



## AGENDA

### CANBY CITY COUNCIL MEETING

April 20, 2016

7:30 PM

Council Chambers  
155 NW 2<sup>nd</sup> Avenue

*Mayor Brian Hodson*

*Council President Tim Dale*  
*Councilor Clint Coleman*  
*Councilor Tracie Heidt*

*Councilor Traci Hensley*  
*Councilor Greg Parker*  
*Councilor Todd Rocha*

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### CITY COUNCIL MEETING

#### 1. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance
- C. Promotion of Police Officer

#### 2. COMMUNICATIONS

#### 3. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

*(This is an opportunity for visitors to address the City Council on items not on the agenda. It is also the time to address items that are on the agenda but not scheduled for a public hearing. Each citizen will be given 3 minutes to give testimony. Citizens 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.)*

#### 4. MAYOR'S BUSINESS

#### 5. COUNCILOR COMMENTS & LIAISON REPORTS

#### 6. 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 April 6, 2016 City Council Regular Meeting
- B. Reappointments to the Historic Review Board Pg. 1
- C. Appointment to the Traffic Safety Commission Pg. 7
- D. Reappointment to the Traffic Safety Commission Pg. 10
- E. Appointment to the Transit Advisory Committee Pg. 11

#### 7. PUBLIC HEARINGS

- A. TA 16-01 Historic Review Board Membership Change Pg. 12

#### 8. RESOLUTIONS & ORDINANCES

- A. Ord. 1435, Amending CMC Chapter 16.110.025 Regarding the Historic Review Board Committee for the City of Canby Pg. 21

- B. Ord. 1436, Authorizing Contract w/Eagle-Elsner, Inc. in the amount of \$684,476.00 with Authorization to Expand the Scope to an Amount not to Exceed \$700,000.00 for Construction of the 2016 Street Maintenance Program; and Declaring an Emergency (**2<sup>nd</sup> Reading**) Pg. 23
- C. Ord. 1437, Amending CMC Chapter 2.20.070 Regarding the Public Library (**2<sup>nd</sup> Reading**) Pg. 31
- D. Ord. 1438, Authorizing the City of Canby to Enter into a Purchase and Sale Agreement with Pioneer Property, LLC for the Purchase of Real Property (**2<sup>nd</sup> Reading**) Pg. 33
- E. Ord. 1439, Authorizing Contract with Heard Farms for Wastewater Sludge Removal Pg. 49
- F. Ord. 1440, Authorizing Contract w/Curran-McLeod, Inc. Consulting Engineers for Engineering Services to Complete Improvements to the Wastewater Treatment Facility for Sludge Storage and Conditioning; Transferring Budget Appropriations; and Declaring an Emergency Pg. 56

**9. NEW BUSINESS**

**10. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS**

**11. CITIZEN INPUT**

**12. ACTION REVIEW**

**13. EXECUTIVE SESSION: ORS 192.660(2)(h) Litigation**

**14. 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.ci.canby.or.us](http://www.ci.canby.or.us). 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.

**CITY OF CANBY  
APPLICATION  
BOARD/COMMITTEES/COMMISSIONS/COUNCIL**

Date: *March 4, 2016*

Name: *Carol S. Palmer*      Occupation: *Retired*

Home Address:

Employer: \_\_\_\_\_ Position: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ (cell)      Evening Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

For which position are you applying?

*Historic Review Board*

What are your community interests (committees, organizations, special activities)?

*Historic preservation, economic development, public history projects, arts programming, and parks.*

Experience and educational background:

*See attached CV*

Reason for your interest in this position:

*I am currently chair of the Historic Review Board and we have an exciting list of projects in progress and I would like to see them through to completion.*

List any other City or County positions on which you serve or have served:

*None*

Information on any special membership requirements: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Referred by (if applicable): \_\_\_\_\_

Feel free to attach a copy of your resume and use additional sheets if necessary

**THANK YOU FOR YOUR WILLINGNESS TO SERVE CANBY**

Please return to:      *City of Canby*  
Attn: *City Recorder*  
182 N Holly Street  
PO Box 930  
Canby, OR 97013

Phone: 503.266.0733    Fax: 503.266.7961    Email: [Scheaferk@ci.canby.or.us](mailto:Scheaferk@ci.canby.or.us)

*Note: Please be advised that this information may be made available to anyone upon a public records request and may be viewable on the City's web site.*

*1-4-13*

# Carol S. Palmer

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## Education

**PhD, Public History Program, Arizona State University, 2012.** Dissertation: "Reimagining Surprise: The Evolution of a Twenty-First Century Boomburb, 1938-2010."

**M.A., Public History Program, Arizona State University, 2007.** Thesis: "Challenging Tradition: Arizona Women Fight for the Equal Rights Amendment."

**MBA, Executive Management, University of Oregon, 1990.**

**B.A., Social Sciences and Secondary Education, Western Oregon University, 1970.**

## Volunteer Positions

- **City of Canby Historic Review Board**, (Member 2013, Chairperson, 2014 to present).
- **Willamette Falls Heritage Area Advisory Council** (2015 to present).

## Employment

2008 to 2014	<b>Palmer Research, LLC</b> Historical research, writing, and consultation for corporations, government agencies, and individuals.
2003 to 2007	<b>Research First Consulting</b> Strategic and operational analyses for <i>Fortune</i> 500 companies.
2000 to 2003	<b>Qwest Communications</b> Senior Director, Billing, Collections, and Operations Support
1998 to 2000	<b>USWEST Communications/Qwest Communications</b> Director of Operations Support and Merger Implementation
1971 to 1998	<b>Pacific Northwest Bell/ USWEST Communications</b> Various customer service and management positions

## **Awards**

- **Arizona State University Graduate School Dissertation Completion Fellowship**, 2012.
- **Lattie and Elva Coor Building Great Communities Graduate Fellowship**, 2010-2011.
- **Faculty Women's Association Distinguished Achievement Award**, Arizona State University, History Department Nominee, 2007.
- **Best Use of Archival Material**, Arizona History Convention, "Doing It for Our Daughters: Arizona Women and the ERA," 2006.
- **Graduate Fellowship**, Arizona State University Public History Program, 2005-2006.
- **Phi Alpha Theta**, 2005.
- **Council of Leaders**, USWEST Communications, 1992.
- **President's Club**, USWEST Communications, 1990, 1998, 1999, & 2000.

## **Publications**

- **The City of Surprise: A History in Progress** (Phoenix: Heritage Publishers, 2010).
- **"Rediscovering a City's Roots: The Surprise History Project** (*Arizona Contractor and Community*, Phoenix, Arizona, Fall, 2014).

## **Projects**

2016	Collaborating with city staff in multiple departments, initiated a project to establish Baker Prairie Cemetery as a community resource for heritage tourism and cultural and educational programs. Project includes grounds and marker restoration, community engagement and education initiatives, and heritage events.
2014 to 2016	Working with Canby Historical Society, conducted research and wrote an Oregon Heritage Tree nomination for the Lee Oak Tree. Nomination accepted and tree included in the Oregon Heritage Tree Class of 2016.
2014 to 2016	Researched and wrote a National Registry Nomination for the City of Canby City Hall. To be submitted, June 2016.
2013 to 2016	In collaboration with city staff and Canby Historical Society, developed the proposal and the implementation plan for a commercial district heritage trail. This included preliminary research, as well as selecting and overseeing contractors doing intensive level research. Implementation scheduled for summer, 2016.

2012 to 2013	Developed proposal for a women's heritage trail as part of the City of Surprise's commemoration of its 75 <sup>th</sup> anniversary. Conducted the research and wrote narratives detailing the accomplishments of the women and the significance of the sites.
2010 to 2011	Conducted research for the Senator Paul Fannin biography project.
2010	Consulted on the Arizona State University Public History Program proposal for the Sandra Day O'Connor House.
2008 to 2009	Conducted research, including oral histories, for the City of Surprise community history project. Wrote a popular history book, <i>The City of Surprise: A History in Progress</i> .
2006 to 2007	Contributed to the Arizona State Archives Legislative History Project, conducting oral history interviews with former state lawmakers.
2006	Developed a survey of Glendale, Arizona analyzing its economic, social, and cultural resources and proposing ways in which historically-based cultural institutions could strategically leverage this environment.
2005 to 2007	Conducting primary and secondary research on Arizona's response to the Equal Rights, created an archival file for Arizona State Archives.
2005	Participated in a property survey of a 1950s Phoenix suburb for a National Historic Register nomination.
2003 & 2005	Conducted strategic alignment and operational effectiveness analyses of AT&T's business service and sales units.
2000	Directed the planning and implementation of the integration of the consumer and business marketing and service units for the USWEST and Qwest merger.

### **Conference Panels and Papers**

**"The Surprise, Arizona Women's Heritage Trail: Connecting Past Accomplishments to the Present,"** Rural Women's Studies Association Triennial Conference, San Marco, Texas, 2015

**"Edging in Women's History,"** Roundtable participant, National Council on Public History, Annual Meeting, Nashville, Tennessee, 2015

**"Defining Surprise: A Battle over Community Identity on the Urban-Rural Fringe."** Arizona Centennial Conference, Phoenix, Arizona: 2012

**"Public History and Sustainability."** Roundtable participant: Annual conference of the American Society for Environmental History, Phoenix, Arizona: 2011

**“Recycling Buildings: Reframing Historic Preservation in the Language of Sustainability and the Green Economy.”** Working Group Panel Participant, Annual Meeting of the National Council on Public History and the American Society for Environmental History, Portland, Oregon: 2010

**“The Surprise Women’s Club: Building Community Identity.”** Arizona-Nevada History Convention, Laughlin, Nevada: 2010

**“Doing it for Our Daughters: Arizona Women and the ERA.”** Arizona History Convention, Tucson, Arizona: 2006

### **Professional Affiliations**

- Oregon Historical Society
- Organization of American Historians
- Northwest Independent Scholar Association
- National Council on Public History
- American Association of State and Local Historians

**CITY OF CANBY  
APPLICATION  
BOARD/COMMITTEES/COMMISSIONS/COUNCIL**

Date: March 29, 2016

Name: Barbara Garber Occupation: Editor

Home Address: \_\_\_\_\_

Employer: Self-employed Position: Owner/Editor

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

For which position are you applying? Historic Review Board

What are your community interests (committees, organizations, special activities)?  
Current member of the Historic Review Board. Former president of our HOA (Postlewait Estates) in Canby

Experience and educational background: I'm an editor and book author, with a Bachelor's degree in Business & Management and background in art history.

Reason for your interest in this position: I've enjoyed contributing to the current HRB and working alongside Carol, Jamie, and the other hard-working members.

List any other City or County positions on which you serve or have served:  
Current member of the Historic Review Board (1 year)

Information on any special membership requirements: n/a

Referred by (if applicable): Carol Palmer (HRB chair)

Feel free to attach a copy of your resume and use additional sheets if necessary

**THANK YOU FOR YOUR WILLINGNESS TO SERVE CANBY**

Please return to: *City of Canby  
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PO Box 930  
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Phone: 503.266.0733 Fax: 503.266.7961 Email: [Scheaferk@ci.canby.or.us](mailto:Scheaferk@ci.canby.or.us)

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1-4-13



**CITY OF CANBY  
APPLICATION  
BOARD/COMMITTEES/COMMISSIONS/COUNCIL**

Date: 3.20.2016

Name: Curt Ahlschlager

Occupation: Marketing

Home Address:

Employer: Cambia Health

Position: Marketing Project Manager

Daytime Phone:

Evening Phone:

E-Mail Address:

For which position are you applying? Traffic Safety Committee

What are your community interests (committees, organizations, special activities)?

My involvement has been sporadic in recent years, but I have helped with Sunday School and a variety of activities at our church (New Life Foursquare as well as Riverwest).

Our children are older now and I have more time available to get involved. I want to be more plugged into the Canby community.

Experience and educational background:

B.S. Business Administration from University of Oregon

25 years working in the Portland area, including marketing roles with Nike, HP, Hollywood Video and Tektronix. I'm well versed in working in complex organizations, contributing within cross functional teams, and project managing detailed programs.

Reason for your interest in this position: I am eager to get involved, and as a father of three girls I'm very concerned in ensuring that Canby is as safe as possible. I'm specifically interested in traffic and my wife jokes with me when I act like a "watch dog" when I see people speeding.

List any other City or County positions on which you serve or have served:

Information on any special membership requirements:

Referred by (if applicable):

Feel free to attach a copy of your resume and use additional sheets if necessary

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**RECEIVED**

**MAR 21 2016**

*City of Canby - City Recorder*

1-4-13

# Curt Ahlschlager

## Summary

A process oriented, fact based, consumer driven Marketing Professional with 20 years of business experience and a proven track record of driving bottom line results through project management and leadership. A forward thinking leader and exceptional project manager.

## Professional Experience

### **Cambia Health Solutions /Corporate Headquarters, Portland, Oregon**

**Consultant, 10/2015 – Present**

**Consultant, 09/2014 – 05/2015**

*Responsible for execution of marketing communication materials in support of new BridgeSpan line of business & B2B initiatives.*

- Engage and collaborate with cross-functional teams, clients and vendors to produce relevant marketing support (digital banners, SEM, direct mail, OOH etc.).
- Manage the creation and marketing execution of multiple, simultaneous project schedules in conjunction with key stakeholders.
- Analyze campaign results for influencing future marketing initiatives and budget planning.
- Create, track and manage estimates and budgets as well as report on campaign results.
- Assist in creation of marketing plan/ communication strategy for 2016.

