	1,116,510	9,674 139,225	5,182,777	3,927,041	24.2%
	1,110,510	139,223	3,102,177	3,327,041	24.2/0
CEMETERY DEPT					
PERSONNEL SERVICES	3,070	-	13,242	10,172	23.2%
MATERIALS & SERVICES	12,573	-	66,401	53,828	18.9%
	15,643	-	79,643	64,000	19.6%
FINANCE DEPT					
PERSONNEL SERVICES	68,672	-	334,922	266,250	20.5%
MATERIALS & SERVICES	52,621	24,765	122,031	44,645	63.4%
	121,292	24,765	456,953	310,896	32.0%

	YTD ACTUAL	ENCUMBERED	BUDGET	(OVER)/UNDER	PCNT
EXPENDITURES (CONT)					
ECONOMIC DEVELOPMENT DEPT					
PERSONNEL SERVICES	103,378	-	444,966	341,588	23.2%
MATERIALS & SERVICES	26,060	6,451	101,671	69,160	32.0%
TRANSFERS OUT	15,805	-	63,220	47,415	25.0%
	145,243	6,451	609,857	458,163	24.9%
UNALLOCATED					
PERSONNEL SERVICES	1,821	-	75,067	73,246	2.4%
MATERIALS & SERVICES	10,155	9,825	211,868	191,888	9.4%
CAPITAL OUTLAY	3,822	-	45,558	41,736	8.4%
DEBT SERVICE	37,909	-	37,912	3	100.0%
CONTINGENCY/RESERVES	-	-	1,135,162	1,135,162	0.0%
	53,707	9,825	1,505,567	1,442,035	4.2%
TOTAL FUND EXPENDITURES	2,213,217	247,086	10,416,757	7,956,454	23.6%
REVENUE OVER EXPENDITURE	(1,391,716)	(247,086)		1,638,802	

LIBRARY FUND

	YTD ACTUAL	ENCUMBERED	BUDGET	(OVER)/UNDER	PCNT
REVENUE					
PROGRAM REVENUES					
PROPERTY TAXES	-	-	818,849	818,849	0.0%
GRANT REVENUE	-	-	3,384	3,384	0.0%
CHARGES FOR SERVICES	-	-	-	-	0
PASS-THRU REVENUE	2,648	-	14,400	11,752	18.4%
MISCELLANEOUS REVENUE	7,529	-	30,000	22,471	25.1%
INTEREST REVENUES	3,210	-	2,500	(710)	128.4%
DONATIONS	64,208	-	38,353	(25,855)	167.4%
CASH CARRYOVER	-	-	1,463,408	1,463,408	0.0%
	77,595	-	2,370,894	2,293,299	3.3%
EXPENDITURES					
LIBRARY EXPENDITURES					
PERSONNEL SERVICES	152,092	-	650,336	498,244	23.4%
MATERIALS & SERVICES	62,000	29,698	271,706	180,008	33.7%
TRANSFERS OUT	24,074	-	1,334,549	1,310,475	1.8%
CONTINGENCY/OTHER	-	-	114,303	114,303	0.0%
	238,166	29,698	2,370,894	2,103,030	11.3%
REVENUE OVER EXPENDITURE	(160,571)	(29,698)		190,269	

STREETS FUND

	YTD ACTUAL	ENCUMBERED	BUDGET	(OVER)/UNDER	PCNT
REVENUE					
PROGRAM REVENUES					
INTERGOVERNMENTAL	230,567	-	1,488,588	1,258,021	15.5%
GRANT REVENUE	-	-	165,000	165,000	0.0%
CHARGES FOR SERVICES	141,672	-	581,900	440,228	24.3%
SPECIAL ASSESSMENTS-SDC'S	23,982	-	115,711	91,729	20.7%
MISCELLANEOUS REVENUE	16,664	-	50,000	33,336	33.3%
INTEREST REVENUES	2,370	-	5,600	3,230	42.3%
TRANSFERS	-	-	718,812	718,812	0.0%
CASH CARRYOVER		<u> </u>	1,429,578	1,429,578	0.0%
	415,253	-	4,555,189	4,139,936	9.1%
EXPENDITURES					
EXPENDITORES					
STREETS EXPENDITURES					
PERSONNEL SERVICES	152,583	-	640,219	487,636	23.8%
MATERIALS & SERVICES	80,686	4,950	383,840	298,204	22.3%
CAPITAL OUTLAY	564,086	105,502	2,270,642	1,601,054	29.5%
CONTINGENCY/OTHER	=	-	1,146,407	1,146,407	0.0%
TRANSFERS OUT	28,520	<u> </u>	114,081	85,561	25.0%
	825,875	110,452	4,555,189	3,618,862	20.6%
_					
REVENUE OVER EXPENDITURE	(410,621)	(110,452)		521,073	

