



# AMENDED AGENDA

## CANBY CITY COUNCIL MEETING

February 4, 2015

7:30 PM

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

*Mayor Brian Hodson*

*Council President Tim Dale  
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. Interview, Appointment and Swearing In of New City Councilor

Pg. 1

### 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 January 21, 2015 City Council Regular Meeting and Work Session
- B. Reappointments and Appointment to the Transit Advisory Committee Pg. 2
- C. Appointment to the Municipal Audit and Financial Oversight Committee Pg. 6

### 7. PUBLIC HEARING

- A. Noise Variance Application – ODOT (OR 99E at Berg Parkway South to City Limits) June 16, 2015 – October 29, 2015 (7 p.m. – 6:00 a.m.) Pg. 7

### 8. RESOLUTIONS & ORDINANCES

- A. Res. 1208, Amending Res. 790 Regarding the Officers of the Canby Transit Advisory Committee Pg. 10
- B. Res. 1209, Amending the Project in Res. 1141 Authorizing Full Faith and Credit and Refunding Obligations, Series 2012; and Related Matters Pg. 12

- C. Res. 1210, Amending Res. 1144 Approving an IGA with the Canby Urban Renewal Agency Regarding the Transfer of Tax Increment Revenues and Proceeds to the City for the Purpose of Paying the Series 2012 Obligations Pg. 14
- D. Ord. 1410, Authorizing a Contract with GT General Contracting in the Amount of \$230,301.44 for SW 4<sup>th</sup> Avenue Road Improvements (**2<sup>nd</sup> Reading**) Pg. 21
- E. Ord. 1411, Authorizing a Contract with Heard Farms for Wastewater Sludge Removal (**2<sup>nd</sup> Reading**) Pg. 30
- 9. NEW BUSINESS**
  - A. New Councilor Liaison Assignments Pg. 38
- 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: 1/08/15

Name: Clinton H. Coleman

Occupation: Financial Advisor

Home Address: 2114 N Vine St

Canby, OR 97013

Employer: LPL Financial

Position: Financial Advisor

Daytime Phone: 503-266-4711

Evening Phone: 503-381-3083

E-Mail Address: tandc@wbcable.net

For which position are you applying? City Council

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

1. Canby Traffic Safety Comm
2. Canby Rodeo Associate Volunteer
3. Cutsforth Crusin Car Show Judge
4. Canby Mainstreet Design Comm

Experience and educational background: Past Canby City Councilor, Liason to Library,  
Liason to Traffic Safety, Liason to NE Canby Neighborhood Assoc  
Attended Portland Community College, Portland State University

Reason for your interest in this position: I love living and working in Canby and want  
to do my part as a Citizen to help the Community. I also feel I can work well with the  
Mayor and Current Council

List any other City or County positions on which you serve or have served: Past Canby City  
Council Member

Information on any special membership requirements: N/A

**RECEIVED**

**JAN 08 2015**

*City of Canby - City Recorder*

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

Date: 1/14/2015Name: Marion Laitinen Occupation: none

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

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

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

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

For which position are you applying? Transit Advisory Committee Member

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

Choir, acting, visiting peopleExperience and educational background: former TAC memberReason for your interest in this position: was on it before and liked itList any other City or County positions on which you serve or have served: formerly on TAC

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

**RECEIVED  
JAN 19 2015***City of Canby - City Recorder*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

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

Date: 1/17/2015

Name: Francisco Zamora-Flores

Occupation: High School Student

Home Address:

Employer:

Position: Shift Leader

Daytime Phone:

Evening Phone:

E-Mail Address:

For which position are you applying? Transit Advisory Committee

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

I have been a volunteer at The Canby Center for along time, also I was part of the Ford Family Foundation when it was in Canby.

Experience and educational background: My educational background would be High school student. I am a Senior at Canby High school. My plans after high school is to attend Portland State University and earn my Social work degree.

Reason for your interest in this position: The reason why I am applying again for the same position is because I really enjoyed it and I felt like I was really making a difference in my community, I would like to continue this wonderful experience.

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

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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**RECEIVED  
JAN 19 2015**



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

Information on any special membership requirements: Francisco has told me what the committee does and it sounds very interesting.

Referred by (if applicable): Francisco Zamora Flores

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)

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1-4-13

**RECEIVED**

**JAN 14 2015**

**CITY OF CANBY**



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

Date: 1/28/2015

Name: Elaina Canutt

Occupation: Homeschooling Mom & CPA

Home Address:

Employer:

Position:

Daytime Phone:

Evening Phone:

E-Mail Address:

For which position are you applying? Municipal Audit & Financial Oversight Committee

What are your community interests (committees, organizations, special activities)? I am involved in my local church.

Experience and educational background: Auditor with CPA firm 2 years, Assistant Finance Director 2 years City of Newberg, Part-time Financial Analyst 11 years with City of Newberg, I prepared the comprehensive annual financial report for the City as well as managed the City's audit process yearly. I also was involved in the budget preparation each year. I have an extensive knowledge of governmental accounting.

Reason for your interest in this position: To use my professional skills to serve on a public committee and to learn more about the City in which I reside.

List any other City or County positions on which you serve or have served: 7 Years City of Canby Budget Committee

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)**

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1-4-13

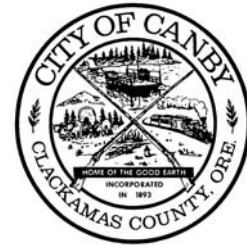
**RECEIVED**

**JAN 28 2015**

**City of Canby - City Recorder**



# MEMORANDUM



**TO:** *Honorable Mayor Hodson and City Council*  
**FROM:** *Kim Scheafer, MMC, City Recorder*  
**DATE:** *January 26, 2015*  
**THROUGH:** *Rick Robinson, City Administrator*

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Issue: Request for Noise Variance

Synopsis: A request has been received from ODOT for a noise variance on June 16, 2015 through October 29, 2015 from 7:00 p.m. – 6:00 a.m. The variance is being requested for paving/construction of OR 99E at Berg Parkway south to the city limits. The entire paving project will run from the Berg Parkway intersection to just north of 2<sup>nd</sup> Street in Aurora.

Per Canby Municipal Code Section 9.48.050B, at least 10 days prior to the public hearing a notice was mailed to property owners within 200' of the location of the variance, published in the Canby Herald, and posted in various locations around the City. Section 9.48.050B allows the Council to approve a variance after certain criteria which would apply to the facts of the requested variance are considered by the Council. In granting a variance, the Council shall consider:

- a. The protection of health, safety and welfare of citizens as well as the feasibility and cost of noise abatement;
- b. The surrounding type of existing land uses;
- c. The acoustical nature of the sound emitted; and
- d. Whether variance from the provision would produce a benefit to the public.