### **Ivey Marketing /Corporate Headquarters, Portland, Oregon**

**Account Manager 05/2015 – 10/2015**

*Manage existing business, clients and projects and seek opportunities to actively pursue and procure profitable business for the company from both new and existing customers through a consultative selling process.*

- Manage the creative, design and strategy process for customers and company on specific projects.
- Closely communicate with customers and AE's to assist in development of SOW's, estimates and client pitches.
- Closely communicate with internal customers to coordinate project objectives and coordinate kickoff meetings.
- Engage customers in dialogues on new products, technologies and solutions.

### **Tektronix /Corporate Headquarters, Beaverton, Oregon**

**Interactive Marketing Communications - Consultant, 05/2012 – 8/2014**

*Manage and direct interactive content creation supporting key product launches and ongoing initiatives for the Americas region.*

- Define interactive content strategy while leading the execution effort of Product Demos, Video and Webinars.
- Manage detailed project plans to ensure the timely and effective implementation of interactive content.
- Engage internal and external resources to develop materials within budget.
- Gather, analyze and report on monthly interactive content of Tek.com to influence best practices.

### **Nike Inc. /Corporate Headquarters, Beaverton, Oregon**

**Marketing Consultant – Retail Brand Presentation, 09/2010 – 11/2011**

*Champion the NIKE point of view at Eastbay by supporting the planning and executions through strategic collaboration.*

- Managed day to day relationship with Eastbay account with respect to digital/print advertising ensuring consistent NIKE messaging.
- Collaborated with Retail Brand Presentation category leads, brand marketing, and sales to align priorities and ensure relevant marketing content for the account.
- Managed external design/agency resources in adapting Nike Global direction.
- Mapped out and managed digital marketing calendar for Nike presence on Eastbay.com.
- Developed monthly reporting on digital traffic, trends and effectiveness of print and digital support.

### **Knowledge Learning Corporation /Corporate Headquarters, Portland, Oregon**

**Marketing Consultant, 01/2008 – 07/2009**

*Collaborate with Marketing leadership team and National Marketing Manager to develop & deliver external advertising vehicles.*

- Provided creative insight and point of view for national advertising materials and branding elements for multiple categories.
- Collaborated with key department stakeholders (Education, Operations, Legal, etc.) to ensure accurate & appropriate materials.
- Managed detailed project plans to ensure the timely and effective implementation of solutions, projects and sustainability models.

### **Hollywood Entertainment /Corporate Headquarters, Wilsonville, Oregon**

**Marketing Manager, 2002 - 2007**

*Planned, briefed and managed external advertising programs focused on customer acquisition for 2,500 Hollywood video and Game Crazy locations.*

- Created on-Brand, on-strategy advertising campaigns and customer communication materials.

- Planned and prepared advertising (i.e. print, direct mail, email, radio and television) and promotional material to increase sales and customer loyalty, working with company leadership, operations departments and advertising agencies.
- Managed Game Crazy marketing materials ensuring Brand consistency during rapid store growth (from 100 to 700 in two years).
- Collaborated with key product and marketing stakeholders to determine appropriate vehicles to drive store traffic.
- Supervised 1 employee.

**Marketing Project Manager – Contract Assignments. Portland, Oregon, 1997 - 2002**

*Provided marketing project management in a variety of industries. Acted in liaison role to ensure seamless interchange between product marketing and design. Led with an emphasis on interpersonal skills. Successful in "bridging the gap" between challenging departments. Breadth of marketing projects/materials included co-op advertising kits, websites, cross-marketing tennis events, grand opening advertising, newsletters & product slicks.*

**Nike Inc., Beaverton, Oregon**

**Inside Sales Representative/ Nike Golf, 03/ 2002 – 06/ 2002**

- Initiated a customer cultivation and stewardship program for existing customers to drive increased and expanded sales above and beyond existing face-to-face sales calls.

**Nike Inc., Beaverton, Oregon**

**Assistant producer/ Nike.com, 05/ 2000 – 08/ 2001**

- Assistant produced Nike's "Worldbody" 2000 Olympic website, and interim producer of the Nike iD web site.
- Defined project requirements, coordinating departmental efforts, resolving project conflicts, assessing progress, reporting status to organizational leadership and controlling project scope resulting in project completion within budgetary and scheduled guidelines..
- Coordinated and managed the third party relationship and project that translated the web site into 9 languages.

**VetSmart, Portland, Oregon**

**Marketing Specialist, 08/ 1999 – 05/ 2000**

- Created and placed newspaper ads for promotions and grand openings.
- Coordinated promotional materials for new clinic grand openings resulting in the successful launch of over 20 new clinics nationwide.

**Tektronix, Wilsonville, Oregon**

**Program Manager, 11/ 1998 – 04/ 1999**

- Managed marketing communications for new color printer products.
- Led the development of B2B marketing materials including print (i.e. newsletter, product slicks, and support materials).

**Nike, Inc. Beaverton, Oregon**

**Tennis Sports Marketing Project Manager/ Nike Field Sports Marketing, 02/ 1998 – 09/ 1998**

- Led teams of 2-4 vehicles to 4 key national tennis events and numerous local community events promoting the Mercedes SUV and Nike interactive programs.
- Drove grass roots marketing initiative through quick set-up, high interactivity, and relationship marketing within targeted communities.

**Hewlett Packard, Vancouver, Washington.**

**Marketing Specialist, 04/ 1997 – 01/ 1998**

- Managed the creation, production and distribution of co-op marketing kits.
- Coordinated account specific advertising/ messaging projects with co-op advertising agency in conjunction with Trade management direction (i.e. Office Max small biz ads, Comp USA – Computer City Sweepstakes ads, Wal-Mart imaging and layout).
- Managed the co-op advertising agency relationship and collaborated on design approval.

**Nike Inc., Beaverton, Oregon, 10/ 1990 – 08/ 1996**

**Global Retail Marketing Program Manager, 05/ 1994 – 08/ 1996**

*Managed seasonal marketing programs and project teams to drive Nike's Brand image and drive sell-in and sell-through of Nike product.*

- Managed the global launch of new product technology including a comprehensive package of display materials that integrated Nike's print advertising imagery at the Point of Sale, 3-D single shoe displays, multi-shoe displays elements and updatable graphics. This program resulted in the carving out of semi-permanent space in our retail outlets.
- Coordinated product for photo shoots and occasional events (i.e. Footlocker Slam Fest).
- Managed a \$750,000 budget.

**Other Nike Company Positions**

Progressed through positions of increasing responsibility as a result of exceptional performance and results.

- **Global Retail Marketing Project Coordinator, 07/ 1992 – 05/ 1994**
- **Nike Retail Sales Associate, 10/ 1990 – 07/ 1992**

**Education**

UNIVERSITY OF OREGON, Eugene, Oregon

**Bachelor of Sciences - Marketing, 1990**

**CITY OF CANBY  
APPLICATION  
BOARD/COMMITTEES/COMMISSIONS/COUNCIL**

Date: April 5, 2016

Name: Barbara Rodgers

Occupation: retired

Home Address:

Employer:

Position:

Daytime Phone:

Evening Phone: same

E-Mail Address:

For which position are you applying? Traffic Safety Commission

What are your community interests (committees, organizations, special activities)? I am currently serving on the Traffic Commission and I wish to continue to help my city.

Experience and educational background:

Reason for your interest in this position: Neighborhood traffic concerns. I hope to help solve the problems with traffic that are so bothersome at this time.

List any other City or County positions on which you serve or have served:

Information on any special membership requirements:

Referred by (if applicable):

Feel free to attach a copy of your resume and use additional sheets if necessary

**THANK YOU FOR YOUR WILLINGNESS TO SERVE CANBY**

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**CITY OF CANBY  
APPLICATION  
BOARD/COMMITTEES/COMMISSIONS/COUNCIL**

Date: *MARCH 29, 2016*Name: *GLORIA J. RANDOLPH*Occupation: *RETIRED TELEPHONE CO  
PORTLAND - OREGON*

Home Address:

Employer: *CANBY - OR. 97013*

Position:

Daytime Phone:

Evening Phone: *---*

E-Mail Address:

For which position are you applying? *advisory committee CAT TRANSPORTATION*

What are your community interests (committees, organizations, special activities)?

*CANBY ADULT CENTER, LIBRARY IN TOWN, TRAVELING,  
GARDENING, SEWING.*

Experience and educational background:

*VOLUNTEER OREGON Ombudsman CFC - SALEM - RECRUITER  
PREVIOUS CO-OWNER of WELDING + FABRICATING BUSINESS.  
SPECIAL STUDIES @ TELEPHONE CO. ON RESIDENT COUNCIL  
@ MEADOWS-HOPE Village 2 yrs ago BEFORE MOVING away.*

Reason for your interest in this position:

↓

*Am NEW DIAL-A-RIDE PARTICIPANT and SEE A LOT OF  
GOOD WORK BEING DONE.*

List any other City or County positions on which you serve or have served:

*NONE*

Information on any special membership requirements:

Referred by (if applicable): *BARBARA Lewis, DRIVER*

Feel free to attach a copy of your resume and use additional sheets if necessary

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1-4-13

# **M E M O R A N D U M**

**TO:** *Honorable Mayor Hodson and City Council*  
**FROM:** *Bryan C. Brown, Planning Director*  
**DATE:** *April 20, 2016*  
**THROUGH:** *Rick Robinson, City Administrator*

## **Issue/Objective:**

This is a legislative amendment application to Section 16.110.025 (2) of the Canby Municipal Code to increase the membership size of the Historic Review Board which was initiated by City staff at the recommendation of the Historic Review Board.

## **Synopsis:**

This request is subject to the review process that all amendments to Title 16 Land Development and Planning Ordinance must follow with a public hearing before the Planning Commission with a recommendation and final action by the City Council after holding their own public hearing.

The applicable review criteria and staff findings are indicated in the Planning Commission staff report (Attachment #1) utilized at the 3.28.16 Planning Commission public hearing where discussion centered around designating 7 individual members to the Board rather than providing a range to the membership as had previously existed and was proposed by staff to be extended to seven.

**Recommendation:** *The Planning Commission recommends Option #1, for the Council to approve a change in the designated membership of the Historic Review Board to seven (7) individuals.*

## **Rationale:**

The findings of the Planning Commission and there formal recommendation is documented in written form in their Final Order in Attachment #2.

**Notice Provided:** Legal hearing notice was placed in the Canby Herald on March 23, 2016 indicating the date, time, and place of the both the Planning Commission and Council public hearings on this matter. The public hearing notice or agenda was posted in 3 of the most public places in Canby prior to this hearing.

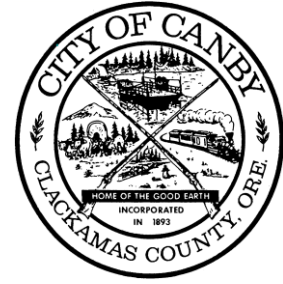
**Public Input:** Comments on this request were received from Carlo Palmer, Chair of the Historic Review Board, who attended the Planning Commission hearing and provided a letter attached to the Planning Commission report.

## **Options:**

1. Approve the text amendment request as recommended and by the Planning Commission and indicated in Ordinance No. 1435.
2. Choose to retain the current membership range and size limiting the HRB to no more than five (5) members.

**Attachments:**

1. Planning Commission staff report dated 3.14.16 with Carol Palmer letter attachment
2. Planning Commission Final Order with Findings & Recommendation



## STAFF REPORT

**TITLE:** Historic Review Board Membership Change

**FILE #:** TA 16-01

**STAFF:** Bryan Brown, Planning Director

**DATE OF REPORT:** March 14, 2016

**DATE OF HEARING:** March 28, 2016

### **I. REQUEST**

This is a legislative amendment application to the text of Title 16 Land Development and Planning Ordinance. The application was initiated by City staff at the request of the Historic Review Board. This text amendment provides the opportunity to increase the membership size of the Historic Review Board through amendment of Section 16.110.025 (2) of the Canby Municipal Code.

### **II. APPLICABLE REGULATIONS**

**City of Canby General Ordinances:**

16.88.160 Amendments to text of title

16.110.025 Historic Review Board

### **III. MAJOR APPROVAL CRITERIA**

**Section 16.88.160 Amendments to Text of Title**

In judging whether or not this title should be amended or changed, the Planning Commission and City Council shall consider:

- A. The Comprehensive Plan of the City, and the plans and policies of the county, state, and local districts, in order to preserve functions and local aspects of land conservation and development;
- B. A public need for the change;



- C. Whether the proposed change will serve the public need better than any other change which might be expected to be made;
- D. Whether the change will preserve and protect the health, safety and general welfare of the residents in the community;
- E. Statewide planning goals.

#### **IV. PROJECT OVERVIEW AND BACKGROUND**

The Canby Historic Review Board is recommending expanding their Board membership size opportunity from three to five members to include up to seven members to better serve the community.

The Historic Review Board has a pretty long history in Canby. One milestone was the passage of Ordinance No. 742 in March, 1984 establishing an historical overlay (A) designation to the underlying base zone on 3 historic properties on private property at that time. These properties are considered to be a part of Canby's Register of Historic Landmarks due to their historical, architectural, and/or environmental significance to Canby's past and receive recognition and a degree of protection not afforded to other historic properties not so designated by provision of Section 16.110 of the Canby Municipal Code.