SYSTEMS DEVELOPMENT FUND

	YTD ACTUAL	ENCUMBERED	BUDGET	(OVER)/UNDER	<u>PCNT</u>
REVENUE					
PROGRAM REVENUES					
SPECIAL ASSESSMENTS-SDC'S	420,318	-	1,910,389	1,490,071	22.0%
INTEREST REVENUES	7,425	-	11,990	4,565	61.9%
CASH CARRYOVER	-	-	2,720,045	2,720,045	0.0%
	427,744	-	4,642,424	4,214,681	9.2%
EXPENDITURES					
SYSTEMS DEVELOP EXPENDITURES					
TRANSFERS OUT	-	-	1,005,429	1,005,429	0.0%
CONTINGENCY/OTHER	-	-	3,636,995	3,636,995	0.0%
			4,642,424	4,642,424	0.0%
REVENUE OVER EXPENDITURE	427,744			(427,744)	

CEMETERY PERPETUAL CARE FUND

	YTD ACTUAL	ENCUMBERED	BUDGET	(OVER)/UNDER	PCNT
REVENUE					
PROGRAM REVENUES					
CHARGES FOR SERVICES	8,435	-	12,000	3,565	70.3%
INTEREST REVENUES	2,089	-	4,800	2,711	43.5%
CASH CARRYOVER	-	-	892,916	892,916	0.0%
	10,524	-	909,716	899,192	1.2%
EXPENDITURES					
CEMETERY PERPETUAL CARE EXPEND					
CONTINGENCY/OTHER	-	-	909,716	909,716	0.0%
			909,716	909,716	0.0%
REVENUE OVER EXPENDITURE	10,524			(10,524)	

FORFEITURE FUND

	YTD ACTUAL	ENCUMBERED	BUDGET	(OVER)/UNDER	PCNT
REVENUE					
PROGRAM REVENUES					
MISCELLANEOUS REVENUE	510	-	-	(510)	100%
INTEREST REVENUES	82	-	-	(82)	100%
CASH CARRYOVER	-	-	35,289	35,289	0.0%
	592		35,289	34,697	1.7%
EXPENDITURES					
FORFEITURE EXPENDITURES					
MATERIALS & SERVICES	-	-	35,289	35,289	0.0%
			35,289	35,289	0.0%
REVENUE OVER EXPENDITURE	592			(592)	

TRANSIT FUND

	YTD ACTUAL	ENCUMBERED	BUDGET	(OVER)/UNDER	<u>PCNT</u>
REVENUE					
PROGRAM REVENUES					
GRANT REVENUE	30,688	-	650,692	620,005	4.7%
PAYROLL TAX	30,968	-	1,328,000	1,297,032	2.3%
MISCELLANEOUS REVENUE	6	-	5,000	4,994	0.1%
INTEREST REVENUES	2,574	-	5,000	2,426	51.5%
DONATIONS	-	-	600	600	0.0%
CASH CARRYOVER	<u></u> _		1,309,140	1,309,140	0.0%
	64,235	-	3,298,432	3,234,197	1.9%
EXPENDITURES					
TRANSIT EXPENDITURES					
PERSONNEL SERVICES	69,503	-	309,141	239,638	22.5%
MATERIALS & SERVICES	245,048	729,288	1,315,607	341,271	74.1%
CAPITAL OUTLAY	-	-	263,000	263,000	0.0%
TRANSFERS OUT	41,097	-	164,387	123,290	25.0%
CONTINGENCY/OTHER			1,246,297	1,246,297	0.0%
	355,648	729,288	3,298,432	2,213,496	32.9%
REVENUE OVER EXPENDITURE	(291,413)	(729,288)		1,020,701	

