



AGENDA

CANBY CITY COUNCIL REGULAR MEETING

November 19, 2014

7:30 PM

Council Chambers

155 NW 2nd Avenue

Mayor Brian Hodson

Council President Tim Dale

Councilor Clint Coleman

Councilor Traci Hensley

Councilor Greg Parker

Councilor Ken Rider

Councilor Todd Rocha

WORK SESSION

6:00 PM

City Hall Conference Room

182 N Holly

This Work Session will be attended by the Mayor and City Council to discuss Rural Reserves, Urban Reserves and Canby's Urban Grown Boundary.

CITY COUNCIL REGULAR MEETING

1. CALL TO ORDER

A. Pledge of Allegiance and Moment of Silence

B. Swearing-In of New Police Officer and 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 November 5, 2014 City Council Regular Meeting

7. RESOLUTIONS & ORDINANCES

- A. Res. 1202, Requesting Designation of a Vertical Housing Development Zone Pg. 1
- B. Res. 1203, Authorizing an IGA with the City of Portland for the RegJIN Project Pg. 4
- C. Ord. 1407, Authorizing a Contract with McClure and Sons, Inc. for the Wastewater Treatment Facility Improvements Project; and Declaring an Emergency Pg. 32
- D. Ord. 1408, Authorizing Amendment No. 2 to the Contract with Curran-McLeod, Inc. Consulting Engineers for Engineering Services Regarding 2014 Wastewater Treatment Plant Improvements **(2nd Reading)** Pg. 44
- E. Ord. 1409, Authorizing a Contract with Power Chrysler Jeep Dodge of Newport, Oregon; Safety Vehicle Systems of Salem, Oregon; Dell of America; Motorola Solutions of America; Hot Rod Dreamworks of Canby, Oregon; and Ford Motor Credit Corporation for the Lease/Purchase of Two (2) 2015 Dodge Chargers with Police Equipment Packages for the Canby Police Department; and Declaring an Emergency Pg. 47

8. NEW BUSINESS

- A. Historical Register Nomination for City Hall

9. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

10. CITIZEN INPUT

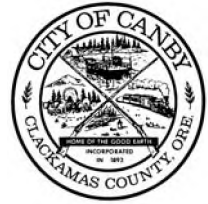
11. ACTION REVIEW

12. EXECUTIVE SESSION: ORS 192.660(2)(h) Litigation

13. 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, MMC, City Recorder at 503.266.0733. A copy of this Agenda can be found on the City's web page at 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.

M E M O R A N D U M



TO: *Honorable Mayor Hodson and City Council*
FROM: *Renate Mengelberg, Economic Development Director*
THROUGH: *Rick Robinson, City Administrator*
DATE: *November 19, 2014*

Issue: Canby Housing Development Zone Resolution

Synopsis:

On October 15th, the Council confirmed their interest in pursuing the creation of a Vertical Housing Zone in Canby. The zone would be in the Downtown Commercial Zone – the only one that allows mixed use development. This 10 year partial property tax abatement incentive would be a meaningful incentive to attract new housing and ground floor retail development to the city's downtown core.

More housing close to downtown helps to create a vibrant retail environment, and provide residents close access to transit, the library, city services, retail shops, restaurants and more. This is an objective in the Downtown Plan and the Canby Community Vision adopted last year.

The Oregon Vertical Housing Program provides an up to 80% property tax reduction for upper story housing development for 10 years. Additional abatements are offered for low and moderate income housing units. All taxing districts including the city would receive 100% of the property taxes due on ground retail development, but for ten years the taxing jurisdictions would not receive property taxes on the upper residential floors. Beginning in Year 11, the entire project would generate tax revenue.

The application for the program must include a resolution approved by City Council – see attached. Staff has all other remaining items needed for a complete application. All affected taxing districts were notified twice. They have the option to opt out of the program if they wish and can provide their input until December 15th. All that staff has met with have been supportive to date. The State of Oregon should be able to approve or deny the application by early January, if not sooner.

Recommendation: Approve and direct the mayor to sign the resolution attached. Direct staff to submit a complete application for a Vertical Housing Development Zone in Canby.

Motion: “I move that the Council adopt Resolution 1202, A Resolution Requesting Designation of a Vertical Housing Development Zone.”

Attachments: Proposed Resolution 1202

RESOLUTION NO. 1202

**A RESOLUTION REQUESTING DESIGNATION OF A
VERTICAL HOUSING DEVELOPMENT ZONE**

WHEREAS, the Canby City Council values include livability, the importance of maintaining a small town feel while continuing to address economic development, and housing; and

WHEREAS, the City Council's Growth and Economic Development Goals encourage the city to 1) Build on strategies to improve business development in downtown and other business areas; and 2) Plan for future housing needs and developments; and

WHEREAS, the City of Canby Community Vision identified integrating mixed use office and/or residential over retail within its Downtown Zone; encouraging higher density residential development in the downtown core, encouraging high quality development through flexibility and inducements, proactive outreach to developers, and evaluating incentives to attract them; and

WHEREAS, designating Canby's Downtown Commercial (C-1) Zone as a Vertical Housing Development zone ("VHDZ") will encourage mixed use ground floor retail and upper story residential development using a partial 10 year property tax exemption to qualified projects; and

WHEREAS, encouraging development of residential mixed uses within the downtown area can bring more vitality, demand for downtown retail and services, and long-term community wealth through larger, mixed use buildings that will be fully taxed after the partial abatement period ends.