Although the Historic Review Board went through a period of inactivity for several years, interest within the community has been revitalized and an amendment to the Board membership was made in 2013 providing a range for either 3 or 5 designated members to the Board. The interest in the code text amendment at that time was to help facilitate an operational Board by allowing as few as 3 Board members and an option for 5 members.

#### **V. PROPOSED AMENDMENTS**

The recommended text amendment to Chapter 16.110 Historic Preservation is to increase the opportunity to grow the Board membership to (7) seven. This is seen as an opportunity to respond to increased community interest that would enhance the effectiveness of the Boards work.

A short written paragraph from Chairperson Carol Palmer in support of the requested Historic Review Board membership change has been included as a part of the record in Attachment #1 below.

The proposed text amendments to the Land Development and Planning Ordinance are as set forth in Ordinance No. 1435 in Attachment #2. The new amendment expands the current range of Historic Review Board membership appointment from 3 or 5 to include 7 individuals based on the level of community interest. The Board and staff would also support an alternate and more conventional amendment to merely expand the

designated membership to seven. The range in the membership has been retained in recognition that finding knowledgeable and interested members to serve on this Board has not been consistent over time and may better assure that the Board can continue to operate successfully over time.

**VI. CONSISTENCY WITH THE CRITERIA FOR LEGISLATIVE TEXT AMENDMENT**

- A. The Comprehensive Plan of the City, and the plans and policies of the county, state or any local districts, in order to preserve functions and local aspects of land conservation and development;**

*Most of the Comprehensive Plan goals and policies are not germane to this application. The Citizen Involvement Element has been met via the public hearings held pertaining to this request and notice within the legal section of the local newspaper and by furthering a request received directly from an active citizen lead advisory committee to the City Council. Staff concludes that the Text Amendment is consistent with all aspects of the Comprehensive Plan.*

- B. A public need for the change;**

The need for the proposed change has come directly from the existing operating Board. Providing an opportunity for greater public participation and potential increased efficiency in completing the committee's work program has been indicated as the primary benefits of the proposed amendment.

- C. Whether the proposed change will serve the public need better than any other change which might be expected to be made;**

*As this is a code requirement, no other changes are expected to be made. Past difficulties in obtaining enough interested Board members resulted in proposing an amendment which retains a range of appointment numbers depending on community interest over time.*

- D. Whether the change will preserve and protect the health, safety and general welfare of the residents in the community;**

*Staff believes this criterion has been met, and allows increased flexibility for future Board operation and efficiency as amended.*

- E. Statewide Planning Goals.**

The following is the only Statewide Planning Goal to apply to this application and conformance with the goal has been met as indicated below:

**Goal 1: Citizen Involvement.**

*The Planning Commission will make a recommendation to the City Council on this application in a public hearing which was noticed in the Canby Herald and by the holding of public hearings by the Planning Commission and the City Council prior to making a decision.*

## **VIII. RECOMMENDATION**

Based on the findings and conclusions presented in this report, and without benefit of a public hearing, staff recommends that the Planning Commission advance a recommendation of approval on to the City Council on Text Amendment TA 16-01.

### **Attachments**

1. Written letter recommending the Text Amendment from Carol Palmer, Chairperson of Historic Review Board dated March 8, 2016.
2. Ordinance No. 1435 including proposed amendments

March 8, 2016

## Historic Review Board Expansion Request

Submitted by Carol Palmer, Chairperson

Raising the limit on the number of members on the Historic Review Board from five to seven would enhance the effectiveness of the board and enable us to recruit members from unrepresented groups without waiting for a current member to resign. Operating with five members limits input and perspective on decisions and discussions. It proves especially difficult when one or two members must be absent. Additional members would bring additional viewpoints to our meetings and expand our base of support in the community. We want to add a representative from the Hispanic community (a group under-represented on Canby's boards and commissions) and someone from the school district (an important audience for any public history project). We have four projects in progress, which will be completed this year. We begin planning for our 2017-18 project cycle this summer. Having two additional members would improve the planning process and the board's ability to do effectively implement those plans.

**BEFORE THE PLANNING COMMISSION  
OF THE  
CITY OF CANBY**

**AN APPLICATION TO AMEND THE )  
CANBY MUNICIPAL CODE, CHAPTER )  
16 OF THE LAND DEVELOPMENT )  
AND PLANNING ORDINANCE )**

**FINDINGS, CONCLUSION & FINAL ORDER  
TA 16-01  
HISTORIC REVIEW BOARD  
MEMBERSHIP CHANGE  
CITY OF CANBY**

**NATURE OF APPLICATION**

The City of Canby initiated amendments to the text of the Title 16 of the Canby Municipal Code, the *Canby Land Development and Planning Ordinance*, in order to increase the membership size of the Historic Review Board from three to five members to include up to seven members to better serve the community.

**CRITERIA AND STANDARDS**

In judging whether or not this legislative land use amendment of Title 16 of the *Canby Municipal Code* should be amended, the Planning Commission must consider the following criteria from Chapter 16.88 of the *Land Development and Planning Ordinance*:

1. The *Comprehensive Plan* of the city, and the plans and policies of the county, state, and local districts, in order to preserve functions and local aspects of land conservation and development;
2. A public need for the change;
3. Whether the proposed change will serve the public need better than any other change which might be expected to be made;
4. Whether the change will preserve and protect the health, safety and general welfare of the residents in the community;
5. Statewide planning goals.

**FINDINGS AND REASONS**

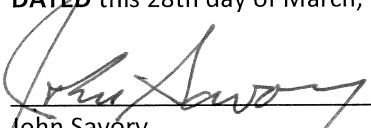
The Planning Commission held a public hearing March 28, 2016. The Planning Commission advanced a recommendation of approval to the City Council for Text Amendment TA 16-01.

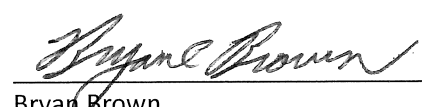
**CONCLUSION**

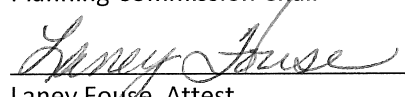
The Planning Commission concludes that the proposed amendment complies with the *Comprehensive Plan* of the city, and the plans and policies of the county, state, and local districts, and will preserve functions and local aspects of land conservation and development.

I CERTIFY THAT THIS ORDER approving TA 16-01 Historic Review Board was presented to and APPROVED by the Planning Commission of the City of Canby.

DATED this 28th day of March, 2016

  
John Savory  
Planning Commission Chair

  
Bryan Brown  
Planning Director

  
Laney Fouse, Attest  
Recording Secretary

**ORAL DECISION: March 28, 2016**

Name	Aye	No	Abstain	Absent
John Savory	✓			
Shawn Hensley	✓			
John Serlet	✓			
Larry Boatright	✓			
Kristene Rocha				✓
Derrick Mottern	✓			
Tyler Smith				✓

**WRITTEN DECISION: March 28, 2016**

Name	Aye	No	Abstain	Absent
John Savory	✓			
Shawn Hensley	✓			
John Serlet	✓			
Larry Boatright	✓			
Kristene Rocha				✓
Derrick Mottern	✓			
Tyler Smith				✓

## ORDINANCE NO. 1435

### AN ORDINANCE AMENDING CANBY MUNICIPAL CODE CHAPTER 16.110.025 REGARDING THE HISTORIC REVIEW BOARD COMMITTEE FOR THE CITY OF CANBY

**WHEREAS**, Chapter 16.110.025 of the Canby Municipal Code created an Historic Review Board to advise the Planning Commission and City Council regarding alterations to historic landmarks and recommendations for designation of historic landmarks or districts; and

**WHEREAS**, the Historic Review Board has proposed expanding their membership size opportunity from three to five members to include up to seven members to better serve the community.

#### THE CITY OF CANBY ORDAINS AS FOLLOWS:

**Section 1.** Chapter 16.110.025 of the Canby Municipal Code is amended to read as noted. All other sections, shall remain in full force and effect as they presently appear.

#### **§16.110.025 Historic Review Board.**

**1.** For the purpose of this ordinance, the decisions regarding alterations to Historic Landmarks and recommendations for designation of Historic Landmarks or Districts, shall be accomplished by a City of Canby Historic Review Board.

**2.** Appointment and Composition. The City Council shall appoint ~~three (3) to five (5)~~ **seven (7)** individuals with a demonstrated positive interest, knowledge, or competence in historic preservation. To the extent possible, individuals chosen to serve on the Historic Review Board shall represent the disciplines listed in *The Secretary of the Interior's Proposed Historic Preservation Qualification Standards*. A majority of Board members shall reside or work inside Canby's Urban Growth Boundary. (Ord. 1369, 2013; Ord. 1435 2016)

Members are appointed by the City Council upon recommendation by the Committee Chairperson and assigned Council Liaison. The Mayor may vote only to break a tie, if necessary. Any Board member failing to attend three consecutive meetings without approval of the Board Chairperson may be removed by the Council and a new member appointed to complete the unexpired term. Historic Review Board members serve at the pleasure of the City Council and are subject to removal at any time by the Council with or without cause. (Ord. 1369, 2013)

**3.** Terms of Service. The members of the Historic Review Board shall be appointed for three (3) years, and may be reappointed or removed at the discretion of the City Council. In the first appointment one (1) members shall be appointed for three (3) years, at least one (1) members shall be appointed for two (2) years, and at least one (1) member shall be appointed for one (1) year.(Ord. 905, 1994; Ord. 1061, 2000, Ord. 1369, 2013)

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, April 20, 2016 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 May 4, 2016 commencing at the hour of 7:30 PM in the Council Meeting Chambers located at 155 NW 2<sup>nd</sup> Avenue, Canby, Oregon.

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Kimberly Scheafer, MMC  
City Recorder

**PASSED** on the second and final reading by the Canby City Council at a regular meeting thereof on May 4, 2016 by the following vote:

YEAS\_\_\_\_\_ NAYS\_\_\_\_\_

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Brian Hodson  
Mayor

ATTEST:

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Kimberly Scheafer, MMC  
City Recorder



## **ORDINANCE NO. 1436**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH EAGLE-ELSNER, INC. IN THE AMOUNT OF \$684,476.00 WITH AUTHORIZATION TO EXPAND THE WORK SCOPE TO AN AMOUNT NOT TO EXCEED \$700,000.00 FOR CONSTRUCTION OF THE 2016 STREET MAINTENANCE PROGRAM; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Canby has heretofore advertised and received six (6) bids for the 2016 Street Maintenance Program; and

**WHEREAS**, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on March 7, 2016; and

**WHEREAS**, bids were received and opened on March 22, 2016 at 2:00 pm in the City Hall Conference Room of the City of Canby and the bids were read aloud:

**WHEREAS**, the bidders are as listed below and a detailed tabulation of all items is attached herein and summarized as follows:

The summary of cost from each of the six (6) bidders is shown on the attached tabulation and listed below:

1.	Eagle-Elsner, Inc.	\$684,476.00
2.	Knife River Corporation Northwest	\$816,841.50
3.	Brix Paving Northwest, Inc.	\$817,713.09
4.	S-2 Contractors, Inc.	\$823,195.00
5.	North Santiam Paving Company	\$835,982.50
6.	Roy L. Houck Construction, LLC	\$892,699.00

**WHEREAS**, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, April 6, 2016, and considered the bids and reports and recommendations of the City staff, including the staff recommendation that the low responsive bid be selected; and

**WHEREAS**, the Canby City Council determined that the low responsive bid was that of Eagle-Elsner, Inc.; now therefore

**2nd Reading**

**THE CITY OF CANBY ORDAINS AS FOLLOWS:**

Section 1. The Mayor and/or 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 Eagle-Elsner, Inc. for the 2016 Street Maintenance Program in the amount of \$684,476.00 with authorization to expand the work scope to an amount not to exceed \$700,000.00 using the contract unit prices. A copy of the contract with Eagle-Elsner, Inc. is attached hereto and incorporated herein.

Section 2. Inasmuch as it is in the best interest of the citizens of Canby, Oregon, to complete this project as soon as possible, 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 therefore on Wednesday, April 6, 2016; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, April 20, 2016, after the hour of 7:30 PM at the Council Meeting Chambers located at 155 NW 2<sup>nd</sup> Avenue, Canby, Oregon.

\_\_\_\_\_  
Kimberly Scheafer, MMC  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 20<sup>th</sup> day of April 2016, by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

\_\_\_\_\_  
Brian Hodson, Mayor

ATTEST:

\_\_\_\_\_  
Kimberly Scheafer, MMC  
City Recorder

## CONTRACT FOR CONSTRUCTION

THIS AGREEMENT is dated as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2016, by and between:

City of Canby

(hereinafter called OWNER) and

Eagle-Elsner, Inc.

(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents:

#### **City of Canby 2016 Street Maintenance Program**

The scope of work consists of the following:

- \$ Approximately 7,500 tons of asphaltic concrete pavement at 1.5" and 2" thickness.
- \$ Approximately 24,000 lineal feet of 6-foot wide panel grinding.
- \$ Approximately 1,250 lineal feet of concrete curb and 550 square yards of sidewalks, retrofit 38 ADA ramps and reinstallation of 15 traffic signs posts with V-loc bases.
- \$ Restore approximately 37,000 lineal feet of 4" and 8" wide stripes, approximately 2,900 square feet of continental crosswalks and miscellaneous legends.