If, after review of the evidence submitted by the applicant and hearing any testimony from the public, the Council chooses to allow the variance as requested, a motion to grant the variance would be appropriate.

Recommendation: Staff recommends Council approve the Noise Variance Application.

Motion: *I move to grant a Noise Variance to ODOT June 16, 2015 through October 29, 2015 from 7:00 p.m. – 6:00 a.m. for paving/construction of OR 99E at Berg Parkway south to the city limits.*

# CITY OF CANBY NOTICE OF PUBLIC HEARING - NOISE VARIANCE

**Date and Time Requested for  
Variances:**

June 16, 2015 – October 29, 2015  
7:00 p.m. – 6:00 a.m.

**Address of Variance:**

OR 99E at Berg Parkway South to City  
Limits

**Name of Applicant:**

ODOT

A public hearing conducted by the Canby City Council will be held on Wednesday, February 4, 2015 at 7:30 p.m. in the City Council Chambers located at 155 NW 2<sup>nd</sup> Avenue, Canby, Oregon. The purpose of this hearing is to consider the granting of a Noise Variance to ODOT for paving/construction of OR 99E for that section of highway that lies within the city limits of Canby from June 16, 2015 – October 29, 2015. The whole paving/construction project is from Berg Parkway south to just north of 2<sup>nd</sup> Avenue in Aurora.

Dated this 7<sup>th</sup> day of January 2015.

Kimberly Scheafer, MMC  
City Recorder

Oregon Department of Transportation (ODOT) is working on a project to repave OR 99E (Pacific Highway East) from SW Berg Parkway in Canby to just north of 2nd Street in Aurora. The project will also do some bridge work, sidewalk ramp changes and safety striping near Lone Elder Road. ODOT anticipates that final plans will be completed in January 2015 and construction will start in summer 2015.

Details include:

- **Paving**
  - The project will remove the existing pavement and install new pavement throughout the entire area.
  - Work will take place at night to minimize impacts to local businesses, residents and travelers.
- **Sidewalk ramps**
  - The intersections at OR 99E and Berg Parkway, Barlow Road and 1st Street (in Aurora) will be updated to be compliant with ADA (Americans with Disabilities Act) standards.
- **Bridge repair**
  - The bridges over the Pudding River will have joints repaired and waterproofing material installed before being repaved to extend the life of the bridges.
- **Safety striping changes**
  - Residents have expressed concern about the safety of the roadway striping on OR 99E north of Lone Elder Road, where it switches from three to two lanes with a middle turn lane.
  - To address these concerns, the project will extend the middle turn lane 50 feet by removing one of the two northbound travel lanes; there will not be any road widening. This will make it safer for motorists accessing businesses and residences in this area.

**For questions or to provide comments, contact:** Brandy Steffen, ODOT Community Affairs Coordinator

503-731-8230

Brandy.Steffen@odot.state.or.us

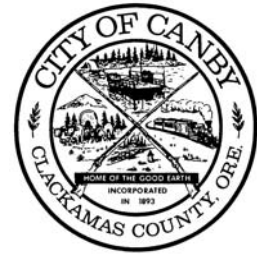
123 NW Flanders Street

Portland, OR 97209

¿Hablas español? Podemos proporcionar la información de esta publicación en español. Para recibir información por favor llame al (503) 731-8230 o visite el sitio web.

Вы говорите по-русски? Мы можем предоставить информацию в этой публикации на русском языке. Для получения информации звоните по тел (503) 731-8230 или посетите веб-сайт.

# MEMORANDUM



**TO:** *Honorable Mayor Hodson and City Council*  
**FROM:** *Julie Wehling, Transit Director*  
**DATE:** *1/19/15*  
**THROUGH:** *Richard Robinson, City Administrator*

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Issue: **Resolution 1208 is an amendment to Resolution 790 which is the Transit Advisory Committee's establishing resolution**

Synopsis:

Transit Advisory Committee members serve overlapping three year terms that run through the month of March. It has been the practice for a number of years now to select the chairperson and vice-chairperson in the spring (usually in March or April) in order to be assured that those selected will remain on the committee for at least one year.

In recent memory, all secretarial tasks have been performed by Transit Department staff according to state requirements and the committee has not selected a secretary for the committee.

Currently Section 3 C of Resolution 790 reads as follows:

"C. Officers: At the first meeting of each year, the committee shall select a chairperson, vice-chairperson and a secretary who shall serve for a term of one (1) year. It shall be the duty of the secretary to send all notices of the meetings: keep and preserve minutes, have custody and keep all document and papers while with said committee and perform such other duties as may be prescribed by said committee."

Recommendation:

*Staff recommends that Section 3 C of Resolution 790 be amended to read as follows:*

***At the April meeting each year, or the first meeting thereafter, the committee shall select a chairperson and vice-chairperson who shall serve for a term of one (1) year.***

Rationale:

Revising the language in Section 3 C of Resolution 790 will require chairperson and vice-chairperson selection at a time consistent with membership terms; thereby improving efficiencies. It will also eliminate any reference to a secretary or secretary duties which are actually performed by City staff.

Fiscal Impact: none

Recommended

Motion: I move to adopt Resolution 1208, **A RESOLUTION AMENDING RESOLUTION NO. 790 REGARDING THE OFFICERS OF THE CANBY TRANSIT ADVISORY COMMITTEE.**

Attachments: Resolution 1208

## RESOLUTION NO. 1208

### A RESOLUTION AMENDING RESOLUTION NO. 790 REGARDING THE OFFICERS OF THE CANBY TRANSIT ADVISORY COMMITTEE.

**WHEREAS**, the Canby Transit Advisory Committee was formed by Resolution 790 in 2002 to advise the City of Canby regarding issues of on-going transit services for the City; and

**WHEREAS**, Resolution 857 amends the size of the committee and Resolution 1046 amends the requirements for membership on the committee; and

**WHEREAS**, terms for members currently run through the month of March making it appropriate for the committee to select officers annually at the April Transit Advisory Committee; and

**WHEREAS**, the duties of the secretary are performed by staff and record keeping requirements are prescribed by State Law thus they do not need be listed in the resolution.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Canby City Council, as follows:

Section 1. Section 3 C of Resolution No 790 is amended to read as follows:

C. Officers: At the ~~first meeting of~~ April meeting each year, ~~or the first meeting thereafter~~, the committee shall select a chairperson; ~~and~~ vice-chairperson ~~and a secretary~~ who shall serve for a term of one (1) year. ~~It shall be the duty of the secretary to send all notices for the meetings; keep and preserve minutes, have custody and keep all documents and papers while with said committee and person such other duties as may be prescribed by said committee.~~

Section 2. All other provisions of Resolution No. 790 shall remain in full force and effect.