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

- The City of Canby hereby requests that Downtown Commercial Zone of Canby be designated a Vertical Housing Development Zone; and
- The Council directs staff to file application for the zone with the State of Oregon.

This Resolution shall take effect November 19, 2014

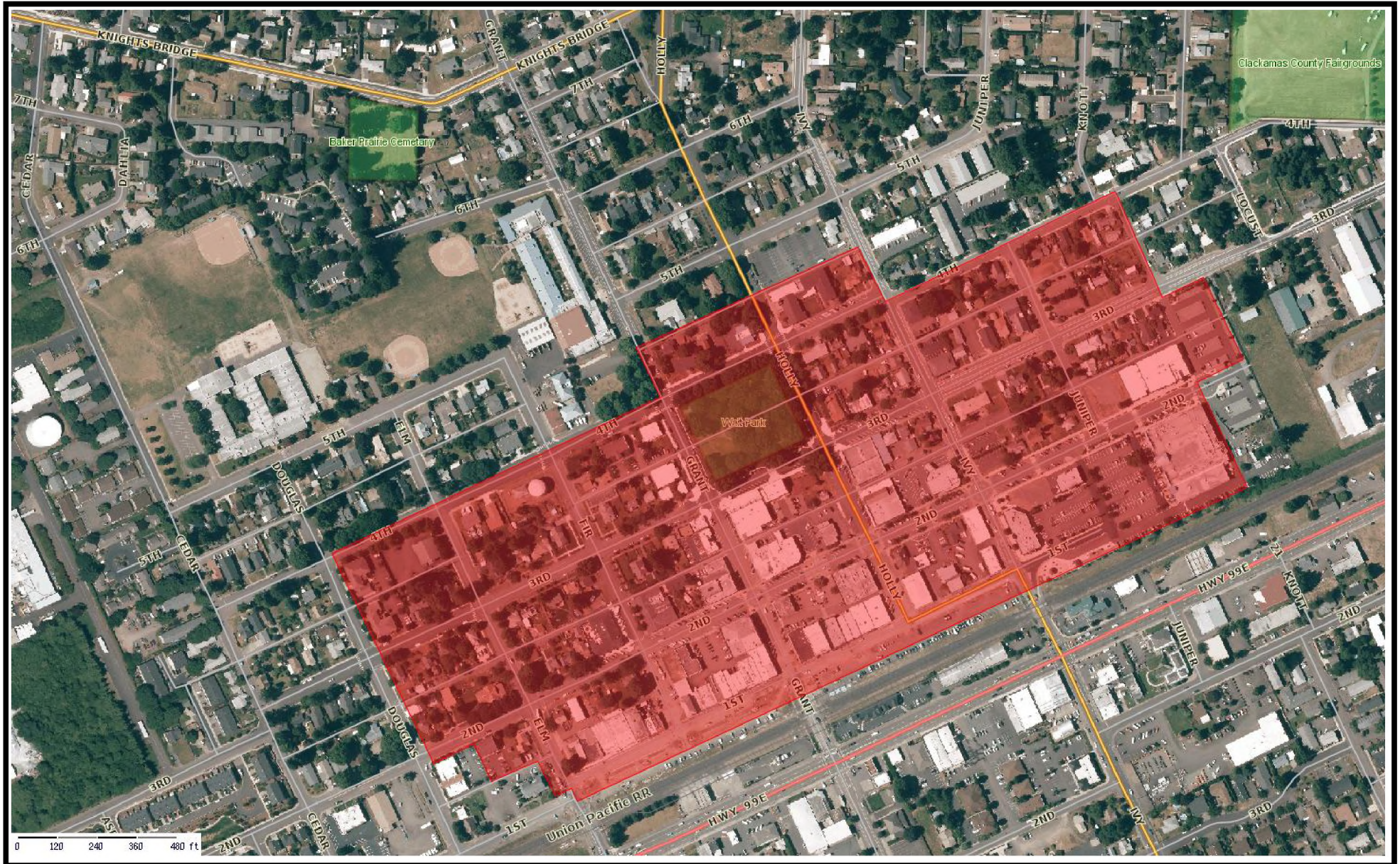
ADOPTED BY THE CANBY CITY COUNCIL at a regular meeting thereof on this 19th Day of November, 2014.

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

Canby Vertical Housing Zone



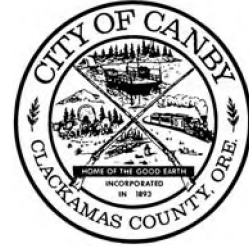
City of Canby Oregon Web Maps v. 2.0

Disclaimer: This map was produced using City of Canby and Clackamas County GIS data. The GIS data is maintained by the County to support its governmental activities. This map should not be used for survey or engineering purposes. The City is not responsible for map errors, omissions, misuse or misinterpretation.