### ARTICLE 2 - ENGINEER

The Project has been designed by CURRAN-McLEOD, INC., Consulting Engineers, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### **ARTICLE 3 - CONTRACT TIME**

- 3.1 The Work will be substantially completed within 45 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 15 days after the date when the issuance of the Certificate of Substantial Completion including punch list items.
- 3.2 Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER or the OWNER may withhold from amounts due the CONTRACTOR Four Hundred Dollars (\$400.00) for each day that expires after the time specified in paragraph 3.1. for Substantial Completion until the Work is substantially complete AND/OR for each day of delay beyond the deadline for Final Completion.

### **ARTICLE 4 - CONTRACT PRICE**

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds by check, an amount totaling

**Six Hundred Eighty-Four Thousand Four Hundred Seventy-Six and 00/100 Dollars.**

**(\$684,476.00)** as shown in the attached Bid Proposal.

### **ARTICLE 5 - PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 2.03 of the General Conditions.

5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to:

(a) 95 % of the Work completed; and

(b) 95 % of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the value of the Contract Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 15.01 of the General Conditions.

5.2 Final Payment: Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the value of the Contract Work completed, as recommended by ENGINEER as provided in said paragraph 15.06.

## **ARTICLE 6 - INTEREST**

All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project, when requested in accordance with ORS 279C.570

## **ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

## **ARTICLE 8 - CONTRACT DOCUMENTS**

- 8.1 This Agreement
- 8.2 Exhibits to this Agreement.
- 8.3 Performance and other Bonds
- 8.4 Notice of Award.
- 8.5 General Conditions of the Construction Contract
- 8.6 Supplementary Conditions
- 8.7 Technical Specifications as listed in the Table of Contents.
- 8.8 Drawings & Specifications bearing the following general title:  
**City of Canby**  
**2016 Street Maintenance Program**
- 8.9 Addenda numbers 1.
- 8.10 CONTRACTOR'S Bid
- 8.11 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this ARTICLE 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Article 1 of the General Conditions).

## **ARTICLE 9 - MISCELLANEOUS**

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically by without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 In the event a suit, arbitration or other legal action is required by either the OWNER or the CONTRACTOR to enforce any provisions of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorney's fees upon trial or subsequent appeal.

IN WITNESS WHEREOF, the parties hereto have signed three counterparts of this Agreement.

This Agreement will be effective on \_\_\_\_\_, 2016.

OWNER:

**City of Canby  
P.O. Box 930  
Canby, OR 97013**

By:\_\_\_\_\_

Name/Title:\_\_\_\_\_

Name/Title:\_\_\_\_\_

CONTRACTOR:

**Eagle-Elsner, Inc.  
P.O. Box 23294  
Tigard, OR 97281**

By:\_\_\_\_\_

Name/Title:\_\_\_\_\_

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

Address for giving notices:

**CITY OF CANBY**
**2016 Street Maintenance Project**
**Bid Date: Tuesday, March 22, 2016 @ 2 P.M.**

			1	2	3	4	5	6
BID TABULATION			Eagle-Elsner	Knife River	Brix Paving NW	S-2 Contractors	North Santiam Paving Co.	Roy Houck Construction
			Units	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
<b>Basic Bid Schedule</b>								
1	MOBILIZATION, including all labor, equipment, material to complete the work as listed in the basic bid schedule and contract special requirements, miscellaneous start-up costs, equipment move-in, all associated costs for mobilization and demobilization, traffic control, public notifications, final site restoration, incidental grading & landscaping, clean up, all bonding and insurance costs.	1 LS	\$ 40,000.00	\$ 78,085.00	\$ 70,331.93	\$ 49,000.00	\$ 86,200.00	\$ 117,700.00
			\$ 40,000.00	\$ 78,085.00	\$ 70,331.93	\$ 49,000.00	\$ 86,200.00	\$ 117,700.00
2	½" ASPHALT CONCRETE PAVEMENT PRELEVEL, 300 tons, including all labor, equipment, material and installation.	300 Tons	\$ 67.00	\$ 98.00	\$ 70.09	\$ 100.00	\$ 84.00	\$ 91.00
			\$ 20,100.00	\$ 29,400.00	\$ 21,027.00	\$ 30,000.00	\$ 25,200.00	\$ 27,300.00
3	1.5" LIFT, ½" ASPHALT CONCRETE PAVEMENT OVERLAY, 550 tons, including all labor, equipment, material, tack coat, placement and sand seal joints.	550 Tons	\$ 64.00	\$ 70.35	\$ 72.52	\$ 75.00	\$ 67.00	\$ 66.00
			\$ 35,200.00	\$ 38,692.50	\$ 39,886.00	\$ 41,250.00	\$ 36,850.00	\$ 36,300.00
4	2" LIFT, ½" ASPHALT CONCRETE PAVEMENT OVERLAY, 6,600 tons, including all labor, equipment, material, tack coat, placement and sand seal joints.	6600 Tons	\$ 59.00	\$ 64.05	\$ 69.98	\$ 72.00	\$ 67.00	\$ 66.00
			\$ 389,400.00	\$ 422,730.00	\$ 461,868.00	\$ 475,200.00	\$ 442,200.00	\$ 435,600.00
5	GRIND EXISTING PAVEMENT (6" WIDE PANEL, 1.5"-2" MAX. DEPTH), AT THE MATCH POINTS AND AT GUTTER LINES AS DETERMINED IN THE FIELD, 20,000 lineal feet, including all labor, equipment, material and disposal of excess pavement material.	20,000 LF	\$ 1.70	\$ 2.30	\$ 2.00	\$ 1.60	\$ 2.00	\$ 2.48
			\$ 34,000.00	\$ 46,000.00	\$ 40,000.00	\$ 32,000.00	\$ 40,000.00	\$ 49,600.00
6	PAVEMENT RECONSTRUCTION, IF DETERMINED TO BE NECESSARY IN THE FIELD, 50 square yard, including all labor, equipment, material, AC sawcutting, excavation and disposal of existing pavement and unsuitable base material, placement of geotechnical fabric and 12 inches of compacted crushed rock, 2" thick of ½" Asphalt Concrete Pavement will be paid under bid item 4), sand seal joints.	50 SY	\$ 100.00	\$ 40.00	\$ 65.78	\$ 60.00	\$ 80.00	\$ 100.00
			\$ 5,000.00	\$ 2,000.00	\$ 3,289.00	\$ 3,000.00	\$ 4,000.00	\$ 5,000.00
7	TRUNCATED DOME DETECTABLE WARNING CAST-IN-PLACE MAT, 38 each, including all labor, equipment, material and installation.	38 Ea	\$ 240.00	\$ 250.00	\$ 266.22	\$ 300.00	\$ 250.00	\$ 260.00
			\$ 9,120.00	\$ 9,500.00	\$ 10,116.36	\$ 11,400.00	\$ 9,500.00	\$ 9,880.00
8	CONCRETE CURB TYPE "C", 1,250 lineal feet, including all labor, equipment, material, sawcut concrete, remove existing curb, dispose excess material off-site, grade and place 2" of 3/4"-0" Crushed Rock, compact and pour new curb.	1,250 LF	\$ 43.00	\$ 41.00	\$ 37.36	\$ 40.00	\$ 42.00	\$ 44.00
			\$ 53,750.00	\$ 51,250.00	\$ 46,700.00	\$ 50,000.00	\$ 52,500.00	\$ 55,000.00
9	4" CONCRETE SIDEWALK, 550 square yard, including all labor, equipment, material, sawcut concrete, remove existing sidewalk, dispose excess material off-site, grade and place 2" of 3/4"-0" Crushed Rock, compact and pour new sidewalk.	550 SY	\$ 65.00	\$ 140.00	\$ 91.24	\$ 100.00	\$ 140.00	\$ 150.00
			\$ 35,750.00	\$ 77,000.00	\$ 50,182.00	\$ 55,000.00	\$ 77,000.00	\$ 82,500.00
10	4" WIDE WHITE OR YELLOW THERMOPLASTIC STRIPE, 19,750 lineal feet, including all labor, material, equipment and installation. All material to be thermoplastic (installed complete including layout in the field).	19750 LF	\$ 0.90	\$ 0.84	\$ 0.89	\$ 0.90	\$ 0.85	\$ 0.80
			\$ 17,775.00	\$ 16,590.00	\$ 17,577.50	\$ 17,775.00	\$ 16,787.50	\$ 15,800.00
11	4" YELLOW BIDIRECTIONAL, TYPE 1 REFLECTORS, 330 each, including all labor, material, equipment and installation. All material to be thermoplastic (installed complete including layout in the field).	330 Ea	\$ 4.70	\$ 4.70	\$ 4.93	\$ 5.00	\$ 4.70	\$ 4.40
			\$ 1,551.00	\$ 1,551.00	\$ 1,626.90	\$ 1,650.00	\$ 1,551.00	\$ 1,452.00
12	8" WIDE WHITE THERMOPLASTIC STRIPE, 16,800 lineal feet, including all labor, material, equipment and installation. All material to be thermoplastic (installed complete including layout in the field).	16800 LF	\$ 1.50	\$ 1.40	\$ 1.48	\$ 1.80	\$ 1.40	\$ 1.50
			\$ 25,200.00	\$ 23,520.00	\$ 24,864.00	\$ 30,240.00	\$ 23,520.00	\$ 25,200.00
13	12" or 24" WIDE WHITE THERMOPLASTIC STOP AND CROSSWALK BARS, 2' WIDE x 9' LONG CONTINENTAL CROSSWALK, 2,900 square feet, including all labor, material, equipment and installation. All material to be thermoplastic (installed complete including layout in the field).	2,900 SF	\$ 4.00	\$ 3.85	\$ 4.11	\$ 4.50	\$ 3.80	\$ 4.25
			\$ 11,600.00	\$ 11,165.00	\$ 11,919.00	\$ 13,050.00	\$ 11,020.00	\$ 12,325.00
14	BIKE STENCILS LEGEND, 23 each, including all labor, material, equipment and installation. All material to be thermoplastic (installed complete including layout in the field).	23 Ea	\$ 100.00	\$ 98.00	\$ 104.15	\$ 110.00	\$ 98.00	\$ 250.00
			\$ 2,300.00	\$ 2,254.00	\$ 2,395.45	\$ 2,530.00	\$ 2,254.00	\$ 5,750.00
15	RAIL ROAD CROSSING LEGEND, 2 each, including all labor, material, equipment and installation. All material to be thermoplastic (installed complete including layout in the field).	2 Ea	\$ 580.00	\$ 560.00	\$ 603.00	\$ 700.00	\$ 560.00	\$ 1,025.00
			\$ 1,160.00	\$ 1,120.00	\$ 1,206.00	\$ 1,400.00	\$ 1,120.00	\$ 2,050.00
16	LEFT or RIGHT or RIGHT TURN STRAIGHT ARROWS, 8 each, including all labor, material, equipment and installation. All material to be thermoplastic (installed complete including layout in the field).	8 Ea	\$ 90.00	\$ 88.00	\$ 93.19	\$ 100.00	\$ 90.00	\$ 251.00
			\$ 720.00	\$ 704.00	\$ 745.52	\$ 800.00	\$ 720.00	\$ 2,008.00
17	STOP SYMBOLS, 2 each, including all labor, material, equipment and installation. All material to be thermoplastic (installed complete including layout in the field).	2 Ea	\$ 550.00	\$ 540.00	\$ 575.59	\$ 700.00	\$ 530.00	\$ 267.00
			\$ 1,100.00	\$ 1,080.00	\$ 1,151.18	\$ 1,400.00	\$ 1,060.00	\$ 534.00
18	SIGNS POST AND V-LOC BASES, 15 each, including all labor, material, equipment necessary to provide and plumb V-loc bases and posts, remove, salvage and reinstall existing signs on new posts to the size, kind and all associated accessories such as bolts, nuts, washers, etc... (installed complete).	15 Ea	\$ 50.00	\$ 280.00	\$ 855.15	\$ 500.00	\$ 300.00	\$ 580.00
			\$ 750.00	\$ 4,200.00	\$ 12,827.25	\$ 7,500.00	\$ 4,500.00	\$ 8,700.00
<b>TOTAL BASIC BID</b>			<b>\$ 684,476.00</b>	<b>\$ 816,841.50</b>	<b>\$ 817,713.09</b>	<b>\$ 823,195.00</b>	<b>\$ 835,982.50</b>	<b>\$ 892,699.00</b>



**ORDINANCE NO. 1437**

**AN ORDINANCE AMENDING CANBY MUNICIPAL CODE CHAPTER 2.20.070  
REGARDING THE PUBLIC LIBRARY**

**WHEREAS**, Chapter 2.20 of the Canby Municipal Code established the Public Library for the City of Canby; and

**WHEREAS**, the Library Board and staff have proposed changes to Chapter 2.20 so it is current with library standards and current practices.

**THE CITY OF CANBY ORDAINS AS FOLLOWS:**

**Section 1.** Chapter 2.20 of the Canby Municipal Code is amended to read as noted. All other sections, shall remain in full force and effect as they presently appear.