SWIM CENTER LEVY

	YTD ACTUAL	ENCUMBERED	BUDGET	(OVER)/UNDER	<u>PCNT</u>
REVENUE					
PROGRAM REVENUES					
PROPERTY TAXES	4,989	-	606,561	601,572	0.8%
CHARGES FOR SERVICES	38,785	-	183,000	144,215	21.2%
MISCELLANEOUS REVENUE	234	-	-	(234)	0
INTEREST REVENUES	914	-	2,400	1,486	38.1%
DONATIONS	113	-	-	(113)	0
CASH CARRYOVER	-	-	449,617	449,617	0.0%
	45,034		1,241,578	1,196,544	3.6%
EXPENDITURES					
SWIM CENTER EXPENDITURES					
PERSONNEL SERVICES	131,417	-	547,653	416,236	24.0%
MATERIALS & SERVICES	26,206	10,680	144,295	107,409	25.6%
CAPITAL OUTLAY	14,490	-	39,500	25,010	36.7%
TRANSFERS OUT	20,346	-	81,383	61,037	25.0%
CONTINGENCY/OTHER	-	-	428,747	428,747	0.0%
	192,459	10,680	1,241,578	1,038,440	16.4%
REVENUE OVER EXPENDITURE	(147,424)	(10,680)		158,104	

URBAN RENEWAL GENERAL FUND

	YTD ACTUAL	ENCUMBERED	<u>BUDGET</u>	(OVER)/UNDER	<u>PCNT</u>
REVENUE					
URD PROGRAM REVENUES					
GRANT REVENUE	-	-	3,650	3,650	0.0%
SPECIAL ASSESSMENTS	2,564	-	10,255	7,691	25.0%
MISCELLANEOUS REVENUE	13	-	-	(13)	0.0%
INTEREST REVENUES	3,441	-	25,440	21,999	13.5%
DONATIONS	1,100	-	65,000	63,900	1.7%
OPERATIONAL TRANSFERS IN	=	-	860,135	860,135	0.0%
TRANSFER FROM LIBRARY	-	-	1,238,254	1,238,254	0.0%
CASH CARRYOVER	-	-	2,906,812	2,906,812	0.0%
	7,118	-	5,109,546	5,102,428	0.1%
EXPENDITURES					
URD EXPENDITURES					
MATERIALS & SERVICES	140,908	7,986	637,224	488,330	23.4%
CAPITAL OUTLAY	931,734	1,170,984	3,528,603	1,425,885	59.6%
CONTINGENCY/OTHER	-	-	943,719	943,719	0.0%
	1,072,641	1,178,970	5,109,546	2,857,934	44.1%
REVENUE OVER EXPENDITURE	(1,065,523)	(1,178,970)		2,244,494	
					

URBAN RENEWAL DEBT SVC. FUND

	YTD ACTUAL	ENCUMBERED	BUDGET	(OVER)/UNDER	PCNT
REVENUE					
URD DEBT SERVICE REVENUES					
PROPERTY TAXES	22,058	-	2,713,681	2,691,623	0.8%
SPECIAL ASSESSMENTS	-	-	51,494	51,494	0.0%
INTEREST REVENUES	805	-	73,445	72,640	1.1%
CASH CARRYOVER	-	-	135,212	135,212	0.0%
	22,862		2,973,832	2,950,970	0.8%
EXPENDITURES					
URBAN RENEWAL DEBT EXPENDITURE					
DEBT	-	-	2,113,697	2,113,697	0.0%
TRANSFERS OUT	-	-	860,135	860,135	0.0%
			2,973,832	2,973,832	0.0%
REVENUE OVER EXPENDITURE	22,862			(22,862)	

FLEET SERVICES FUND

	YTD ACTUAL	ENCUMBERED	BUDGET	(OVER)/UNDER	PCNT
REVENUE					
PROGRAM REVENUES					
MISCELLANEOUS REVENUE	185	-	540	355	34.2%
INTEREST REVENUES	434	-	900	466	48.3%
CASH CARRYOVER	-	-	82,318	82,318	0.0%
CHARGES FOR SERVICES	-	-	11,128	11,128	0.0%
INTERNAL CHARGES FOR SERVICES	178,462		713,848	535,386	25.0%
	179,081		808,734	629,653	22.1%
			_		
EXPENDITURES					
FLEET EXPENDITURES					
PERSONNEL SERVICES	55,271	-	247,216	191,945	22.4%
MATERIALS & SERVICES	66,476	6,504	488,063	415,084	15.0%
CONTINGENCY/OTHER	<u> </u>		73,455	73,455	0.0%
	121,747	6,504	808,734	680,483	15.9%
REVENUE OVER EXPENDITURE	57,334	(6,504)		(50,831)	