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Printed 10/09/2014

M E M O R A N D U M



TO: Honorable Mayor Hodson and City Council
FROM: Chief Bret Smith
THROUGH: Rick Robinson, City Administrator
DATE: November 7, 2014

Issue: RegJIN Participant Intergovernmental Agreement (IGA) between the City of Portland and the City of Canby.

Synopsis: The RegJIN Master IGA was approved by the City Council on March 14, 2014. The Master IGA outlined the purpose of the User Board and defined the RegJIN project and funding. During the presentation the next step was discussed: A Participant IGA, defining terms and conditions governing the access and use of the system by the Canby Police Department.

Recommendation: Staff recommends the City Council approve Resolution #1203 authorizing Chief Bret Smith to sign the RegJIN Participant IGA

Rationale: National and state requirements to police records systems security and national crime/incident reporting systems (NIBRS) have required upgrades or replacements of police department records systems. RegJIN will:

- Modernize data collection and record keeping
- Increase data sharing and collaboration including crime analysis
- Enhance access to information
- Support a high volume of users (currently over 5000)
- Comply with encryption, security and crime reporting requirements

Canby Police Department's current records system is Portland Police Bureau's PPDS database and the department's historical police records are maintained by the Clackamas County Sheriff's Office CLASS system.

Portland and Clackamas County chose to become RegJIN partner agencies because their existing systems were not compliant with Federal and State requirements. The department's alternative option would be to purchase and maintain its own police records system which could be costly. We would also pay for access to Canby's historical police records in the RegJIN system.

In addition, the department desires and will benefit from a regional, secure, modern law enforcement data records system.

Background:

RegJIN is a replacement for the 30 year old failing technology. Once completed, the system will be the largest police database in the nation with 42 participating agencies in 5 counties and 2 states.

Project Phases:

Phase one was the early MRE (Mobile Report Entry). Canby implemented the system and has been using MRE since April of 2014. Phase two is the records database implementation which is scheduled for April of 2015.

Project Cost:

The project itself has been funded by the City of Portland. Ongoing training and system support costs are rolled into the sustainment costs allocated to each user. During the presentation to the Council last March, the estimated sustainment cost was tentatively noted at \$59 per sworn officer per month. (At the start of the project, sustainment costs were set at \$58 to \$61 per sworn officer per month).

Recently the RegJIN User group increased the sustainment cost by \$2 to pay for ongoing agency technical and training support. Sustainment costs were unanimously approved by the User group.

The User Board, made up of representatives from each of the participating agencies, will develop or review changes or adoption of a strategic plan for maintain the viability and efficiency of the system.

Capabilities:

- Database: offenders, narratives, vehicles, victims, citations, addresses, mug shots, associates, gangs, etc.
- Electronic report writing and report approval
- Electronic ticket issuance
- Whole agency case management
- Property and evidence control
- Crime Analysis

Confidentiality:

The RPA (Regional Partner Agency) is subject to the state Public Records Acts and Federal law with regard to any disclosure of information and each RPA owns its own data in the system.

There are no changes in the current policy in regard to the collection, retention, release or use of confidential information. Records data can only be disclosed by the

agency that entered it and do so according to state and federal laws.

We recommend approval of the RegJIN Participant Intergovernmental Agreement as presented.

Motion:

I move to adopt Resolution 1203, a Resolution Authorizing an Amended Intergovernmental Agreement with the City of Portland, Oregon, for the REGJIN Project.

RESOLUTION NO. 1203

A RESOLUTION AUTHORIZING AN AMENDED INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND, OREGON, FOR THE REGJIN PROJECT

WHEREAS, the City of Portland, Oregon has acquired a law enforcement Records Management System to maintain a multi-agency, multi-jurisdictional set of law enforcement applications and associated databases; and

WHEREAS, the primary objective of the region is to develop a shared common database available to cooperatively prevent criminal activity, track resource utilization, facilitate rapid and efficient communications, provide immediate and coordinated assistance among area agencies for day-to-day, tactical, and strategic operations, improve the ability of law enforcement to prevent and solve criminal activity through shared system functionality and cooperative operations, effectively prosecute criminals, and identify short and long term leveraging opportunities for cost effective infrastructure investments to meet regional requirements; and

WHEREAS, the City of Portland, Oregon, is inviting numerous Regional Partner Agencies to enter into an intergovernmental agreement for the user board of the Regional Justice Information System (RegJIN); and

WHEREAS, the City of Canby, Clackamas County, Oregon desires to be a participating Regional Partner Agency for the RegJIN Project; and

WHEREAS, the City of Canby, Clackamas County, Oregon has heretofore participated as a Regional Partner Agency for the RegJIN Project with the passage of Resolution 1183 on March 14, 2014.

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

1. The City of Canby authorizes the Intergovernmental Agreement (“IGA”) with the City of Portland, Oregon, as amended, for participation in the RegJIN Project as described in the form attached hereto as Exhibit A.

This resolution shall take effect on November 19, 2014.

ADOPTED this 19th day of November 2014 by the City of Canby City Council.