**§ 2.20.070 Gifts and bequests.**

The Board may solicit and receive gifts and bequests and real or personal property or funds (other than fees and fines) to benefit the library. Gifts are subject to Council Acceptance. All property or funds shall be held in the name of the city, and each donation shall be administered in accordance with its terms. Funds donated to the library shall be turned over to the City Treasurer immediately upon receipt, **and expended only in accordance with the terms and conditions of the bequest.**

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, April 6, 2016 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 April 20, 2016 commencing at the hour of 7:30 PM in the Council Meeting Chambers located at 155 NW 2<sup>nd</sup> Avenue, Canby, Oregon.

---

Kimberly Scheafer, MMC  
City Recorder

**2nd Reading**

**PASSED** on the second and final reading by the Canby City Council at a regular meeting thereof on April 20, 2016 by the following vote:

YEAS\_\_\_\_\_ NAYS\_\_\_\_\_

---

Brian Hodson  
Mayor

ATTEST:

---

Kimberly Scheafer, MMC  
City Recorder

**ORDINANCE NO. 1438**

**AN ORDINANCE AUTHORIZING THE CITY OF CANBY TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH PIONEER PROPERTY, LLC FOR THE PURCHASE OF REAL PROPERTY.**

**WHEREAS**, the City of Canby offers transit services known as Canby Area Transit; and

**WHEREAS**, Canby Area Transit is currently located on Hazel Dell Way in Canby, Oregon, under leasing agreements for both office space and parking; and

**WHEREAS**, the City of Canby would like to have a more permanent location for Canby Area Transit and its fleet of buses; and

**WHEREAS**, the City of Canby would like to exercise a purchase option available to it from Pioneer Property, LLC for property it is currently leasing, improvements therein, and additional property to be able to locate office facilities and parking;

**THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:**

**Section 1.** The City Administrator is hereby authorized on behalf of the City to enter into a Purchase and Sale Agreement for the purchase of real property from Pioneer Property, LLC. A copy of the Purchase and Sale Agreement is attached hereto as Exhibit "A."

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, April 6, 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, April 20, 2016, commencing at the hour of 7:30 PM at the Council Meeting Chambers located at 155 NW 2<sup>nd</sup> Avenue, Canby, Oregon.

---

Kimberly Scheafer, MMC  
City Recorder

2nd Reading

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 20<sup>th</sup> day of April 2016, by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

\_\_\_\_\_  
Brian Hodson  
Mayor

ATTEST:

\_\_\_\_\_  
Kimberly Scheafer, MMC  
City Recorder

## PURCHASE AND SALE AGREEMENT

DATE: \_\_\_\_\_, 2016

SELLER: Pioneer Property, LLC  
an Oregon limited liability company  
1012 Island View  
Kemah, TX 77565  
ATTN: Manager  
281-772-5249  
281-957-9233 (fax)

BUYER: City of Canby  
an incorporated Oregon municipality  
PO Box 930  
Canby, OR 97013  
ATTN: City Administrator  
503-266-0745  
503-266-7961 (fax)

### Recital

Seller desires to sell to Buyer and Buyer desires to purchase from Seller certain real property with all improvements located on Hazel Dell Way, Canby, Oregon, having the following legal description (the "Property"):

Lots 18  
Burden No. 4 (a replat of Lots 15 and 16 of Burden No. 3)  
Partition Plat \_\_\_\_\_  
City of Canby,  
County of Clackamas,  
State of Oregon.

Buyer is the tenant under that certain Lease Agreement between the Buyer and the Seller dated October 15, 2014. Said lease shall be terminated upon the closing under this Agreement.

### Agreement

Now, therefore, for valuable consideration, the parties agree as follows:

**1. Sale and Purchase.** Buyer agrees to purchase the Property from Seller and Seller agrees to sell the Property to Buyer for the sum of \$217,915 (the "Purchase Price"). The Purchase Price was determined by multiplying \$5.00/per sq. ft. by the total size of the Property (43,583 sq. ft.).

**2. Option Payment.** Seller hereby acknowledges receipt of the certain Purchase Option Payment in the sum of \$6,296.85 paid by Buyer. The earnest money will be applied to the Purchase Price on the Closing Date, as that term is defined below.

**3. Payment of Purchase Price.** The Purchase Price must be paid as follows:

**3.1** At closing, the Option Payment will be credited to the Purchase Price.

**3.2** Pursuant to the existing Lease Agreement between the Buyer and Seller for the Property dated October, 15, 2014, Seller hereby acknowledges receipt of rental payments for the months of October, 2015 through and including \_\_\_\_\_, 2016. Seller further acknowledges agreement made with the Buyer to credit those rental payments of \$1,500 each, for a total of \$\_\_\_\_\_ to be applied to the Purchase Price.

**3.3** At closing, Buyer must pay the balance of the Purchase Price in cash.

**4. Closing.** Time is of the essence. Closing must take place on a mutually agreed on date, but in no event later than \_\_\_\_\_, 2016 (the "Closing Date"), at the offices of Reif & Hunsaker, P.C., 273 North Grant Street, Canby, OR 97013. The terms *closed*, *closing* or *closing date* mean when the deed or contract is recorded and funds are available to Seller. Each party must pay one-half of the escrow fee and one-half of any transfer taxes. Ticor Title of Oregon, 111 SW Columbia, Suite 1000, Portland, OR 97201 ("Escrow Agent") shall close this transaction and act as the escrow agent.

**5. Preliminary Title Report.** Within 10 days after full execution of this Agreement, Seller will furnish to Buyer a preliminary title report showing the condition of title to the Property, together with copies of all exceptions listed therein (the "Title Report"). Buyer will have 10 days from receipt of the Title Report to review the Title Report and to notify Seller, in writing, of Buyer's disapproval of any special exceptions shown in the Title Report. Those exceptions the Buyer does not object to are referred to below as the "Permitted Exceptions." Zoning ordinances, building restrictions, taxes that are not yet paid for the current tax year, and reservations in federal patents and state deeds will be deemed Permitted Exceptions. If Buyer notifies Seller in writing of disapproval of any exceptions, Seller will have 15 days after receiving the disapproval notice to either remove the exceptions or provide Buyer with reasonable assurances of the manner in which the exceptions will be removed before the transaction closes (the "Seller Assurance Period"). If Seller does not remove the exceptions or provide Buyer with such assurances, Buyer may terminate this Agreement by written notice to Seller given within 15 days after expiration of the Seller Assurance Period, in which event the earnest money will be refunded to Buyer and, when applicable, this Agreement will be of no further binding effect.

**6. Conditions**

**6.1** Buyer's obligation to purchase the Property is contingent on satisfaction of each of the following conditions:

**6.1.1** Buyer's approval of its physical inspection of the Property. Buyer will have until \_\_\_\_\_, 2016, to complete its physical inspection of the Property. However, if Buyer wishes to conduct any invasive testing on any portion of the Property, or any sampling of soils or other elements of the Property for any purposes, advance consent from the Seller will first be sought.

**6.1.2** Buyer's approval of the Declaration of Access Easement drafted by Seller relating to the access easement for the Property.

**6.1.3** Recording of the Partition Plat creating the separate parcel that is the Property being sold by this Agreement.

**6.2** Buyer and its agents must have full access to the Property for the purpose of conducting Buyer's inspections. Buyer agrees to indemnify and hold Seller harmless from all loss, damage, or liability caused as a result of Buyer or Buyer's agents' access to the Property under this section. If Buyer is not satisfied, in its sole discretion, with the result of Buyer's inspections, Buyer may terminate this Agreement by written notice to Seller given at any time before the applicable date set forth above, in which event the earnest money must be refunded to Buyer. If Buyer fails to give any such notices of termination within the applicable time period, this condition will be deemed to have been waived.

**7. Marketable Title; Deed.** On the Closing Date, unless agreed otherwise herein, Seller will convey marketable title to the Property by statutory special warranty deed, free and clear of all liens of record, excepting property taxes that are not yet payable, zoning ordinances, building and use restrictions, reservations in federal patents, and the Permitted Exceptions.

**8. Title Insurance.** Within 15 days after closing, Seller must furnish Buyer with an American Land Title Association owner's policy of title insurance in the amount of the purchase price, insuring Buyer as the owner of the Property subject only to the usual printed exceptions and the Permitted Exceptions.

**9. Taxes; Prorates.** Real property taxes for the current tax year and other usual items must be prorated as of the Closing Date. At Closing, Buyer shall pay or reimburse Seller for all costs described in paragraphs 5.1 (real property taxes attributable to the Leased Premises – 25% of the total) and 17.(c)(iv) (commissions, transfer taxes, title expenses, partition, lot line adjustments, survey, related boundary mapping, and closing costs) of the Lease.

**10. Possession.** Buyer will be entitled to possession immediately on closing.

**11. Property Included.** All improvements constructed by Buyers on the Property.

**12. Personal Property.** N/A

**13. Seller's Representations.** Subject to Seller's written representations contained herein, and any statutory property disclosures given as part of this transaction, Buyer acknowledges that Buyer has accepted and executed this Agreement on the basis of Buyer's own examination and personal knowledge of the Property; that Seller and Seller's agents have made no representations, warranties, or other agreements concerning matters relating to the Property; that Seller and Seller's agents have made no agreement or promise to alter, repair, or improve the Property; and that Buyer takes the Property in its present condition "AS IS."

**14. Binding Effect/Assignment Restricted.** This Agreement is binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns. Nevertheless, Buyer will not assign its rights under this Agreement without Seller's prior written consent, which may be withheld in Seller's sole discretion.

**15. Remedies.** TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT. If the conditions described in Section 6 above are satisfied or waived by Buyer and the transaction does not thereafter close, through no fault of Seller, before the close of business on the Closing Date, Seller will have the right to retain all Option Payment as liquidated damages. If Seller fails to deliver the deed described in Section 7 above on the Closing Date or otherwise fails to consummate this transaction through no fault of Buyer, the Option Payment must be refunded to Buyer.

**16. Attorney Fees.** If an action is instituted to enforce or interpret any term of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees incurred in the action as set by the trial court or arbitrators, as the case may be, and, in the event of appeal, as set by the appellate courts.

**17. Notices.** All notices and communications in connection with this Agreement must be given in writing and will be transmitted by certified or registered mail, return receipt requested, to the appropriate party at the address first set forth above. Any notice so transmitted will be deemed effective on the date it is placed in the United States mail, postage prepaid. Either party may, by written notice, designate a different address for purposes of this Agreement.

**18. Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.

**19. Applicable Law.** This Agreement will be construed, applied, and enforced in accordance with the laws of the state of Oregon.



**20. No Brokers.** Each Party warrants to the other Party that no broker or agent was consulted or engaged in connection with this transaction, and each Party will indemnify, defend, and hold harmless the other from and against all claims, losses, and liabilities made or imposed for any commission or finder's fee to any broker or agent and arising out of the actions of such party.

**21. Acceptance.** This Agreement will be null and void unless accepted by Seller, by Seller's execution of it, on or before \_\_\_\_\_, 2016.

**22. Statutory Warning.** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007 AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

SELLER:  
PIONEER PROPERTY, LLC  
an Oregon limited liability company

BUYER:  
CITY OF CANBY,  
an incorporated Oregon municipality

\_\_\_\_\_  
Gerald E. Turner, Member  
Dated: \_\_\_\_\_, 2016

\_\_\_\_\_  
Rick Robinson, City Administrator  
Dated: \_\_\_\_\_, 2016

# BURDEN NO. 4

A REPLAT OF LOTS 15 AND 16 OF "BURDEN NO. 3", LOCATED  
IN THE N.W. 1/4 AND THE S.W. 1/4 OF SECTION 34, T.3S., R.1E., W.M.,  
IN THE CITY OF CANBY, CLACKAMAS COUNTY, OREGON

PARTITION PLAT NO. \_\_\_\_\_

## ZTec ENGINEERS INC.

3880 S.E. 8TH AVENUE, SUITE 280 PORTLAND, OREGON 97202  
PH: (503) 235-8795 FAX: (503) 233-7889

JOB NO. Y3917-2 DATE SURVEYED:

## LEGEND

- DENOTES MONUMENTS FOUND AS NOTED
- ⦿ DENOTES 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "ZTEC LS 1944", AND SET ON THE PLAT OF "BURDEN 2"
- DENOTES 5/8"x30" LONG IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "ZTEC ENGRS. LS 1944" AND SET ON
- I.R. DENOTES IRON ROD.
- FD. DENOTES FOUND.
- (M) DENOTES MEASURED.
- SQ. FT. DENOTES SQUARE FEET.
- AC. DENOTES ACRES
- SN DENOTES PRIVATE SURVEY CLACKAMAS COUNTY SURVEY RECORDS
- PUE DENOTES PUBLIC UTILITY EASEMENT
- P(1) DENOTES PLAT OF "BURDEN NO. 2", PLAT NO. 4004
- P(2) DENOTES PLAT OF "BURDEN NO. 3", PLAT NO. 4084
- P(3) DENOTES PLAT OF "ZIMMER COMMERCE CENTER" PLAT NO. 4270