This Resolution shall take effect on February 4, 2015.

**ADOPTED** this 4<sup>th</sup> day of February 2015 by the Canby City Council.

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Brian Hodson  
Mayor

ATTEST

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Kimberly Scheafer, MMC  
City Recorder

## RESOLUTION NO. 1209

### **A RESOLUTION AMENDING THE PROJECT IN RESOLUTION NO. 1141 AUTHORIZING FULL FAITH AND CREDIT AND REFUNDING OBLIGATIONS, SERIES 2012; AND RELATED MATTERS.**

WHEREAS, on September 19, 2012, the City adopted Resolution No. 1141 authorizing the issuance of full faith and credit and refunding obligations in an amount not to exceed \$14,400,000 for (i) the acquisition, construction, equipping and furnishing of a new library, renovation of the existing library and City Hall, and certain road and bridge improvements (the **“New Money Project”**) and (ii) the refunding certain prior loans (the **“Refunding Project”**); and

WHEREAS, on December 20, 2012, Full Faith and Credit and Refunding Obligations, Series 2012, were issued, for and on behalf of the City, in the principal amount of \$14,050,000 to finance the New Money Project and the Refunding Project (the **“Series 2012 Obligations”**); and

WHEREAS, the City now desires to amend Resolution No. 1141 to use the proceeds of the Series 2012 Obligations for (i) projects set forth in the Canby Urban Renewal Plan dated November 24, 1999, as amended from time to time, including the acquisition of property and construction, equipping and furnishing of a civic center for a new library and City offices, and certain road and bridge improvements (the **“Amended New Money Project”**) and (ii) the Refunding Project”.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF CANBY AS FOLLOWS:

#### **Section 1. Authorization.**

The City hereby amends Resolution No. 1141 to use the proceeds of the Series 2012 Obligations for the Amended New Money Project and the Refunding Project.

#### **Section 2. Designation of Authorized Representative.**

The City hereby designates the City Administrator, Assistant City Administrator or Finance Director or any designee of the City Council (the **“Authorized Representative”**) to act as the authorized representative on behalf of the City in accordance with this Resolution, including:

A. to enter into an Amended Escrow Agreement with the Escrow Agent for the Series 2012 Obligations to include the Amended New Money Project; and

B. to enter into an Amended Intergovernmental Agreement with the City of Canby Urban Renewal Agency to include the Amended New Money Project; and

C. to execute and deliver an amended tax certificate and any other documents, agreements or certificates, and take other actions, which the Authorized Representative determines

are necessary and desirable in accordance with this Resolution.

**Section 3. Effective Date.**

This resolution shall take effect on the date of its adoption.

ADOPTED this 4<sup>th</sup> day of February 2015 by the Canby City Council.

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Brian Hodson  
Mayor

ATTEST:

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Kimberly Scheafer, MMC  
City Recorder



## RESOLUTION NO. 1210

### **A RESOLUTION OF THE CITY OF CANBY AMENDING RESOLUTION NO. 1144 APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF CANBY URBAN RENEWAL AGENCY REGARDING THE TRANSFER OF TAX INCREMENT REVENUES AND PROCEEDS TO THE CITY FOR THE PURPOSE OF PAYING THE SERIES 2012 OBLIGATIONS**

WHEREAS, on October 3, 2012, the City adopted Resolution No. 1144 authorizing an intergovernmental agreement (the “**IGA**”) between the City and the Canby Urban Renewal Agency (the “**Agency**”) whereby the Agency shall transfer to the City tax increment revenues and proceeds accumulated by the Agency for the payment of obligations issued to finance and refinance projects set forth in the Canby Urban Renewal Plan dated November 24, 1999, as amended June 23, 2009, including the acquisition, construction, equipping and furnishing of a new library, renovation of the existing library and City Hall, and certain road and bridge improvements (the “**Project**”); and

WHEREAS, on October 10, 2012, the City and the Agency executed the IGA; and

WHEREAS, on December 20, 2012, Full Faith and Credit and Refunding Obligations, Series 2012, were issued, for and on behalf of the City, in the principal amount of \$14,050,000 to finance the Project (the “**Series 2012 Obligations**”).

WHEREAS, the City now desires to amend Resolution No. 1144 and the IGA to provide that the Project includes projects set forth in the Canby Urban Renewal Plan dated November 24, 1999, as amended from time to time, including the acquisition of property and construction, equipping and furnishing of a civic center for a new library and City offices, and certain road and bridge improvements (the “**Amended Project**”).

IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF CANBY, AS FOLLOWS:

1. The City agrees to the terms and conditions of the Amended and Restated Intergovernmental Agreement attached hereby as Exhibit A, and authorizes and directs the Mayor or the City Administrator to sign the IGA on behalf of the City.

2. This resolution will take effect on the date of its adoption.

ADOPTED this 4<sup>th</sup> day of February 2015 by the Canby City Council.

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Brian Hodson  
Mayor

ATTEST:

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Kimberly Scheafer, MMC  
City Recorder

## EXHIBIT “A”

### AMENDED AND RESTATED 2012 INTERGOVERNMENTAL AGREEMENT

This Amended and Restated 2012 Intergovernmental Agreement is executed this 4<sup>th</sup> day of February 2015, by and between the CITY OF CANBY, OREGON, a municipal corporation of the State of Oregon (the “City”) and the CANBY URBAN RENEWAL AGENCY, OREGON, a public body created and activated under ORS Chapter 457 (the “Agency”).

#### I. DEFINITIONS

For purposes of this 2012 Intergovernmental Agreement, unless the context clearly requires otherwise, capitalized terms that are not listed in this section but which are defined in the Master Document shall have the meanings defined for those terms in the Master Document, and the following capitalized terms shall have the following meanings:

**“2008 Bond”** means the Agency’s Urban Renewal Bond, Series 2008, dated July 22, 2008, in the original principal amount of \$1,915,000 which was authorized by the Agency Resolution No. URR 08-004.

**“2009 Loan”** means the City’s loan for road completion from Business Oregon (formerly, the Oregon Economic and Community Development Department) dated May 27, 2009 in the original principal amount of \$1,981,047.