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

**RegJIN PARTICIPANT INTERGOVERNMENTAL AGREEMENT
REGIONAL PARTNER AGENCY – FULL ENTRY**

This Intergovernmental Agreement ("Agreement") is made effective on 01-01-15 ("Effective Date") by and between the City of Portland, a municipal corporation of the State of Oregon, and its successors or assigns (hereinafter referred to as "City") and City of Canby (hereinafter referred to as "RPA"), a(n) municipal corporation, by and through their duly authorized representatives. Authority to enter into the Agreement is pursuant to Oregon Revised Statutes ("ORS") 190.003.

This Agreement may refer to the City and RPA individually as a "Party" or jointly as the "Parties."

This Agreement shall be perpetual and remain in effect unless otherwise terminated per the terms of this Agreement.

RPA Contact:

Chief Bret Smith

Canby Police Department

1175 NW 3rd Avenue

Canby, OR 97013

City of Portland Contact:

Captain John Brooks

Portland Police Bureau

1111 SW 2nd Avenue

Portland, OR 97204

TEL: 503-266-1104

TEL: (503) 823 - 0000

E-MAIL: smithb@canbypolice.com

E-MAIL: john.brooks@portlandoregon.gov

RECITALS

WHEREAS, the City has acquired a law enforcement Records Management System ("System") to maintain a multi-agency, multi-jurisdictional set of law enforcement applications and associated databases; and

WHEREAS, the City and the RPA are both signatories to the Intergovernmental Agreement for the User Board of the Regional Justice Information Network (RegJIN); and

WHEREAS, the RPA is an Entry RPA as defined in the Intergovernmental Agreement for the User Board of the RegJIN and herein; and

WHEREAS, the RPA desires to fully use the System; and

WHEREAS, the City and the RPA desire to enter into this Agreement and being fully advised; and

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. DEFINITIONS:

The following is a definition of terms used herein:

- A. "Access" means the authority granted by the City to the RPA's Authorized Users to review or receive information from the System.
- B. "Agreement" means this Participating Intergovernmental Agreement and all the Terms and Conditions, including all the documents referenced in the Order of Precedence.
- C. "Amendment" means a written document required to be signed by both Parties when in any way altering the Terms and Conditions or provisions of the Agreement.
- D. "Authorized Use" means functions and capabilities that a User is assigned and able to perform based on User ID and Password, as established by a System Administrator.
- E. "Authorized System User" means any User that has passed the authentication process of the System and is thereby authorized to Use the System's functions and components based on the permissions established by that User's credentials (User ID and password, fingerprints, etc.).
- F. "City Confidential Information" means any information, in any form or media, including verbal discussions, whether or not marked or identified by the City, which is reasonably described by one or more of the following categories of information: (1) financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act of 2007; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.501(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) Exempt per ORS 192.501 and/or ORS 192.502 (6) attorney/client privileged communications, (7) exempt per federal laws (including but not limited to Copyright, HIPAA) and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems developed for the benefit of the City including without limitation, data and information systems, any software code and related materials licensed or provided to the City by third parties; processes; applications; codes, modifications and enhancements thereto; and any work products produced for the City.
- G. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving party; is already known to the receiving party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Contract or any other agreement between the Parties or of any applicable protective or similar order, in the receiving party's possession without any obligation restricting disclosure; is independently developed by the receiving party without breach of this Contract; or is explicitly approved for release by written authorization of the disclosing party.

- H. "Cost Allocation Formula" means the Plan, adopted by the City based on recommendations by the User Board that apportions capital, operation, maintenance, repair and equipment replacement costs and use of grant funding among the Entry RPAs and Inquiry Only RPAs. The Cost Allocation Formula may be amended as provided for in the User Board Master IGA.
- I. "Criminal History Record Information" means information collected by criminal justice agencies and stored or available through the System on individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, information, or other formal criminal charges and any dispositions arising therefrom, including, but not limited to sentencing, correctional supervision, and release.
- J. "Criminal Justice Information" means information collected by criminal justice agencies that is needed for their legally authorized and required functions. This includes Criminal History Record Information and investigative and intelligence information. It does not include agency personnel or administrative records used for agency operations or management.
- K. "Days" shall mean calendar days, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later, unless otherwise specified by the Agreement.
- L. Defects means one of the five types of Defects listed below and as outlined in Exhibit E, Defect Definitions and Versaterm Responses:
- 1) "Material Defect" means an Error that impairs the Products as described in Critical Defect and for which no fix is available or forthcoming.
 - 2) "Critical Defect" means an Error as defined in the System maintenance and support agreement between the City and the System Contractor and at least 25% of the User base of the Production System are impacted in the same manner as defined in the System maintenance and support agreement for a Critical Defect.
 - 3) "High Defect" means an Error as defined in the System maintenance and support agreement between the City and the System Contractor and at least 25% of the active User base of the Production System and/or Hot Standby System environment are impacted in the same manner as defined in the System maintenance and support agreement for a High Defect.
 - 4) "Medium Defect" means an Error as defined in the System maintenance and support agreement between the City and the System Contractor.
 - 5) "Low Defect" means a Defect as defined in the System maintenance and support agreement between the City and the System Contractor. "Dissemination (Disseminate)" means the transmission of information, whether in writing, or electronically, to anyone outside the RPA that maintains the information, except reports to an authorized repository.
- M. "Documentation" means User manuals, and other written and electronic materials in any form that describe the features or functions of the System, including but not limited to

published specifications, technical manuals, training manuals, and operating instructions.