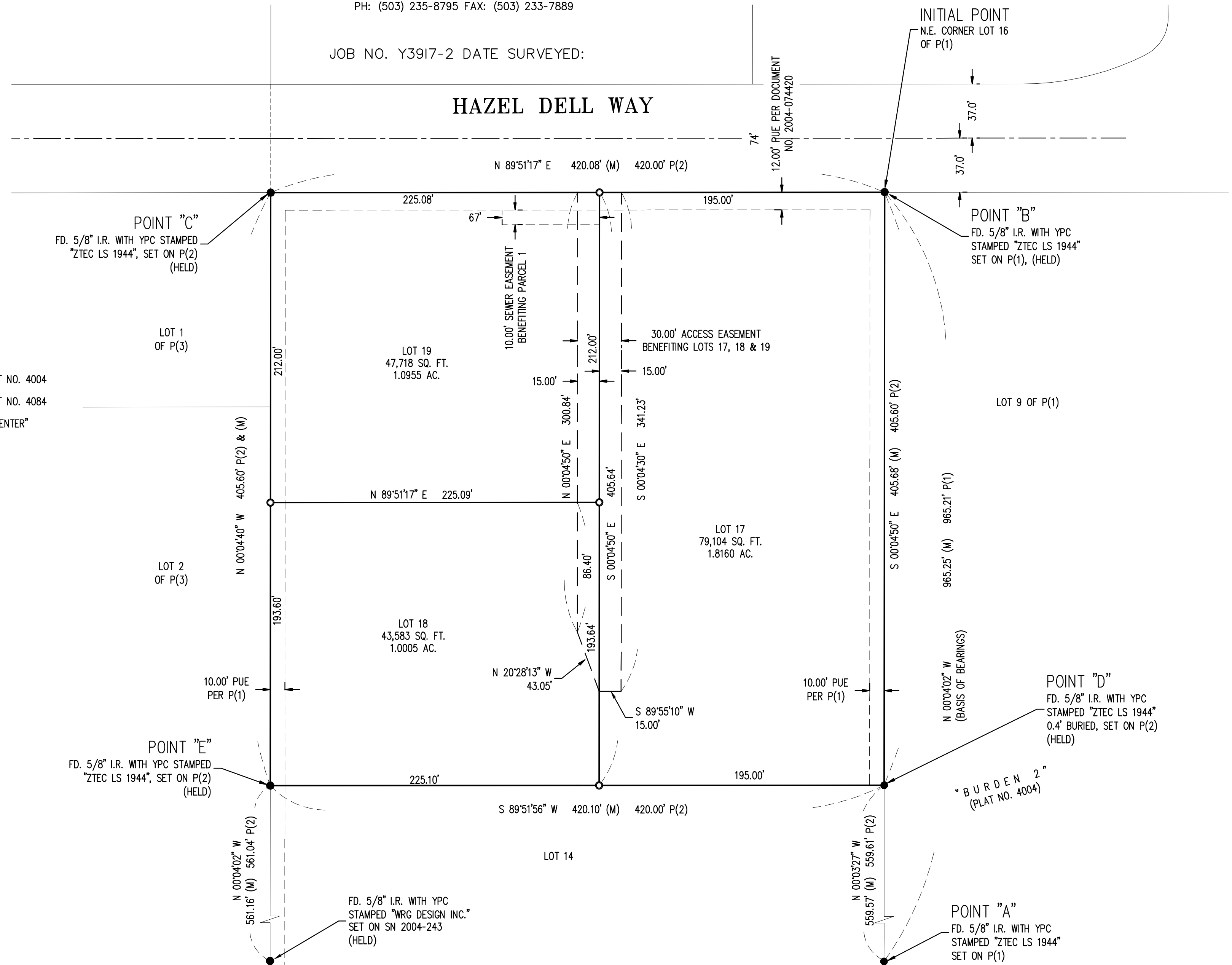
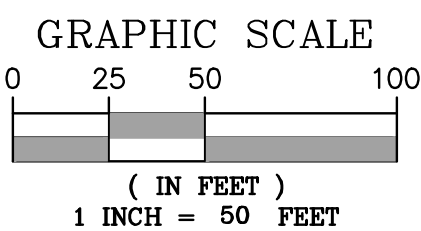
## NOTE:

1. THIS PLAT IS SUBJECT TO CONDITIONS OF APPROVAL IMPOSED BY CITY OF CANBY PLANNING COMMISSION CASE FILE NO. MLP 15-04.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 17, 1981  
CHRIS FISCHBORN  
1944

RENEWAL DATE: 1/1/2018



SHEET 1 OF 2

# BURDEN NO. 4

PARTITION PLAT NO. \_\_\_\_\_

A REPLAT OF LOTS 15 AND 16 OF "BURDEN NO. 3", LOCATED  
IN THE N.W. 1/4 AND THE S.W. 1/4 OF SECTION 34, T.3S., R.1E., W.M.,  
IN THE CITY OF CANBY, CLACKAMAS COUNTY, OREGON

## ZTec ENGINEERS INC.

3880 S.E. 8TH AVENUE, SUITE 280 PORTLAND, OREGON 97202  
PH: (503) 235-8795 FAX: (503) 233-7889

JOB NO. Y3917-2 DATE SURVEYED:

## SURVEYOR'S CERTIFICATE:

I, CHRIS FISCHBORN, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS, THE LAND REPRESENTED ON THE ATTACHED PLAT MAP, BEING ALL OF LOTS 15 AND 16 OF THE PLAT OF "BURDEN NO. 3" (PLAT NO. 4084) LOCATED IN THE N.W. ONE-QUARTER AND IN THE S.W. ONE-QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH , RANGE 1 EAST, OF THE WILLAMETTE MERIDIAN, IN THE CITY OF CANBY, CLACKAMAS COUNTY, OREGON.

THAT AT THE INITIAL POINT I FOUND A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "ZTEC LS 1944", SAID IRON ROD BEING AT THE NORTHEAST CORNER OF SAID LOT 16 OF SAID "BURDEN NO. 3", SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF HAZEL DELL WAY; THENCE FROM SAID INITIAL POINT, SOUTH 00°04'50" EAST, ALONG THE EAST LINE OF SAID LOT 16, A DISTANCE OF 405.68 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "ZTEC LS 1944" AT THE SOUTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 89°51'56" WEST, ALONG THE SOUTH LINE OF SAID LOT 16 AND ALONG THE SOUTH LINE OF SAID LOT 15 OF SAID "BURDEN NO. 3", A DISTANCE OF 420.10 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "ZTEC LS 1944" AT THE SOUTHWEST CORNER OF SAID LOT 15; THENCE NORTH 00°04'40" WEST, ALONG THE WEST LINE OF SAID LOT 15, A DISTANCE OF 405.60 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "ZTEC LS 1944" AT THE NORTHWEST CORNER OF LOT 15, SAID POINT ALSO ON SAID SOUTH RIGHT OF WAY OF SAID HAZEL DELL WAY; THENCE NORTH 89°51'17" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 420.08 FEET TO THE INITIAL POINT.

SAID PARCEL OF LAND CONTAINS AN AREA OF 3.9120 ACRES MORE OR LESS.

## NARRATIVE:

BASIS OF BEARINGS: NORTH 00°04'02" WEST BETWEEN THE 5/8 INCH IRON RODS FOUND AT POINTS "A" AND "B", AS PER THE PLATS OF "BURDEN NO. 2" AND "BURDEN NO. 3".

PURPOSE OF SURVEY: TO REPLAT LOTS 15 AND 16 OF "BURDEN NO. 2" (PLAT NO. 4004) INTO 3 LOTS AS SHOWN.

HAZEL DELL WAY: HELD THE 5/8 INCH IRON RODS FOUND AT POINTS "B" & "C" FOR THE SOUTH RIGHT OF WAY LINE OF THE STREET.

EAST PROPERTY LINE: HELD THE IRON RODS FOUND AT POINTS "B" AND "D" FOR THE EAST PROPRETY LINE OF LOT 16 OF "BURDEN NO. 3".

SOUTH PROPERTY LINE: HELD THE 5/8 INCH IRON RODS FOUND AT POINTS "D" & "E" FOR THE SOUTH LINE OF LOTS 15 & 16 OF "BURDEN NO. 3".

WEST PROPERTY LINE: HELD THE IRON RODS FOUND AT POINTS "C" AND "E" FOR THE WEST LINE OF LOT 15 OF "BURDEN NO. 3".

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 17, 1981  
CHRIS FISCHBORN  
1944

RENEWAL DATE: 1/1/2018

## DECLARATION:

KNOW ALL MEN BY THESE PRESENTS THAT, PIONEER PROPERTY, LLC, OWNER OF THE LAND REPRESENTED ON THE ATTACHED MAP, DOES HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED MAP OF BURDEN NO. 4 AS DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, TO BE A TRUE AND CORRECT MAP AND PLAT THEREOF, ALL LOTS BEING OF THE DIMENSIONS SHOWN AND DOES HEREBY GRANT ALL EASEMENTS AS SHOWN OR NOTED ON SAID MAP UNDER THE PROVISIONS OF CHAPTER 92 OF THE OREGON REVISED STATUTES AND DOES FURTHER STATE THAT THIS PLAT IS SUBJECT TO THE RESTRICTIONS SHOWN OR NOTED HEREON.

GERALD E. TURNER  
MEMBER OF PIONEER PROPERTY, LLC

## ACKNOWLEDGMENT:

STATE OF OREGON

COUNTY OF CLACKAMAS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_ BY \_\_\_\_\_

NOTARY PUBLIC - OREGON

COMMISSION NO. \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

## APPROVALS:

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

BY: \_\_\_\_\_  
CITY OF CANBY

\* \* \* \* \*

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

CLACKAMAS COUNTY SURVEYOR; AND  
CLACKAMAS COUNTY BOARD OF COMMISSIONERS  
DELEGATE PER COUNTY CODE CHAPTER 11.02

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES  
AS PROVIDED BY ORS 92.095 HAVE BEEN PAID THROUGH  
JUNE 30, 20\_\_.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

RAY ERLAND, CLACKAMAS COUNTY ASSESSOR & TAX COLLECTOR

BY: \_\_\_\_\_  
DEPUTY

\* \* \* \* \*

STATE OF OREGON  
S.S.  
COUNTY OF CLACKAMAS

I DO HEREBY CERTIFY THAT THE ATTACHED PLAT  
WAS RECEIVED FOR RECORD ON THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_, AT  
\_\_\_\_\_ O'CLOCK \_\_\_\_\_.M.

SHERRY HALL, CLACKAMAS COUNTY CLERK

BY: \_\_\_\_\_  
DEPUTY

SHEET 2 OF 2

**After Recording Mail To:**

Reif & Hunsaker, PC  
Attn: James M. Hunsaker  
273 North Grant Street  
Canby, OR 97013

**DECLARATION REGARDING ACCESS EASEMENT**

THIS DECLARATION REGARDING ACCESS EASEMENT ("Declaration") is made and effective \_\_\_\_\_, 2016, by PIONEER PROPERTY, LLC, an Oregon limited liability company ("Declarant") with regard to real property located on Hazel Dell Way, City of Canby, Clackamas County, Oregon and more particularly described as follows:

Lots 17, 18, and 19  
Burden No. 4 (a replat of Lots 15 and 16 of Burden No. 3)  
Partition Plat \_\_\_\_\_ Will need to be clarified upon recording  
City of Canby,  
County of Clackamas,  
State of Oregon.

(the "Property"), and shown on **Exhibit A**, which is attached hereto and incorporated herein. Each Lot within the Property may sometimes referred to individually as a "Lot" and collectively as the "Lots."

**RECITALS**

**WHEREAS**, the Declarant owns the Property;

**WHEREAS**, the Plat described above ("Plat") created a thirty (30) foot access easement ("Easement") benefiting all of the Lots within the Property;

**WHEREAS**, a roadway has been or will be constructed by the Declarant within the Easement (the "Roadway");

**WHEREAS**, the Declarant desires to clarify the use of the Easement, to create obligations on the Lots for the maintenance of the Roadway, and for the allocation of costs related thereto.

**NOW, THEREFORE**, Declarant declares that the Property will be held, transferred, sold, conveyed, and occupied subject to the following covenants,

conditions, restrictions, easements, charges, and liens, which will run with the land, which will be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof, and which will inure to the benefit of each owner thereof.

## **ARTICLE I                    ESTABLISHMENT OF COVENANTS**

A.        Declarant hereby declares that the Lots, and all of the Property, shall be held, sold and conveyed subject to the following covenants and conditions which are for the purpose of protecting the value and desirability of the Lots, and which shall run with the title to the Lots and be a burden binding on all parties having any right, title or interest in the Lots or any of them, their heirs, personal representatives, successors and assigns (an "Owner" or "Lot Owner"), and shall inure to the benefit of each Lot Owner, their heirs, personal representatives, successors and assigns.

B.        Each provision of this Declaration and each agreement, promise, covenant or undertaking to comply with or to be bound by the provisions of this Declaration shall:

          a.        be deemed incorporated in each deed or other instrument by which any right, title or interest in any Lot is granted, devised or conveyed, whether or not set forth or referred to in such deed or instrument; and

          b.        by virtue of acceptance of any right, title or interest in any Lot by an Owner, such Owner shall be deemed to have accepted, ratified, adopted and declared said agreements, promises, covenants and undertakings as personal covenants of such Lot Owner and such Lot Owner's heirs, personal representatives, successors and assigns to, with and for the benefit of the other Lot Owners.

C.        As used herein, "Owner" or "Lot Owner" shall mean any record owner (including Declarant and including a contract seller, but excluding a contract purchaser), whether one or more persons, of a fee simple interest in or to any Lot, but excluding any such person having an interest therein merely as a mortgagee or beneficiary under a deed of trust, unless such mortgagee or beneficiary under deed of trust has acquired fee simple title thereto pursuant to foreclosure or any conveyance in lieu thereof. A person ceases to be an Owner upon conveyance of its Lot by deed. Such cessation of ownership shall not extinguish or otherwise void any unsatisfied obligation of such Owner existing or arising at or prior to the time of recording in the Records, of the instrument evidencing such conveyance.