**“2009 Intergovernmental Agreement”** means the intergovernmental agreement between the City and the Agency amended by Resolution No. 978 on May 7, 2008, relating to the 2009 Loan.

**“2010 Intergovernmental Agreement”** means the intergovernmental agreement between the City and the Agency dated as of December 1, 2010, relating to the 2010 Obligations.

**“2010 Obligations”** means the City’s Full Faith and Credit Obligations, Series 2010 (Direct Payment Federally Taxable Recovery Zone Economic Development Bonds, Downtown Project), dated December 28, 2010, in the original principal amount of \$2,500,000.

**“2011 Intergovernmental Agreement”** means the intergovernmental agreement between the City and the Agency dated as of May 4, 2011, relating to the 2011 Obligations.

**“2011 Obligations”** means the City’s Full Faith and Credit Obligations, Series 2011 (Police Station Project), dated August 9, 2011, in the original principal amount of \$9,000,000.

**“2012 Intergovernmental Agreement”** means this Amended and Restated 2012 Intergovernmental Agreement between the City and the Agency dated as of February 4, 2015, originally dated October 10, 2012, relating to the 2012 Obligations.

**“2012 Obligations”** means the City’s Full Faith and Credit and Refunding Obligations, Series 2012 (Library and Industrial Park Projects) in the aggregate principal amount of \$14,050,000.

**“Agency”** means the Canby Urban Renewal Agency, Clackamas County, Oregon.

**“Agency Resolution”** means the Agency Resolution No. URR 12-013 adopted October 10, 2012, as amended by Agency Resolution No. URR 15-001 adopted February 4, 2015.

**“Area”** means the Canby Urban Renewal Area which is described in the Plan and all additions thereto.

**“Authorized Representative of the Agency”** means, each individually, the Chair or the Agency Director or his designee.

**“Authorized Representative of the City”** means, each individually, the City Administrator or their designee.

**“City”** means the City of Canby, Clackamas County, Oregon.

**“City Resolution”** means City Resolution No. 1144 adopted October 3, 2012, as amended by City Resolution No. 1210 adopted February 4, 2015.

**“Master Document”** means the Bond Purchase Agreement between the Agency and U.S. Bank National Association that is dated as of July 22, 2008, that relates to the 2008 Bond.

**“ORS”** means Oregon Revised Statutes.

**“Parity Indebtedness”** shall have the meaning assigned to such term in the Master Document.

**“Plan”** means the Canby Urban Renewal Plan dated November 24, 1999, as amended from time to time.

**“Tax Increment Revenues”** means all ad valorem tax revenues from property which are attributable to the increase in assessed value of property within the Area pursuant to Section 1c, Article IX of the Oregon Constitution and Oregon Revised Statutes, Chapter 457, and all earnings thereon.

## **II. RECITALS**

- A. Pursuant to ORS 190.010, units of local government are authorized to enter into intergovernmental agreements with other units of local governments for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have the authority to perform.

- B. Each of the parties to this agreement is a “unit of local government” as defined in ORS Section 190.003. Each of the parties has the legal authority for the performance of any and all functions and activities set forth herein.
- C. The Agency, as the duly authorized and acting urban renewal agency of the City of Canby, Oregon is charged to undertake certain redevelopment activities in the redevelopment area pursuant to ORS Chapter 457 and the Plan.
- D. Pursuant to ORS 457.190, the Agency is authorized to borrow money and accept advances, loans, grants and any other form of financial assistance from a public body for the purposes of undertaking and carrying out urban renewal projects.
- E. Pursuant to ORS 457.320 the City is authorized to exercise any of its powers to assist in the planning or the carrying out of an urban renewal plan.
- F. Pursuant to ORS 271.390 the City has the power to enter into financing agreements and authorize the issuance of full faith and credit obligations on its behalf to finance and refinance real and personal property.
- G. The City and the Agency previously entered into the 2009 Intergovernmental Agreement in connection with the 2009 Loan, the 2010 Intergovernmental Agreement in connection with the 2010 Obligations and the 2011 Intergovernmental Agreement in connection with the 2011 Obligations.
- H. The City and the Agency originally entered into the 2012 Intergovernmental Agreement in connection with the 2012 Obligations on October 10, 2012 for the payment of obligations issued to finance and refinance projects set forth in the Canby Urban Renewal Plan dated November 24, 1999, as amended June 23, 2009, including the acquisition, construction, equipping and furnishing of a new library, renovation of the existing library and City Hall, and certain road and bridge improvements (the “Project”), and now enters into this Amended and Restated 2012 Intergovernmental Agreement to provide that the Project includes projects set forth in the Canby Urban Renewal Plan dated November 24, 1999, as amended from time to time, including the acquisition of property and construction, equipping and furnishing of a civic center for a new library and City offices, and certain road and bridge improvements (the “Amended Project”).
- I. The City entered into a financing agreement and escrow agreement on December 20, 2012, providing for the issuance of the 2012 Obligations to finance and refinance certain real and personal property set forth in the Plan.

### **III. AGREEMENT**

NOW, THEREFORE, pursuant to the provisions of ORS Chapters 457 and 190, and in consideration of the benefits to accrue to the City, the Agency, the community and the citizens from this 2012 Intergovernmental Agreement and the 2012 Obligations, and in consideration of the covenants set forth therein, the City and Agency agree:

1. The Agency shall transfer Tax Increment Revenues and proceeds to the City in amounts and at times sufficient for the City to pay the 2012 Obligations under the terms set forth in the 2012 Obligation financing documents from those Tax Increment Revenues.
2. The Agency hereby irrevocably pledges the Tax Increment Revenues to make the transfers described in paragraph 1. above. The obligation of the Agency to make the transfers described in paragraph 1. above, shall constitute Parity Indebtedness. The lien on, and pledge of the Tax Increment Revenues to the 2012 Obligations shall be equal to the lien and pledge that secures the 2008 Bond, the 2009 Loan, the 2010 Obligations, the 2011 Obligations and all other Parity Indebtedness. The provisions of this 2012 Intergovernmental Agreement and the Agency Resolution shall be a contract with the City. The Agency has issued Parity Indebtedness in the past and reserves the right to issue Parity Indebtedness in the future as permitted by the Master Document. The Agency is not required to create or fund a bond reserve account in connection with this 2012 Intergovernmental Agreement. The Agency covenants and agrees that it will not incur any other form of indebtedness secured by a greater priority lien on the Tax Increment Revenues during the period any amounts are outstanding under this 2012 Intergovernmental Agreement.
3. The City agrees to take all steps required to qualify and maintain the 2012 Obligations as tax-exempt obligations.
4. The Agency agrees to take all steps required to qualify and maintain the 2012 Obligations as tax-exempt obligations.
5. The Agency covenants to cause the maximum amount of the Tax Increment Revenues to be collected each Fiscal Year.
6. The Agency may incur additional indebtedness secured by a lien on the Tax Increment Revenues subordinate to the lien of this 2012 Intergovernmental Agreement as provided in the Master Document. Parity liens are permitted in accordance with the Master Document.
7. The City and Agency have each taken the actions necessary to authorize this 2012 Intergovernmental Agreement and no challenge or appeal to such actions is pending.
8. The Authorized Representatives are authorized to execute this 2012 Intergovernmental Agreement on behalf of their respective bodies.
9. This 2012 Intergovernmental Agreement may be modified upon written mutual agreement of the City and the Agency.
10. This 2012 Intergovernmental Agreement shall be effective as of the date first listed above and shall terminate upon defeasance of the 2012 Obligations and any obligations issued to refund the 2012 Obligations.