- N. "Entry RPA" means a law enforcement agency that has signed the User Board IGA and this Participant IGA with the City. Entry RPA, the City and their Authorized Users enter data into the System.
- O. "Equipment" means any hardware, machinery, device, tool, computer, computer components, computer system or other high-technology equipment, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus necessary for the proper execution, installation and acceptable completion of the System.
- P. "Error" means any defect, problem, condition, bug, or other partial or complete inability of the System to operate in accordance with the applicable Specifications and Documentation.
- Q. "Interface" means a point of interaction between System components or the device or code which enables such interaction; applicable to both Equipment and Software.
- R. "Inquiry Only RPA" means a law enforcement agency that has signed a Participant IGA with the City, providing Access to view System data but does not input any agency data into the System.
- S. "Intelligence and Investigative Information" means information compiled in an effort to anticipate, prevent, or monitor possible criminal activity, or compiled in a course of investigation of known or suspected crimes.
- T. "Material Breach" means any breach of this Contract that (a) causes or may cause substantial harm to the non-breaching party; or (b) substantially deprives the non-breaching party of the benefit it reasonably expected under this Contract.
- U. "Mobile Data Computer (MDC)" means commercial grade mobile computers operating in a law enforcement vehicle or otherwise not connected via a local or wide area network that are capable of Accessing System servers via a network connection that is compliant with the Federal Bureau of Investigation's Criminal Justice Information System (CJIS) security policies.
- V. "Operation and Maintenance Cost" shall mean the budgeted amount required for the operation, maintenance, and support of the System which may include, but not be limited to, the direct cost for: license fees, vendor support costs, software and hardware upgrade and/or replacement costs, administrative support of the User Board, maintenance, personnel, direct costs, facilities use and rental costs, and training for the upcoming year.
- W. "Personal Computer (PC)" means commercial grade desk top computers that are capable of accessing System servers via a CJIS compliant connection.
- X. "Person" means an individual of any age, concerning whom Criminal History Record Information is contained in, or accessible through the System.
- Y. "RPA Asset" shall mean hardware, software, equipment, real property and fixtures, owned or leased by the RPA.

- Z. "Specifications" shall mean the specifications contained in the contract between the City and the Contractor for the System governing its implementation and use by the City, Entry RPA, and Inquiry Only RPA.
- AA. "System" is the law enforcement records management system acquired and implemented by the City of Portland for use by the Portland Police Bureau and the RPA.
- BB. "System Administrator" shall mean a specially trained Authorized User that is authorized to perform System administrative functions.
- CC. "System Manager" is the individual with designated named backups appointed by the City of Portland to manage and operate the System on a daily basis.
- DD. "Use" means the City authorized Access given to RPA to assign Users, permission levels, enter data, and receive information from the System.
- EE. "User" shall mean any person employed by or working on behalf of the City or an RPA, the City's and RPA's Bureaus and Divisions, Officers, Directors, and any person or entity authorized by the City and/or RPA to provide it with Services requiring use of the System, and to use the City's or an RPA's resources in whole or in part, in the course of assisting the City or an RPA.
- FF. "User Board" shall mean the advisory body for the System that operates under the Master Intergovernmental Agreement for the User Board of the Regional Justice Information System Network (RegJIN).
- GG. "User Fees" are fees set by the City for RPA Access and use of the System and as agreed to between the City and a RPA in a Participating IGA. User Fees shall be updated annually based on the Cost Allocation Formula and do not require an Amendment.
- HH. "Withdrawal Plan" is a plan outlined in the User Board Master IGA, providing the manner of complete withdrawal of the RPA from this Agreement or for the RPA to change to an Inquiry Only RPA.

2. ORDER OF PRECEDENCE:

In the event there is a conflict between the terms and conditions of one portion of this Agreement with another portion of this Agreement, the conflict will be resolved by designating which portion of the Agreement documents takes precedence over the other for purposes of interpretation, except where a clear statement of precedence other than that set forth in this section is included in the document. In this Agreement the order of precedence shall be:

Exhibit A – User Fees (Fiscal Year 2014-2015)

Exhibit B – Use Policy for LInX Northwest

Exhibit C – System Procedures and Use Policy*

Exhibit D – Equipment and Security Requirements*

Exhibit E – Exhibit E, Defect Definitions and Versaterm Responses

*Exhibits C and D are available on the System's website at:

<http://www.portlandonline.com/regjinrc/index.cfm?&c=51409>. Exhibits C and D will be revised as necessary to conform to updated requirements and procedures.

3. STATEMENT OF PURPOSE:

The purpose of this Agreement is to define the terms and conditions under which the System will be Accessed and Used by the RPA.

4. SYSTEM ACCESS:

The City will contract with the System Contractor and will own all licenses to Access the System. The City will provide the RPA's Users Access to the System.