## **ARTICLE II                    EASEMENT USE**

A.        The Easement was created to provide access to the Lots.

B.        The Easement shall be for the non-exclusive use and benefit of the Lot Owners, their heirs, successors and assigns. Each Lot Owner shall have the right to use the Easement for the purposes set forth herein so long as such uses are not

inconsistent with, and do not unreasonably interfere with, the use of the Easement by the other Lot Owners for the purposes set forth herein.

C. The Easement shall be appurtenant to fee simple title to each of the Lots and may not be conveyed, transferred or encumbered by any Lot Owner or any successor in interest separate from conveyance, transfer or encumbrance of fee simple title in and to the Lot Owner's Lot.

D. The right to use the Easement may be exercised only by Lot Owners and their guests, invitees, and licensees, ("Permitted Users"), and Lot Owners and their successors in interest shall not permit or suffer the use of the Easement by any person claiming by or through them, except for Permitted Users. The Lot Owners' use of the Easement shall be and hereby is limited to the following uses: ingress and egress to the Lots within the Property, maintenance, repair, and replacement of the Roadway, and for no other uses. Neither the Plat nor this Declaration shall be deemed to constitute a dedication for public use or to create rights in the general public in or to the Property, or any portion thereof.

E. The Lots Owners and the Permitted Users shall exercise the rights granted by the Plat and this Declaration in a safe and orderly manner and in compliance with all applicable laws, ordinances, governmental regulations, covenants, conditions, and restrictions, and without unreasonably interfering with the other Lot Owners' use of their Lots.

### **ARTICLE III EASEMENT MAINTENANCE**

A. Should the Roadway be damaged or destroyed by the intentional act or the negligence of a Lot Owner (the "Responsible Lot Owner") or the Responsible Lot Owner's agent, contractor, employee, tenant, licensee, guest or invitee, such Responsible Lot Owner shall promptly repair or replace, as appropriate, the Roadway and shall compensate the Non-Responsible Lot Owner for any damages sustained to person or property as a result of such intentional or negligent act.

B. Should the Roadway be damaged or destroyed by causes other than the intentional act or negligence of a Lot Owner (or its agent, contractor, employee, tenant, licensee, guest or invitee), the damaged or destroyed Roadway shall be repaired or replaced at the joint expense of the Lot Owners as set forth below.

C. If any Lot Owner determines, using commercially reasonable judgment, that the Roadway is in need of maintenance, repair, or replacement, then the Lot Owners shall cooperate in good faith to perform such maintenance, repair, or replacement. In the event the Lot Owners cannot agree on the maintenance, repair, or replacement, the non-consenting Lot Owner(s) may exercise its rights to have the matter resolved by the Dispute Resolution procedure hereafter set forth in Article V.

D. The Lot Owners shall share all expenses incurred in connection with the maintenance, repair and replacement of the Roadway and any improvements associated therewith (collectively the "Costs"). The Costs shall be shared on the following basis:

Lot 17	46%
Lot 18	26%
Lot 19	28%

#### **ARTICLE IV DURATION, AMENDMENT AND TERMINATION**

The covenants, conditions and agreements contained in this Declaration shall run with the Property and be binding upon and inure to the benefit of all parties having any right, title, or interest in the Property or any portion thereof, their heirs, successors and assigns, forever. This Declaration may be amended or terminated upon the written consent of all Lot Owners and beneficiaries of first lien deeds of trust encumbering any of the Lots, in form acceptable for recordation in the Records, pursuant to law.

#### **ARTICLE V DISPUTE RESOLUTION**

A. Any dispute or controversy concerning the enforcement or interpretation of any of the provisions, covenants or restrictions of this Declaration shall first be submitted for resolution through mediation, arbitration or similar alternative dispute resolution technique before pursuing litigation, unless the action seeks relief for a problem which is reasonably considered to be of an emergency requiring immediate attention and resolution. The obligation first to pursue mediation or arbitration, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within sixty (60) days from the date written notice first requesting mediation or arbitration is sent by one Lot Owner to the other Lot Owners, whether or not mediation or arbitration is actually held before a mediator or arbitrator. If any party in good faith believes the dispute or controversy is not suitable for such alternative dispute resolution techniques or such techniques do not provide results satisfactory to any of the parties thereto, any party may then proceed with litigation. In the event the opinion/ruling rendered by either a mediator, arbitrator or officiating party in the alternative dispute resolution process is not satisfactory to any of the parties thereto, said opinion shall not be final and binding upon the parties, and any of the parties shall have the option of instituting litigation in order to resolve the disputed issues; provided, however, that the dissatisfied party(s) must give the other party(s) written notice of its intent not to abide by the opinion/ruling resulting from such alternative dispute resolution proceeding on or before the expiration of thirty (30) days after the date of such opinion/ruling as a prerequisite to proceeding with litigation (the "Litigation Notice"). The failure to give the Litigation Notice shall be a bar to the commencement of litigation with respect thereto, in which case, the opinion/ruling rendered as a result of such alternative dispute resolution proceeding

shall become binding and may thereafter be enforced through appropriate proceedings in the Circuit Court for Clackamas County, State of Oregon.

B. After making a good faith effort to resolve any dispute or controversy through alternative dispute resolution techniques as set forth in (A) above, and subject to the Litigation Notice requirement set forth above, either Lot Owner may maintain and prosecute any proceedings at law or in equity against any other Lot Owner or against any other persons violating or threatening to violate any of the provisions, covenants or restrictions contained in this Declaration, for injunctive relief, declaratory relief, specific performance, or for damages with respect thereto.

C. In the event of any litigation or arbitration concerning the enforcement or interpretation of any of the provisions, covenants or restrictions of this Declaration, including without limitation collection of monies owed, the prevailing party therein shall be entitled to recover its reasonable attorneys' fees, costs and expenses with respect thereto from the non-prevailing party, including reasonable attorneys' fees, costs and expenses with respect to the appeal and collection of any judgment as a result thereof.

## **ARTICLE VI MISCELLANEOUS**

A. The provisions of this Declaration shall be in addition and supplemental to all other applicable provisions of law.

B. Except as otherwise specifically set forth herein, each Lot Owner will indemnify and hold the other Lot Owners harmless from any and all claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and reasonable attorney's fees, caused by, resulting from, or in any way arising out of the use of the Roadway or the Easement by the Lot Owner or any of its agents, employees, or any other person claiming by, through, or under the Lot Owner or any of its lessees, invitees, licensees, directors, officers, employees or agents,

C. Each Lot Owner shall maintain comprehensive general public liability and property damage insurance with respect to the Easement and Roadway against claims for personal injury (including death) and property damage in amount of \$2,000,000 joint combined limit from an insurance company licensed to do business in the State of Oregon. Such policies shall name the other Lot Owners as additional insureds. Any Lot Owner will furnish a requesting Lot Owner within ten (10) days of receipt of a written request for the same, which request may not be made more than twice in any one (1) calendar year, written verification from the insurance carrier for the Lot Owner that such coverage is in full force and effect.

D. Unless an Owner shall notify the other Owners of a different address, any notice required or permitted to be given under this Declaration to any Lot Owner or any other written communication to any Lot Owner shall be mailed to such Lot Owner, first



class U.S. Mail, certified, return receipt requested, or hand delivered, or sent by recognized overnight delivery service, prepaid, to the address of the Lot in question. If more than one person or entity owns a Lot, any notice or other written communication may be addressed to any one of such Owner and may be mailed in one envelope in accordance with the foregoing. Any notice or other written communication given hereunder shall be effective upon the earlier of: (i) three (3) days after deposit in the U.S. Mail as aforesaid; or (ii) upon delivery to the intended recipient.

E. This Declaration shall be binding upon and inure to the benefit of the Declarant and each Lot Owner and their respective heirs, personal representatives, successors and assigns.

F. The invalidity or unenforceability of any provision of this Declaration shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

G. The captions and headings in this Declaration are for convenience only and shall not be considered in construing any provision of this Declaration.

H. Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision or waiver of any other provision in this Declaration.

I. Time is of the essence in the performance of the provisions, covenants and restrictions of this Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first above written.

DECLARANT:  
**PIONEER PROPERTY, LLC**  
An Oregon limited liability company

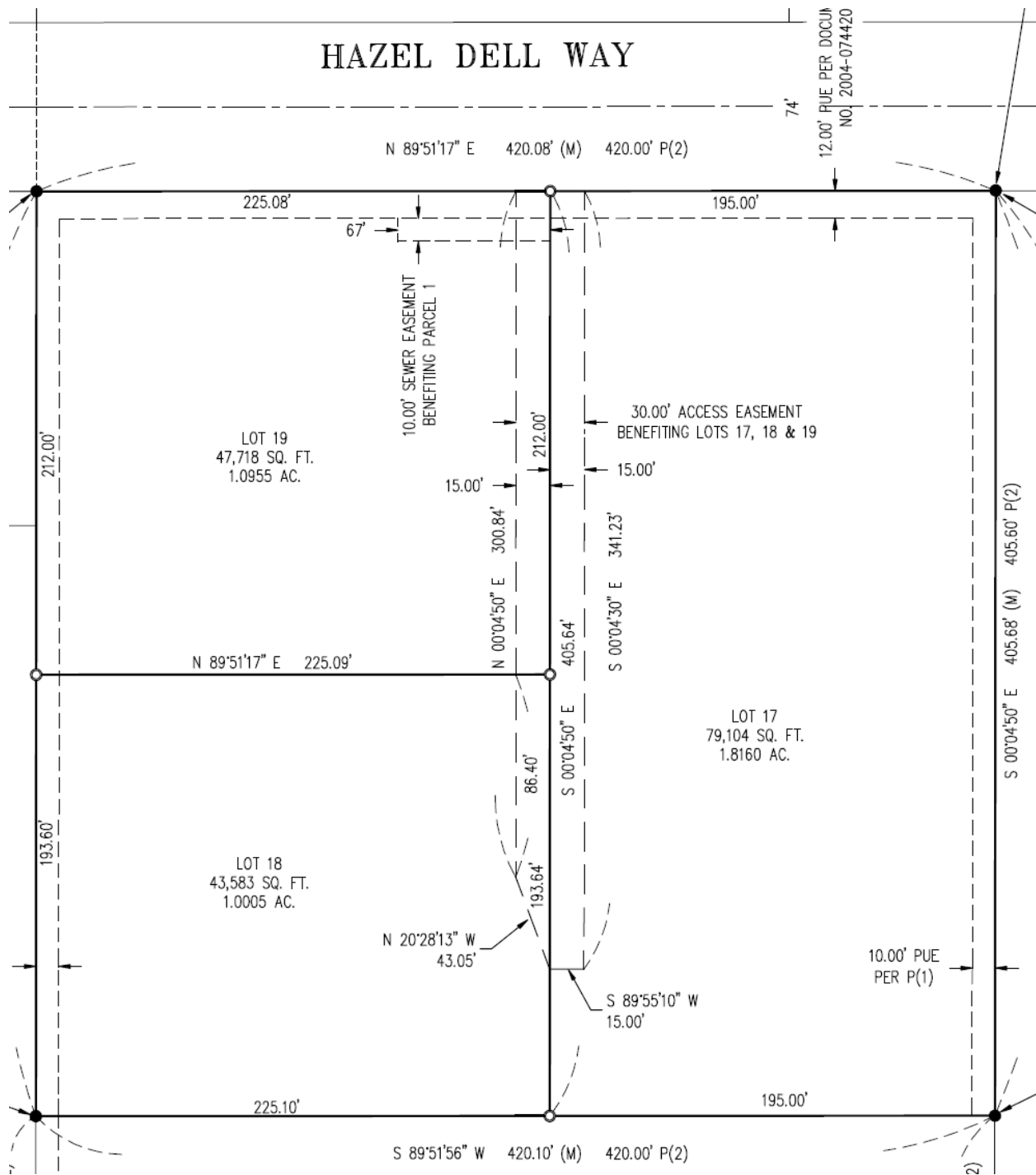
\_\_\_\_\_  
Gerald E. Turner, Member

STATE OF OREGON                    )  
  ) ss.  
COUNTY OF CLACKAMAS        )

This instrument was acknowledged before me on \_\_\_\_\_, 2016, by Gerald E. Turner, as a member of Pioneer Property, LLC.

\_\_\_\_\_  
Notary Public – State of Oregon  
My Commission Expires: \_\_\_\_\_

# EXHIBIT A



**ORDINANCE NO. 1439**

**AN ORDINANCE AUTHORIZING THE CITY OF CANBY TO ENTER INTO A CONTRACT WITH HEARD FARMS FOR WASTEWATER SLUDGE REMOVAL.**

**WHEREAS**, the City of Canby requires the hauling of tonnage of wet sludge as part of its wastewater treatment; and

**WHEREAS**, the City of Canby desires to secure a cost-effective contract for this integral service.

**THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:**

**Section 1.** The City Administrator is hereby authorized on behalf of the City to enter into a Personal Services Agreement with Heard Farms to haul wet sludge for the City. A copy of the Personal Services Agreement is attached hereto as Exhibit "A."

**Section 2.** The effective date of this Ordinance shall be July 1, 2016.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, April 20, 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, May 4, 2016, commencing at the hour of 7:30 PM at the Council Meeting Chambers located at 155 NW 2<sup>nd</sup> Avenue, Canby, Oregon.