11. This 2012 Intergovernmental Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

CITY OF CANBY  
CLACKAMAS COUNTY, OREGON

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

CANBY URBAN RENEWAL AGENCY  
CLACKAMAS COUNTY, OREGON

By \_\_\_\_\_  
Tim Dale, Chair



## **ORDINANCE NO. 1410**

### **AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH GT GENERAL CONTRACTING IN THE AMOUNT OF \$230,301.44 FOR SW 4<sup>th</sup> AVENUE ROADWAY IMPROVEMENTS; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Canby has heretofore advertised and received ten (10) bids for the SW 4<sup>th</sup> Avenue Roadway Improvements project; and

**WHEREAS**, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on December 1, 2014; and

**WHEREAS**, bids were received and opened on December 16, 2014 at 2:00 p.m. in the City Hall Conference Room of the City of Canby and the bids were read aloud: and

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

1	GT General Contracting	\$230,301.44
2	Weitman Excavation, LLC	\$236,830.00
3	Eagle-Elsner, Inc.	\$248,356.00
4	Nutter Corporation	\$248,422.22
5	CivilWorks NW, Inc.	\$266,139.00
6	Canby Excavating, Inc.	\$269,340.00
7	North Santiam Paving Co.	\$270,831.00
8	S-2 Contractors, Inc.	\$302,006.00
9	Brown Contracting, Inc.	\$318,872.01
10	Pacific Excavation, Inc.	\$332,304.00

**WHEREAS**, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, January 21, 2015, 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 GT General Contracting; now therefore

### **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 GT General Contracting for SW 4<sup>th</sup> Avenue Roadway Improvements, in the amount

**2nd Reading**

of \$230,301.44. A copy of the contract with GT General Contracting is attached hereto and marked as Exhibit "A" and by this reference 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, January 21, 2015; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, February 4, 2015, after the hour of 7:30 p.m. at 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 second and final reading by the Canby City Council at a regular meeting thereof on the 4<sup>th</sup> day of February 2015, 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 2015, by and between

**CITY OF CANBY**

(hereinafter called OWNER) and

**GT General Contracting**

(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 SW 4th Avenue Roadway Improvements**

The scope of work consists of approximately 665 lineal feet of 34' to 40' wide roadway improvements, to include curbs, sidewalks, ADA ramps, driveway tie-ins, storm drainage improvements, utility trenching for streetlights and ADA push button, signs and in-roadway lights.

### 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

**Two Hundred Thirty Thousand Three Hundred One and 44/100-----** Dollars  
(\$**230,301.44**) 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 14.01 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 14.02 of the General Conditions.

5.2 Final Payment: Upon final completion and acceptance of the Work in accordance with paragraph 14.07 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 14.07.

## **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 bearing the following general title:

**City of Canby**  
**SW 4th Avenue Roadway Improvements**
- 8.9 Addenda number   -0-  .
- 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 \_\_\_\_\_, 2015.

OWNER:

**CITY OF CANBY  
182 N Holly Street  
P.O. Box 930  
Canby, OR 97013**

CONTRACTOR:

**GT General Contracting  
P.O. Box 5172  
Salem, OR 97304**

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

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

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

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

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

Address for giving notices:



City of Canby SW 4th Avenue Improvements Bid Date: December 16, 2014				1		2		3		4		5		6		7		8		9		10	
BID TABULATION				GT General Contracting		Weitman Excavation		Eagle-Elsner		Nutter Corp.		CivilWorks NW		Canby Excavating		North Santiam Paving Co.		S-2 Contractors		Brown Contracting		Pacific Excavation	
Basic Bid Items:				Units		Unit / Total		Unit / Total		Unit / Total		Unit / Total		Unit / Total		Unit / Total		Unit / Total		Unit / Total		Unit / Total	
A. Site Preparation & Restoration																							
A.1	Mobilization	1	LS	\$ 19,407.00	\$ 18,150.00	\$ 9,000.00	\$ 24,150.00	\$ 20,000.00	\$ 15,000.00	\$ 30,500.00	\$ 15,300.00	\$ 31,500.00	\$ 25,000.00										
A.2	Temporary Protection & Direction of Traffic, Temporary Signing	1	LS	\$ 5,318.00	\$ 3,000.00	\$ 7,200.00	\$ 9,000.00	\$ 4,500.00	\$ 8,500.00	\$ 4,300.00	\$ 18,000.00	\$ 5,000.00	\$ 10,000.00										
A.3	Erosion Control	1	LS	\$ 1,226.00	\$ 1,000.00	\$ 900.00	\$ 1,500.22	\$ 750.00	\$ 2,500.00	\$ 900.00	\$ 2,000.00	\$ 1,500.00	\$ 2,500.00										
A.4	Clearing & Grubbing, Tree Removal & Landscape Protection, Site Restoration	1	LS	\$ 10,503.00	\$ 6,000.00	\$ 7,600.00	\$ 8,600.00	\$ 15,000.00	\$ 7,500.00	\$ 19,500.00	\$ 5,000.00	\$ 20,000.00	\$ 13,000.00										
A.5	Common Excavation	85	CY	\$ 70.61	\$ 66.00	\$ 12.50	\$ 35.00	\$ 50.00	\$ 72.00	\$ 31.50	\$ 80.00	\$ 78.00	\$ 104.00										
A.6	Subgrade/ Trench Stabilization	25	CY	\$ 109.52	\$ 41.00	\$ 105.00	\$ 60.00	\$ 60.00	\$ 65.00	\$ 73.00	\$ 100.00	\$ 20.00	\$ 63.00										
A.7a	Sawcut Asphalt/ Concrete Pavement (up to 6" Depth)	750	LF	\$ 1.91	\$ 1.50	\$ 1.10	\$ 3.00	\$ 1.50	\$ 2.80	\$ 2.00	\$ 2.00	\$ 9.00	\$ 2.75										
A.7b	Sawcut Reinforced Concrete Pad (16"-20" Depth)	100	LF	\$ 21.06	\$ 22.00	\$ 8.50	\$ 9.00	\$ 10.00	\$ 22.00	\$ 20.00	\$ 12.00	\$ 58.00	\$ 4.25										
A.8	Remove, Salvage and Reinstall Existing Signs on a New Post with V- Loc Base	5	Ea.	\$ 234.00	\$ 290.00	\$ 300.00	\$ 250.00	\$ 150.00	\$ 190.00	\$ 250.00	\$ 500.00	\$ 200.00	\$ 310.00										
A.9	New Signs on New Post with V- Loc Base	2	Ea.	\$ 255.00	\$ 400.00	\$ 350.00	\$ 250.00	\$ 300.00	\$ 475.00	\$ 500.00	\$ 700.00	\$ 1,000.00	\$ 350.00										
A.10	Bollards	3	Ea.	\$ 209.00	\$ 500.00	\$ 250.00	\$ 550.00	\$ 350.00	\$ 715.00	\$ 700.00	\$ 800.00	\$ 800.00	\$ 715.00										
Subtotal Site Preparation & Restoration				\$ 51,039.35	\$ 41,860.00	\$ 33,012.50	\$ 54,275.22	\$ 50,525.00	\$ 49,590.00	\$ 67,552.50	\$ 58,600.00	\$ 83,080.00	\$ 67,797.50										
Basic Bid Items:				Units		Unit / Total		Unit / Total		Unit / Total		Unit / Total		Unit / Total		Unit / Total		Unit / Total		Unit / Total		Unit / Total	
B. Walkway Crossing Signs and Lighting Assembly																							
B.1	Amber LED Signal Head (in-roadway warning lights), LGS-9X-3	14	Ea.	\$ 1,697.00	\$ 1,395.00	\$ 1,350.00	\$ 1,400.00	\$ 1,500.00	\$ 650.00	\$ 630.00	\$ 2,000.00	\$ 700.00	\$ 660.00										
B.2	Snow Plow Resistant 14" Base Plate, CHS-14	14	Ea.	\$ 521.00	\$ 490.00	\$ 475.00	\$ 450.00	\$ 750.00	\$ 775.00	\$ 740.00	\$ 800.00	\$ 800.00	\$ 775.00										
B.3	Two Part Epoxy for Securing Base Plate in Roadway, LGS Bondo	12	Ea.	\$ 234.00	\$ 215.00	\$ 215.00	\$ 210.00	\$ 325.00	\$ 440.00	\$ 420.00	\$ 400.00	\$ 500.00	\$ 450.00										
B.4	School Sign w/o Crosswalk & LED Enhanced Border, LGS-W63/S-2-1-B	2	Ea.	\$ 3,050.00	\$ 2,490.00	\$ 2,500.00	\$ 2,300.00	\$ 3,250.00	\$ 2,550.00	\$ 2,400.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00										
B.5	Entry Level LGS-ECP Control Panel & Cabinet	1	Ea.	\$ 4,486.00	\$ 3,965.00	\$ 3,900.00	\$ 3,700.00	\$ 5,000.00	\$ 6,400.00	\$ 6,200.00	\$ 4,500.00	\$ 6,000.00	\$ 6,300.00										
B.6	2" Push Button Assembly w/ LED Placard	2	Ea.	\$ 673.00	\$ 1,000.00	\$ 620.00	\$ 600.00	\$ 2,000.00	\$ 3,100.00	\$ 3,000.00	\$ 900.00	\$ 3,000.00	\$ 3,000.00										
Subtotal Walkway Crossing Signs and Lighting Assembly				\$ 45,792.00	\$ 39,915.00	\$ 38,270.00	\$ 37,920.00	\$ 50,900.00	\$ 42,930.00	\$ 41,220.00	\$ 57,300.00	\$ 44,000.00	\$ 42,790.00										
Basic Bid Items:				Units		Unit / Total		Unit / Total		Unit / Total		Unit / Total		Unit / Total		Unit / Total		Unit / Total		Unit / Total		Unit / Total	
C. Paving & Surfacing																							
C.1	1"-0" Crushed Rock Base (12" deep)	65	SY	\$ 22.56	\$ 55.00	\$ 33.50	\$ 50.00	\$ 25.00	\$ 48.00	\$ 69.00	\$ 30.00	\$ 69.00	\$ 42.25										
C.2	Standard Concrete Type 'C' Curb including Excavation and 6" Leveling Rock	765	LF	\$ 15.10	\$ 19.00	\$ 26.50	\$ 24.00	\$ 25.00	\$ 25.00	\$ 22.50	\$ 30.00	\$ 38.00	\$ 26.50										
C.3	8" Concrete Mid-Block Crossway including Excavation, Wordings and Paw Symbols and 6" Leveling Rock	80	SY	\$ 276.00	\$ 305.00	\$ 420.00	\$ 370.00	\$ 400.00	\$ 395.00	\$ 360.00	\$ 350.00	\$ 450.00	\$ 383.00										
C.4	6" Concrete Driveway including Excavation and 4" Leveling Rock & WWF or Mesh Fiber Reinforcement	100	SY	\$ 83.00	\$ 114.00	\$ 80.00	\$ 90.00	\$ 75.00	\$ 68.00	\$ 77.00	\$ 80.00	\$ 110.00	\$ 98.50										
C.5	4" Concrete Sidewalk or Driveway including Excavation and 2" Leveling Rock	485	SY	\$ 46.00	\$ 59.00	\$ 45.50	\$ 55.00	\$ 50.00	\$ 52.00	\$ 51.50	\$ 50.00	\$ 49.00	\$ 58.75										
C.6	Detectable Warning Tile (ADA Ramp 2'x4')	10	Ea.	\$ 142.70	\$ 256.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 260.00	\$ 260.00	\$ 350.00	\$ 500.00	\$ 274.00										
C.7	Asphalt Driveway Restoration including Excavation and 8" Leveling Rock	40	SY	\$ 103.00	\$ 45.00	\$ 68.00	\$ 55.00	\$ 70.00	\$ 205.00	\$ 28.50	\$ 100.00	\$ 92.00	\$ 76.00										
C.8	½" Dense Mix AC Pavement, Level II	100	Tons	\$ 136.66	\$ 128.00	\$ 135.00	\$ 130.00	\$ 135.00	\$ 145.00	\$ 120.00	\$ 200.00	\$ 120.00	\$ 130.25										
C.9	2'x9" Thermoplastic Continental Cross Bars or 12" wide Stop Bars	252	SF	\$ 7.87	\$ 8.50	\$ 6.00	\$ 6.00	\$ 7.00	\$ 7.50	\$ 15.50	\$ 18.00	\$ 6.00	\$ 16.50										
Subtotal Paving & Surfacing				\$ 86,904.14	\$ 101,827.00	\$ 106,599.50	\$ 106,347.00	\$ 105,314.00	\$ 113,055.00	\$ 102,821.00	\$ 117,186.00	\$ 126,512.00	\$ 114,965.50										
Basic Bid Items				Units		Unit / Total		Unit / Total		Unit / Total		Unit / Total		Unit / Total		Unit / Total		Unit / Total		Unit / Total		Unit / Total	
D. Storm Drain Improvements																							
D.1	10" HDPE Pipe Including Trench Excavation & Material Disposal and Crushed Rock Backfill	184	LF	\$ 24.55	\$ 57.00	\$ 61.00	\$ 55.00	\$ 50.00	\$ 60.00	\$ 31.25	\$ 80.00	\$ 70.00	\$ 64.00										
D.2	Type G-2 Catch Basin	3	Ea.	\$ 1,810.00	\$ 1,700.00	\$ 1,550.00	\$ 1,600.00	\$ 1,450.00	\$ 1,400.00	\$ 1,450.00	\$ 4,000.00	\$ 2,200.00	\$ 1,500.00										
D.3	48" Diameter Drywell (26' deep)	2	Ea.	\$ 13,111.00	\$ 11,400.00	\$ 13,600.00	\$ 8,600.00	\$ 12,500.00	\$ 10,500.00	\$ 13,200.00	\$ 10,000.00	\$ 9,000.00	\$ 27,500.00										
Subtotal Storm Drain Improvements				\$ 36,169.20	\$ 38,388.00	\$ 43,074.00	\$ 32,120.00	\$ 38,550.00	\$ 36,240.00	\$ 36,500.00	\$ 46,720.00	\$ 37,480.00	\$ 71,276.00										