5. PROVIDED SERVICES:

- A. Enable Access via Equipment, including PCs, MDC, and other hand held devices for Authorized Use of the System by RPA Users.
- B. Provide the capability through the System to generate Oregon National Incident Reporting System (O-NIBRS) data for the RPA and to upload the O-NIBRS data to the State of Oregon in the proper format.
- C. Provide procedures, instructions and other documents to the RPA regarding the methods available and minimum requirements for RPA PCs and MDCs to gain Access to the System.
- D. Provide instructions, documents, and arrange for the necessary training to certify one or more RPA System Administrators to perform limited administrative functions such as adding and removing Users from the System, establishing User IDs and passwords, setting up each User's Authorized Uses, and resetting passwords. RPA System Administrators will be trained as required, but not more than five (5) RPA employees will be trained at any one time.
- E. Support the RPA's System Administrators in the performance of their System related administrative functions.
- F. Provide training materials, training mentors and access to the System's training environment to enable RPA trainers to provide System training and instruction to RPA Users.
- G. Maintain and administer the System according to City of Portland Information Technology policies and procedures including backup and restore, operating system patches, and System version upgrades as required and certified by the System Contractor.
- H. Monitor, audit, and trouble-shoot the upload of appropriate information from the System to the Oregon Law Enforcement Data System (LEDS), NCIC, and other interfaced crime and public safety databases and systems including but not limited to LInX Northwest.
- I. Ensure that audit logs are maintained in the System in accordance with CJIS requirements.
- J. Provide trouble reporting, trouble diagnostics and phone support on a 24-hour, 365 days

per year basis.

- K. Acknowledge trouble report calls within 30 minutes of receipt.
- L. Initiate Critical Defect or High Defect resolution supports within 2 hours or as specified within Exhibit E. Verified System Critical and High Defect Errors will be resolved as specified in the City's System's maintenance and support agreement with the System Contractor and as outlined in Exhibit E.
- M. Initiate Medium Defect and Low Defect Error resolution Monday thru Fridays from 0800-1700, excluding recognized City of Portland Holidays.

6. RPA RESPONSIBILITY:

- A. Compliance with Applicable Law. RPA warrants it has complied and shall comply with all applicable law, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs in connection with the execution, delivery, and performance of this Agreement.
- B. The RPA acknowledges and agrees that RPA employees will only use the System for Authorized Uses. Permission to use the information available in or through the System other than for Authorized Use shall be obtained in writing from the City prior to any such use.
- C. The RPA acknowledges and agrees that RPA employees and subcontractors will only Access the System and information available in or through the System as authorized in this Agreement. Permission to Access the System or information available in or through the System other than as authorized in this Agreement shall be obtained in writing from the City prior to any such Access.
- D. The RPA acknowledges and agrees that the RPA, RPA employees, and RPA subcontractors will not modify through computer programming or other techniques the functions, capabilities, and operations of the System unless written authorization is provided by the System Manager prior to performing such modifications.
- E. The RPA acknowledges and agrees that; pursuant to the directions of the Oregon State Police and Part IV of the National Crime Information Center (NCIC) Computerized Criminal History, Program Concepts and Policy; the City shall establish policy and exercise management control over all operations of the System. The System Procedures and Use Policy is attached as Exhibit C.
- F. RPA Administrators shall be responsible for creating User IDs, passwords, and establishing the Authorized Uses of the System for RPA Users within the constraints of the policies and procedures established by the City for such Users.
- G. RPA is responsible for providing its own Equipment, including PCs, MDCs, printers, and other RPA located devices required by RPA Users of the System.
- H. The RPA acknowledges and agrees that all RPA Equipment such as PCs and MDCs with Access to the System will be configured to meet the System's minimum requirements to gain Access as specified in Exhibit D: Equipment and Security Requirements.

- I. The RPA acknowledges and agrees that all RPA Users shall meet the Personnel Security requirements specified in Exhibit D: Equipment and Security Requirements.
- J. RPA is responsible for maintaining RPA PCs and MDCs according to City established requirements as specified in Exhibit D: Equipment and Security Requirements for the System.
- K. RPA is responsible for installing, configuring and providing network access to devices located in RPA facilities and vehicles including, but not limited to, printers, scanners, and image capture devices.
- L. RPA is responsible for providing secure network Access that 1) meets CJIS security requirements and 2) enables RPA PCs to reach the System's network demarcation points.
- M. RPA is responsible for providing network connectivity that meets CJIS security policies and for providing all network communication devices and Equipment between RPA MDCs and the System.
- N. RPA is responsible for ensuring that all RPA network infrastructure and workstations with Access to the System comply with the most current CJIS security policy including, but not limited to, the physical security of workstations and MDCs that are able to Access the System, access control, identification and authentication, information flow enforcement, and system and information integrity. RPA may contact the City to determine how to obtain the most current version of the CJIS security policy document. The RPA is responsible for curing any problems uncovered as a result of an FBI audit. The City reserves the right to request and receive within a reasonable period, verification of RPA's compliance with CJIS policies.
- O. RPA is responsible for correcting any O-NIBRS data identified by the System or by the State.
- P. RPA is responsible for providing the City with the most current contact information for the RPA's security personnel and any changes thereof within seven (7) days of the change.
- Q. RPA is responsible for ensuring that all RPA Users that are granted Authorized Use of the System comply with the appropriate CJIS security requirements.
- R. RPA is responsible for checking the accuracy of, and generating standard O-NIBRS data for RPA and for the upload of the O-NIBRS information to the State of Oregon through the System.
- S. RPA acknowledges and agrees that data entered into the System by RPA Users shall conform to the standards and procedures established for the System as described in Exhibit C, System Procedures and Use Policy. The City shall notify the RPA in writing if data entered by RPA Users is found to be nonconforming to the established standards and procedures. The RPA shall, at its option, 1) Correct such data using RPA resources as soon as practicable, but not to exceed thirty (30) days, or 2) request assistance by the City and reimburse the City for any costs associated with the City's removing or performing remedial actions on RPA data required to bring the data into conformance with established standards and procedures.