FACILITIES FUND

	YTD ACTUAL	ENCUMBERED	<u>BUDGET</u>	(OVER)/UNDER	<u>PCNT</u>
REVENUE					
PROGRAM REVENUES					
INTEREST REVENUES	433	-	900	467	48.1%
CASH CARRYOVER	-	-	125,564	125,564	0.0%
CHARGES FOR SERVICE	57	-	1,900	1,843	3.0%
INTERNAL CHARGES FOR SERVICE	59,362	-	237,447	178,085	25.0%
	59,909		365,811	305,902	16.4%
EXPENDITURES					
FACILITIES EXPENDITURES					
PERSONNEL SERVICES	-	-	106,735	106,735	0.0%
MATERIALS & SERVICES	22,880	-	175,500	152,620	13.0%
CAPITAL OUTLAY	-	-	15,500	15,500	0.0%
CONTINGENCY/OTHER	-	-	68,076	68,076	0.0%
	22,880	-	365,811	342,931	6.3%
REVENUE OVER EXPENDITURE	37,029			(37,029)	

TECH SERVICES FUND

	YTD ACTUAL	ENCUMBERED	BUDGET	(OVER)/UNDER	PCNT
REVENUE					
PROGRAM REVENUES					
MISCELLANEOUS REVENUE	3	-	-	(3)	0
INTEREST REVENUES	247	-	700	453	35.3%
CASH CARRYOVER	-	-	91,039	91,039	0.0%
INTERNAL CHARGES FOR SERVICES	75,897	-	303,589	227,692	25.0%
	76,147		395,328	319,181	19.3%
EXPENDITURES					
TECH SERVICE EXPENDITURES					
PERSONNEL SERVICES	19,248	-	82,981	63,733	23.2%
MATERIALS & SERVICES	35,395	334	212,555	176,826	16.8%
CAPITAL OUTLAY	15,740	-	41,800	26,060	37.7%
CONTINGENCY/OTHER	-	-	57,992	57,992	0.0%
	70,384	334	395,328	324,611	17.9%
REVENUE OVER EXPENDITURE	5,764	(334)		(5,430)	

SEWER COMBINED FUND

	YTD ACTUAL	ENCUMBERED	<u>BUDGET</u>	(OVER)/UNDER	<u>PCNT</u>
REVENUE					
PROGRAM REVENUES					
MISCELLANEOUS REVENUE	6,755	-	25,000	18,245	27.0%
INTEREST REVENUES	11,183	-	26,900	15,717	41.6%
CASH CARRYOVER	-	-	4,894,667	4,894,667	0.0%
CHARGES FOR SERVICES	975,680	-	3,961,000	2,985,320	24.6%
SPECIAL ASSESSMENTS	93,008	-	201,053	108,045	46.3%
TRANSFER IN			208,487	208,487	0.0%
TOTAL FUND REVENUE	1,086,626	-	9,317,107	8,230,481	11.7%
EXPENDITURES					
SEWER/WWTP EXPENDITURES					
PERSONNEL SERVICES	144,846	-	623,002	478,156	23.2%
MATERIALS & SERVICES	100,880	129,751	543,072	312,441	42.5%
CAPITAL OUTLAY	73,581	98,100	2,155,000	1,983,319	8.0%
TRANSFERS OUT	100,577		406,389	305,812	24.7%
	419,885	227,851	3,727,463	3,079,727	17.4%
SEWER COLLECTIONS EXPENDITURES					
PERSONNEL SERVICES	75,220	-	317,543	242,323	23.7%
MATERIALS & SERVICES	28,030	1,050	107,540	78,460	27.0%
CAPITAL OUTLAY	17,810	183,632	1,775,000	1,573,558	11.3%
TRANSFERS OUT	11,978		47,911	35,933	25.0%
	133,038	184,682	2,247,994	1,930,274	14.1%
STORMWATER EXPENDITURES					
PERSONNEL SERVICES	68,563	-	297,642	229,079	23.0%
MATERIALS & SERVICES	5,721	520	60,585	54,344	10.3%
CAPITAL OUTLAY	-	-	920,000	920,000	0.0%
TRANSFERS OUT	10,096		40,383	30,287	25.0%
	84,380	520	1,318,610	1,233,710	6.4%
SEWER UNALLOCATED					
PERSONNEL SERVICES	11,856	-	51,619	39,763	23.0%
MATERIALS & SERVICES	10,186	-	164,360	154,174	6.2%
CAPITAL OUTLAY	-	-	737,962	737,962	0.0%
DEBT SERVICE	-	-	597,950	597,950	0.0%
TRANSFERS	-	-	256,870	256,870	0.0%
CONTINGENCY			214,279	214,279	0.0%
	22,043	-	2,023,040	2,000,998	1.1%
TOTAL FUND EXPENDITURES	659,345	413,053	9,317,107	8,244,709	11.5%
REVENUE OVER EXPENDITURE	427,282	(413,053)		(14,229)	