BID TABULATION				GT General Contracting	Weitman Excavation	Eagle-Elsner	Nutter Corp.	CivilWorks NW	Canby Excavating	North Santiam Paving Co.	S-2 Contractors	Brown Contracting	Pacific Excavation
Basic Bid Items				Units	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
E. Sanitary Sewer & Water													
E.1	Abandon Existing RV Sewer Dump Station	1	Ea.	\$ 277.00	\$ 1,000.00	\$ 1,400.00	\$ 300.00	\$ 1,000.00	\$ 850.00	\$ 950.00	\$ 1,500.00	\$ 0.01	\$ 750.00
				\$ 277.00	\$ 1,000.00	\$ 1,400.00	\$ 300.00	\$ 1,000.00	\$ 850.00	\$ 950.00	\$ 1,500.00	\$ 0.01	\$ 750.00
E.2	Abandon Existing Water Service	1	Ea.	\$ 569.00	\$ 2,500.00	\$ 1,300.00	\$ 300.00	\$ 1,200.00	\$ 1,750.00	\$ 780.00	\$ 1,000.00	\$ 2,000.00	\$ 1,100.00
				\$ 569.00	\$ 2,500.00	\$ 1,300.00	\$ 300.00	\$ 1,200.00	\$ 1,750.00	\$ 780.00	\$ 1,000.00	\$ 2,000.00	\$ 1,100.00
Subtotal Sanitary Sewer & Water				\$ 846.00	\$ 3,500.00	\$ 2,700.00	\$ 600.00	\$ 2,200.00	\$ 2,600.00	\$ 1,730.00	\$ 2,500.00	\$ 2,000.01	\$ 1,850.00
Basic Bid Items				Units	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
F. Utility Construction													
F.1	Single Trench Excavation Including Material Disposal and Crushed Rock Backfill	300	LF	\$ 4.25	\$ 11.75	\$ 12.50	\$ 15.00	\$ 20.00	\$ 36.00	\$ 18.00	\$ 20.00	\$ 20.00	\$ 21.00
				\$ 1,275.00	\$ 3,525.00	\$ 3,750.00	\$ 4,500.00	\$ 6,000.00	\$ 10,800.00	\$ 5,400.00	\$ 6,000.00	\$ 6,000.00	\$ 6,300.00
F.2	Single Trench Excavation Including Material Disposal and Native Backfill	350	LF	\$ 5.65	\$ 5.50	\$ 7.50	\$ 10.00	\$ 9.00	\$ 17.00	\$ 7.00	\$ 10.00	\$ 12.00	\$ 16.00
				\$ 1,977.50	\$ 1,925.00	\$ 2,625.00	\$ 3,500.00	\$ 3,150.00	\$ 5,950.00	\$ 2,450.00	\$ 3,500.00	\$ 4,200.00	\$ 5,600.00
F.3	Excavate, Material Disposal and Rock Backfill For Street Light Poles Including Setting Junction Boxes (#1324) to Grade	6	Ea.	\$ 534.00	\$ 195.00	\$ 1,450.00	\$ 210.00	\$ 550.00	\$ 200.00	\$ 670.00	\$ 300.00	\$ 1,000.00	\$ 775.00
				\$ 3,204.00	\$ 1,170.00	\$ 8,700.00	\$ 1,260.00	\$ 3,300.00	\$ 1,200.00	\$ 4,020.00	\$ 1,800.00	\$ 6,000.00	\$ 4,650.00
F.4	Excavate, Material Disposal and Rock Backfill For Electric Meter Base	1	Ea.	\$ 250.00	\$ 295.00	\$ 1,000.00	\$ 450.00	\$ 250.00	\$ 375.00	\$ 500.00	\$ 300.00	\$ 100.00	\$ 800.00
				\$ 250.00	\$ 295.00	\$ 1,000.00	\$ 450.00	\$ 250.00	\$ 375.00	\$ 500.00	\$ 300.00	\$ 100.00	\$ 800.00
F.5	Excavate, Material Disposal and Rock Backfill & Setting Utility Vaults	2	Ea.	\$ 505.00	\$ 500.00	\$ 1,000.00	\$ 600.00	\$ 1,350.00	\$ 300.00	\$ 850.00	\$ 300.00	\$ 1,000.00	\$ 4,000.00
				\$ 1,010.00	\$ 1,000.00	\$ 2,000.00	\$ 1,200.00	\$ 2,700.00	\$ 600.00	\$ 1,700.00	\$ 600.00	\$ 2,000.00	\$ 8,000.00
F.6	Lockable, Commercial Meter Pedestal	1	Ea.	\$ 176.00	\$ 800.00	\$ 2,500.00	\$ 2,500.00	\$ 250.00	\$ 2,700.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 2,650.00
				\$ 176.00	\$ 800.00	\$ 2,500.00	\$ 2,500.00	\$ 250.00	\$ 2,700.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 2,650.00
F.7	Directional Bore, Conduit Provided by Canby Utility	75	LF	\$ 22.11	\$ 35.00	\$ 55.00	\$ 50.00	\$ 40.00	\$ 44.00	\$ 52.50	\$ 60.00	\$ 80.00	\$ 75.00
				\$ 1,658.25	\$ 2,625.00	\$ 4,125.00	\$ 3,750.00	\$ 3,000.00	\$ 3,300.00	\$ 3,937.50	\$ 4,500.00	\$ 6,000.00	\$ 5,625.00
Subtotal Utility Construction				\$ 9,550.75	\$ 11,340.00	\$ 24,700.00	\$ 17,160.00	\$ 18,650.00	\$ 24,925.00	\$ 21,007.50	\$ 19,700.00	\$ 25,800.00	\$ 33,625.00
TOTAL BASIC BID				\$ 230,301.44	\$ 236,830.00	\$ 248,356.00	\$ 248,422.22	\$ 266,139.00	\$ 269,340.00	\$ 270,831.00	\$ 302,006.00	\$ 318,872.01	\$ 332,304.00
Red denotes variation from written bid, after calculation													