7. LInX NORTHWEST:

- A. The RPA acknowledges and agrees to abide by all use policies set forth for participation in the NCIS Law Enforcement Information Exchange (LInX Northwest) system as stipulated in Exhibit B: Use Policy for LInX Northwest.
- B. The RPA authorizes the City to provide the RPA's public records category data that is contained in the RegJIN RMS to LInX Northwest for Access and authorized Use by LInX Northwest users.

8. CONFIDENTIALITY:

- A. Maintenance of Confidentiality. The City and RPA shall treat as confidential any Confidential information that has been made known or available to them or that an Entry RPA has received, learned, heard or observed; or to which an RPA has had access. The City and RPA shall use Confidential information exclusively for the City or RPA's benefit and in furtherance of this Agreement. Except as may be expressly authorized in writing by the City or RPA, in no event shall the City or RPA publish, use, discuss or cause or permit to be disclosed to any other person such Confidential information. The City and RPA shall (1) limit disclosure of the Confidential information to those directors, officers, employees and agents of the City or RPA who need to know the Confidential information, (2) exercise reasonable care with respect to the Confidential Information, at least to the same degree of care as the City or RPA employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City or RPA who provided the information, upon its request, all materials containing Confidential Information in whatever form, that are in the City or RPA's possession or custody or under its control. The City and RPA are expressly restricted from and shall not use Confidential intellectual property of the City or providing RPA without the City or that RPA's prior written consent.
- B. The RPA acknowledge that each RPA is subject to the Oregon or Washington Public Records Acts, as applicable, and Federal law. Third persons may claim that the Confidential Information may be, by virtue of its possession by the City or a RPA, a public record and subject to disclosure. RPA receiving a public records request agrees, consistent with its state public records law, not to disclose any information that includes a written request for confidentiality and as described above and specifically identifies the information to be treated as Confidential. A RPA's commitments to maintain information confidential under this Agreement are all subject to the constraints of Oregon or Washington Statutes and Federal laws. Within the limits and discretion allowed by those laws, the City and RPA will maintain the confidentiality of information.
- C. The RPA acknowledge and agree that the City and each RPA owns its own data in the System. RMS data can only be disclosed by the agency that entered it. In the event of a public record request for System data which belongs to the City or another RPA, the City or receiving RPA shall inform both the requestor and the appropriate RPA within two business days that it is not the custodian of record for the requested data and identify the RPA that may be able to comply with the public record request.
- D. The RPA acknowledge that unauthorized disclosure of Confidential Information will result in irreparable harm to the City or providing RPA. In the event of a breach or threatened breach of this Agreement, the City or affected RPA may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

9. LIMITS ON DISSEMINATION:

The RPA's Dissemination of Criminal Justice Information available in or through the RegJIN RMS shall follow current Criminal Justice Information policies and procedures and/or other applicable State and/or Federal Laws.

10. INFORMATION CONTROL AND RESPONSIBILITY:

Additions, modifications, and deletions of information stored in the RegJIN RMS shall be restricted to specifically authorized RPA Users and devices. The City will provide the RPA with a list of RPA sworn personnel, Users and devices that are permitted Access to the System on an annual basis. The RPA shall verify the list and report any discrepancies within 60 days. The responsible Party shall update the list of authorized Users and devices in a timely manner.

11. EQUITABLE REMEDIES:

The RPA acknowledges that unauthorized disclosure of City Confidential Information or misuse of a City computer system or network will result in irreparable harm to the City. In the event of a breach or threatened breach of this Contract, the City may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

12. SECURITY:

- A. Physical Security – the RPA shall be responsible for maintaining the physical security of all devices that are authorized to Access the System, as well as any printed output or System Documentation which might permit unauthorized Access to, or use of the System from within the RPA.
- B. On-Line Security – The System contains procedures and tools to ensure that only authorized RPA Users and RPA devices can Access the information available in or through the System. RPA Users will be required to enter System User IDs and passwords before gaining Access to the System. System functions and System data. The RPA is responsible for issuing individual System User IDs and passwords to RPA Users. The RPA acknowledges and agrees that RPA employees will not share System User IDs and passwords.
- C. Personnel Security – Any individuals that are provided Access to the System by the RPA through the issuing of System IDs and passwords shall undergo the following security checks:
 - 1) A personal background investigation equivalent to a background investigation that would enable them to access the RPA's own confidential information.
 - 2) Be fingerprinted and their identification and personal history verified through a check of the System's master name index, Oregon LEDS, the National Crime Information Center, and the FBI's Criminal Identification files.
 - 3) Obtain appropriate certifications from the Oregon State Police for any LEDS and NCIC transactions for which the User is authorized to perform within the System.
- D. The RPA acknowledges and agrees to comply with applicable CJIS Security Policy, including, but not limited to, verifying identification, performing a state of residency and

national fingerprint-based record check within 30 days of assignment for all personnel who have direct access to Criminal Justice Information through RegJIN and for those RPA employees or contractors who have direct responsibility to configure and maintain computer systems and networks with direct access to Criminal Justice Information through RegJIN. If applicable, RPA shall deny or terminate Access and deny issuing or revoke a System User ID and password if, upon investigation, any RPA employee requesting or currently Using a System User ID and password is found to be in violation of current CJIS policy.