THIS HAS BEEN REVIEWED  
BY THE FINANCE DIRECTOR

*Halcyon* 4/12/16

\_\_\_\_\_  
Kimberly Scheafer, MMC  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 4<sup>th</sup> day of May 2016, by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

\_\_\_\_\_  
Brian Hodson  
Mayor

ATTEST:

\_\_\_\_\_  
Kimberly Scheafer, MMC  
City Recorder

## EXHIBIT “A”

### PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and Heard Farms (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. Scope of Services. Contractor’s services under this Agreement are set forth in Exhibit “A”, attached hereto.
- 2. Contractor Identification. 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. Compensation:
  - 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 \$149,000 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. **Subcontractors and Assignment.** 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. Term.

- 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. Professional Standards. 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.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:

- A. For General Liability Insurance, Contractor shall provide a Certificate of

Insurance naming the City of Canby as an additional 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 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. Legal Expense. 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. Modifications. 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, 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 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.

CITY: Rick Robinson, City Administrator  
City of Canby  
PO Box 930  
Canby, OR 97013

CONTRACTOR: Richard Heard  
Heard Farms, Inc.  
578 Rogers Road  
Roseburg, OR 97471

Please submit invoices to: Attn: Accounts Payable  
City of Canby  
PO Box 930  
Canby, OR 97013  
[potterl@ci.canby.or.us](mailto:potterl@ci.canby.or.us)

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

CONTRACTOR: CITY OF CANBY

By: By:

Date: Date:

Subcontractors will be used \_\_\_\_\_ No (If Yes, please complete List of Subcontractors attached to this Agreement)

Approved as to Form:

---

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.*

[illegible]

**The City hereby approves the above listed subcontractors.**

City of Canby

Date \_\_\_\_\_



## **EXHIBIT "A"**

### **Memorandum of Agreed Terms for Personal Services Agreement between City of Canby, Oregon (City) and Heard Farms, Inc. for Sludge (Bio-solid) Pickup and Disposal**

In addition to the terms agreed upon in the signed Personal Services Agreement, the City of Canby, Oregon (City) and Heard Farms, Inc. agree to the following:

1. Heard Farms will pick up and dispose of sludge (bio-solids) from the City of Canby Wastewater Treatment Plant located at 1480 NE Territorial Road in Canby, Oregon, at a price of \$57.00 per ton.
2. The above-stated price of \$57.00 per ton will remain fixed for a two-year period. Any subsequent change to the \$57.00 per ton price will require a new agreement.
3. The Personal Services Agreement shall be effective from July 1, 2016 through June 30, 2017.
4. Sludge (Bio-solids) are not required to meet the Class B standard in order for Heard Farms to haul them off and dispose of them. The sludge (bio-solids) need to be in the range of 5 to 9 on the pH scale. Any testing of the sludge (bio-solids) for disposal purposes will be the responsibility of Heard Farms and will be done at the Heard Farms facility. The City is not responsible for this testing at all.
5. Containers and/or trailers will be hauled off by Heard Farms within 24 hours of the load being ready.
6. The City does not guarantee a specific amount of sludge (bio-solids) each month, but parties assume that amounts should be fairly consistent from month to month.
7. The City continues to reserve the right to haul off or have hauled off any excess sludge that Heard Farms cannot pick up and dispose of in a timely manner (by the end of each work week). The goal is to not have any sludge (bio-solid) storage over the weekends.
8. Ownership of the sludge (bio-solids) transfers to Heard Farms upon pick-up by Heard Farms.

**TO:** Honorable Mayor and City Council  
City of Canby  
ATTN: Mr. Richard Robinson, City Administrator

**FROM:** Mark Gunter,  
Public Works Director

**DATE:** April 7, 2016

**ISSUE:** CANBY WASTEWATER TREATMENT FACILITY  
SLUDGE STORAGE & CONDITIONING IMPROVEMENTS  
APPROVAL OF ORDINANCE 1440 FOR ENGINEERING SERVICES

**SYNOPSIS:** This project is the third of a five year Capital Improvement Plan to improve the Wastewater Treatment Facilities to provide capacity and maintain compliance with permit conditions. This project is to provide sludge storage improvements. This staff report is to request Council approval for award of the contract for engineering services with construction of the facilities anticipated to begin in the late fall of 2016. Due to timing variances between when some expenses were estimated to be incurred and the Wastewater Treatment Facility Biosolids Loadout Building Improvements bids exceeded our budget estimates by approximately \$150,000 we have included a transfer of appropriations between categories to maintain compliance with local budget law within this ordinance.

**RECOMMENDATION:**

That the Council approve Ordinance 1440 authorizing the Mayor and City Administrator be authorized to execute a contract with Curran-McLeod, Inc Consulting Engineers in the amount of \$245,000; and declaring an emergency.

**RATIONALE:** Curran-McLeod, Inc was selected after a competitive solicitation process to provide Engineer of Record services to the City of Canby. Curran-McLeod, Inc has provided the Master Planning for the treatment facility and the engineering services for each improvement of the facility since 1993, including the planning and estimates for this current project. As a result, per ORS 279C.115(2) and OAR 137-048-0200 the City is permitted to directly appoint this contract.

**BACKGROUND:**

This project is the third year of a five year capital improvement plan to upgrade the Wastewater facility to accommodate waste loadings through a 20-year planning window. This project was budgeted for \$2.2 million to include construction of two storage tanks. Operational logistics permit postponing construction of the second tank for many years, and permits inclusion of needed lime silo rehabilitation in the current work.

In the last two fiscal years the City has completed \$2.7 million dollars of improvement to the facility to increase capacity and reliability in the headworks facilities and biosolids handling. This current project, Phase 3 of the CIP, is to provide a 300,000 gallon sludge storage facility, and includes odor attenuation, rehabilitation of the existing much smaller Waste Sludge Storage Tank (WASH Tank), rehabilitation of the existing Stabilized Sludge Holding Tank (SSHT), and relocation of the existing primary lime silo.

Phase 4 of the CIP in FY 2017-18 was anticipated to be Odor control, however, in each of the two complete phases, and included in this current phase, off gas collection and dispersal has been incorporated into the work scope and has proven to be very effective in reducing odors.

The last of the five-year CIP was for restoration of the plant site following five years of construction, and rehabilitation of the lime silo systems. With the lime silo efforts included in this current project and the encouraging results of the current off-gas collection and dispersal process, Phases 4 and 5 of the CIP will be greatly reduced or eliminated all together.

Attached to this staff report is an Ordinance and contract for approval of the engineering for Phase 3 of the Wastewater CIP. Our recommendation is to approve this contract in the total amount of \$245,000, which includes \$45,000 for Preliminary Engineering, \$120,000 for preparation of Plans & Specifications and \$80,000 for Construction Administration.

#### **FISCAL IMPACT:**

This project is the third project of a five-year \$6.6 million capital improvement program to upgrade the plant to maintain capacity and efficiency. The tasks and estimated costs of the five-year program include:

2014-15	Headworks Rehabilitation	\$1,650,000
2015-16	Biosolids Loadout Building	1,025,000
2016-17	Sludge Storage & Conditioning	2,200,000
2017-18	Odor Control Improvements	1,335,000
2018-19	Plant Site Restoration	<u>400,000</u>

Total Five-Year CIP                      \$6,6100,000

THIS HAS BEEN REVIEWED  
BY THE FINANCE DIRECTOR

*Halley J.*  
4/11/16

Honorable Mayor & City Council  
April 7, 2016  
Page 3

This current project has \$80,000 included in the supplemental budget for FY 2015-16 to permit engineering efforts to begin before July 1, with the remainder of the \$2.2 million project included in the FY 2016-17 budget.

Cc: Ms. Kim Scheafer, City of Canby  
Ms. Haley Fish, City of Canby

Enclosures: Ordinance 1440  
Engineering

Contract

## **ORDINANCE NO. 1440**

### **AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CURRAN-MCLEOD, INC. CONSULTING ENGINEERS FOR ENGINEERING SERVICES TO COMPLETE IMPROVEMENTS TO THE WASTEWATER TREATMENT FACILITY FOR SLUDGE STORAGE AND CONDITIONING, TRANSFERRING BUDGET APPROPRIATIONS; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the CITY OF CANBY has heretofore advertised and received proposals for Municipal Engineering Services, completed oral interviews and selected CURRAN-McLEOD, INC. for the City's Engineer of Record; and

**WHEREAS**, CURRAN-McLEOD, INC. has provided the Master Planning, preliminary engineering and cost estimates for engineering and construction of the Sludge Storage and Conditioning Improvements to the Wastewater Treatment Facilities; and

**WHEREAS**, the CITY OF CANBY anticipates the need to complete construction of the Sludge Storage and Conditioning Project within the 2016-17 Fiscal Year; and

**WHEREAS**, the City would like to start the engineering on the planned 2016-2017 Sludge Storage and Conditioning Project now with an estimate of \$80,000 to be realized prior to June 30<sup>th</sup>; and

**WHEREAS**, due to timing variances between budget and actual \$62,015 of expenses from the 2014-2015 wastewater treatment plant improvements were realized in fiscal year 2015-2016 instead of fiscal year 2014-2015; and

**WHEREAS**, the 2015-2016 Wastewater Treatment Facility Biosolids Loadout Building Improvements bids exceeded our budget estimates by approximately \$150,000 as noted in Ordinance 1431 approved by council; and

**WHEREAS**, to maintain compliance with local budget law the City would like to transfer \$292,015 of appropriations from existing appropriations in the Sewer Combined Fund unallocated capital outlay category to the wastewater treatment plant capital outlay category in order to have sufficient budget authority to meet the requirements of the timing and amount variances between budget and actual of improvements noted herein; Now therefore,

### **THE CITY OF CANBY ORDAINS AS FOLLOWS:**

**Section 1.** 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 CURRAN-MCLEOD, INC for engineering services in an amount not to exceed \$245,000; and the City Administrator shall transfer or cause to be

transferred \$292,015 of appropriations from existing appropriations in the Sewer Combined Fund unallocated capital outlay category to the wastewater treatment department capital outlay category.

**Section 2.** Inasmuch as it is in the best interest of the citizens of Canby, Oregon, to complete this project as soon as possible, 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 therefore on Wednesday, April 20, 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, May 4, 2016, commencing at the hour of 7:30 PM at the Council Meeting Chambers located at 155 NW 2<sup>nd</sup> Avenue, Canby, Oregon.

---

Kimberly Scheafer, MMC  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 4<sup>nd</sup> day of May, 2016, by the following vote:

YEAS\_\_\_\_\_

NAYS\_\_\_\_\_

---

Brian Hodson, Mayor

ATTEST:

---

Kimberly Scheafer, MMC  
City Recorder

## **Management Team Meeting Notes**

**April 4, 2016**

**2:00 PM**

### **City Hall Conference Room**

In attendance: Amanda Zeiber, Kim Scheafer, Mark Gunter, Eric Laitinen, Irene Green, Haley Fish, Julie Wehling, and Joseph Lindsay.

#### Kim Scheafer

- Reviewed April 20 CC Agenda
- Handed out list of upcoming CC Agenda's. Please let her know ASAP if you have anything to add
- CC Retreat is on April 29 at Pappy's Greasy Spoon

#### Amanda Zeiber

- 1095 forms were sent out last week
- Employee newsletter will be sent out in the 2<sup>nd</sup> quarter
- SR Smith donated \$5,000 for shelving for the new library
- In the final stages of hiring a new police officer

#### Irene Green

- Coordinating with School District on summer reading program
- A K-9 Officer read with children at the Library
- A strategic planning board is up at the Library

#### Joseph Lindsay

- New Court Clerk starts Monday

#### Eric Laitinen

- Working on swim levy language

#### Julie Wehling

- New buses will be in this week
- Ridership is down. Other transit systems are having the same issue.
- Attending ACT meeting tonight

#### Mark Gunter

- Filming for a movie will take place in Eco Park on April 29
- The Fairway Lane project is finished
- An Ordinance will be coming forth for more work at the WWTP

#### Haley Fish

- Finalizing supplemental budget items
- Completed budgets will be sent out to departments for proofing soon

*Notes taken by Kim Scheafer*





The New History Minstrels



## CELEBRATE CANBY ENHANCEMENT DAY



SOLV

IN COOPERATION WITH

**S O L V**



**SATURDAY, APRIL 23 9am - 1pm**

**JOIN US**, your friends and neighbors at Canby's Historic Downtown on First and Second Streets to spread mulches, clean up ornamental and native plantings, and celebrate Earth Day in General Canby's most historic city.

**WALKING TOURS** of the enhanced area will be provided at 2:00 PM by your working and singing neighbors

### OREGON'S NEW HISTORY MINSTRELS

who will mulch, pick up litter, and sing a historic narrative about Canby in barbershop harmony.

**CALL JERRY HERRMANN AT  
(503) 260-3432 TO SIGN UP**

ALL VOLUNTEERS AND GROUPS MEET AT THE  
INTERSECTION OF FIRST STREET AND IVY STREET  
(JUST SOUTH OF CUTSFORTH'S)

### SPONSORED BY:

**SOLV CITY OF CANBY CANBY PUBLIC WORKS  
RIVERS OF LIFE CENTER EARTH CRUSADERS  
CANBY FIRE DISTRICT**



*City of Canby*