Red denotes variation from written bid, after calculation

**ORDINANCE NO. 1411**

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

**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.** Inasmuch as it is in the best interest of the citizens of Canby, Oregon, to dispose of sludge and wastewater, in order to provide both essential and general services to the public, an emergency is hereby declared to exist and this ordinance shall take effect immediately upon its enactment.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, January 21, 2015, 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, February 4, 2015, commencing at the hour of 7:30 pm at the Council Meeting Chambers located at 155 N.W. 2<sup>nd</sup> Avenue, Canby, Oregon.

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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 February 2015, 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 \$75,000 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:

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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 \$53.00 per ton.
2. The above-stated price of \$53.00 per ton will remain fixed through June 30, 2015. Any subsequent change to the \$53.00 per ton price will require a new agreement.
3. Heard Farms agrees to supply three (3) trailers for the City to pre-load the bio-solids for pick-up every Thursday (unless otherwise agreed upon mutually by the parties due to special circumstances).
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 continues to reserve the right to utilize their current contracted franchise agreement with Canby Disposal (Kahut) for its option of 150 tons per year of free disposal of sludge (bio-solids).
7. 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.
8. 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.
9. Ownership of the sludge (bio-solids) transfers to Heard Farms upon pick-up by Heard Farms.

## **BIKE AND PEDESTRIAN COMMITTEE**

Meets last Tuesday of each month at 6:00 PM in the Development Services Conference Room. 5 members, 3 year terms.

Committee Chair: Liz Belz-Templeman

Staff Liaison: Matilda Deas

Council Liaison: Greg Parker

## **BUDGET COMMITTEE**

Meets as needed. City Council plus 6 members at large, 3 year terms.

Staff Liaison: Haley Fish

Committee Chair: Tim Dale

## **CANBY PUBLIC LIBRARY BOARD**

Meets 2nd Tuesday of each month at 6:15 PM in the City Hall Conference Room. 5 members, 4 year terms.

Committee Chair: Roger Reif

Staff Liaison: Melissa Kelly

Council Liaison: Todd Rocha

## **CANBY UTILITY BOARD**

Meets 2<sup>nd</sup> & 4<sup>th</sup> Tuesday of each month at 7:00 PM in the CUB Board Room. 5 members, 3 year terms. (Two term limit)

Committee Chair: Bob Cornelius

Council Liaison: Tim Dale

## **HISTORICAL REVIEW BOARD**

Meets 2-4 Times Per Year

3-5 members, 3 years terms. Majority must live or work within UGB.

Staff liaison: Jamie Stickel

Council Liaison: Greg Parker

## **MUNICIPAL AUDIT AND FINANCIAL OVERSIGHT COMMITTEE**

Meets quarterly

Up to 3 citizen members, Mayor, and up to 2 councilors, 2 years terms. Must be same number of citizens as Mayor and Councilors.

Staff liaison: Haley Fish

Council Liaison: Brian Hodson

Councilors: Dale &

## **PARKS AND RECREATION ADVISORY BOARD**

Meets 3<sup>rd</sup> Tuesday of each month at 7:00 PM in the City Hall Conference Room.  
7 members, 3 year terms.

Committee Chair: Ryan Oliver  
Staff Liaison: Matilda Deas  
Council Liaison: Todd Rocha

## **PLANNING COMMISSION**

Meets 2<sup>nd</sup> and 4<sup>th</sup> Monday of each month at 7:00 PM in the Council Chambers.  
7 members, 3 year terms.

Committee Chair: Tyler Smith  
Staff Liaison: Bryan Brown  
Council Liaison:  

## **TRAFFIC SAFETY COMMISSION**

Meets 1<sup>st</sup> Friday of each month at 8:30 AM in the PW Conference Room.  
7 members, 3 year terms.

Committee Chair: Jack Pendleton  
Staff Liaison: Jerry Nelzen  
Council Liaison: Traci Hensley

## **TRANSIT ADVISORY COMMITTEE**

Meets 3<sup>rd</sup> Thursday of each month at 5:30 PM in the City Hall Conference Room.  
7 members, 3 year terms.

Committee Chair: Donald Smeback  
Staff Liaison: Julie Wehling  
Council Liaison: Tracie Heidt

## **OTHER LIAISONS:**

Canby Adult Center  
Canby School District  
Main Street Program  
CTV5  
Riverside Neighborhood Association  
NE Canby Neighborhood Association  
SE Canby Neighborhood Association  
SW Canby Neighborhood Association  
Clack Co. Coordinating Committee  
  
Canby Fire District

Councilor Tracie Heidt  
Councilor Tracie Heidt  
Councilor Greg Parker  
Councilor Traci Hensley  
Councilor Traci Hensley  
Councilor    
Councilor Tim Dale  
Councilor    
Mayor Hodson with Councilor Traci  
Hensley as alternate  
Todd Rocha