- E. The RPA acknowledges and agrees to immediately deactivate the System USER ID and password of any employee or contractor who is no longer an RPA employee, an RPA contractor, or who no longer requires Access to the System.
- F. RPA shall provide immediate notification to the System Manager of any security breach that affects the System or any other City systems. RPA shall provide notification to the System Manager of any incident relating to System integrity such as a computer virus.
- G. Failure to comply with the Security and Access specifications contained in the Agreement and Exhibit D: Equipment and Security Requirements may, at the sole discretion of the City, result in the suspension of the RPA and the RPA Users' Access to the System until such failures are corrected to the City's satisfaction.

13. PROPRIETARY RIGHTS:

All trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights in or related to each Party are and will remain the exclusive property of that Party.

14. PAYMENT:

- A. RPA acknowledges and agrees to pay the City the amount set out in Exhibit A: User Fees, which shall conform to the Entry RPA cost allocations contained in the Cost Allocation Formula in the User Board Master IGA in effect at the time of billing.
- B. Additional RegJIN services and/or System functions that are not routinely provided to other Entry RPAs under this Agreement shall be added via Amendment and billed as a separate line item identified in Exhibit A.
- C. Exhibit A, User Fees, shall be adjusted to conform to changes in the Cost Allocation Formula or in the services and/or System functions provided by the City to the RPA.
- D. The City will invoice the RPA annually in conformance with Exhibit A: User Fees.
- E. The RPA shall submit payment within thirty (30) days of receipt of the invoice from the City.
- F. Failure to pay the City as due will suspend the RPA's Access to the System until fully paid up.
- G. In order to conform to the Cost Allocation Formula in the User Board Master IGA and to enable the invoice preparation per Exhibit A, RPA shall provide the City with the RPA's number of authorized sworn personnel plus any correctional deputies that will Access the System by April 1 of the calendar year before the next fiscal year during which the

invoices apply.

15. CITY AUDITS:

The City, either directly or through a designated representative, may conduct financial and performance audits. City audits shall be conducted in accordance with generally accepted auditing standards. RPA shall provide the City's internal auditor or external auditor, and their designees with a copy of all reports, including any management letters issued as a result of the specified audits.

Access to Records – The City internal auditor or City external auditor, and their designees, shall be given the right, and the necessary access, to review the work papers of RPA audits if the City deems it necessary. Copies of applicable records shall be made available upon request at no cost to the City.

16. DURATION, WITHDRAWAL AND TERMINATION:

- A. This Agreement is perpetual and shall continue from year to year unless otherwise terminated.
- B. This Agreement may be terminated by either Party by the provision of a 90-Day written notice of termination to the other Party. Termination notices must be provided in writing and sent by either certified US mail, return receipt requested, or by personal delivery.
- C. The effective date of termination shall be on January 1 of the year following the year during which the 90-day written notice expired.
- D. Upon the effective date of termination, the RPA may remove its RPA assets from the System including any System data belonging to the RPA. All costs associated with the reasonable removal of the RPA's assets including System data owned by the RPA will be the responsibility of the RPA, unless termination notice is provided by the City in which case the City will either keep the data or the RPA will be responsible for all costs associated with the reasonable removal of the RPA's assets including System data owned by the RPA.
- E. A minimum of 180 days shall be allocated for the System Manager to withdraw an RPA's assets including System data owned by the RPA from the System after the date upon which the termination becomes effective. The RPA may, at its option, continue to Access the System during this period.
- F. In the event of termination, RPA shall pay the City for work performed in accordance with the Agreement prior to the effective date of termination.

17. FORCE MAJEURE:

- A. In the event that either Party is unable to perform any of its obligations under this Agreement (or in the event of loss of Use) due to natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance.

- B. If the period of nonperformance exceeds fifteen (15) Calendar Days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

18. VIOLATIONS OF THE AGREEMENT:

In the event of violation of the provisions of this Agreement, or violation of the security policy by the RPA, RPA employees, and/or RPA contractors, the City shall have the authority to immediately restrict or prohibit Access to the System by RPA Users, RPA PCs, RPA MDCs, and other RPA devices until resolution of the problem to the satisfaction of the City. The RPA shall be notified in writing of such action, given 30 days in which to cure the violation before Access is restricted or prohibited, and there shall be no charge for Access during any time that Access is prohibited.

19: ROLLING ESTOPPEL:

Unless otherwise notified by the RPA, it shall be understood that the City shall have met all its obligations under the Agreement. The City will be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from the RPA within ninety (90) Days of the alleged deficiency and the RPA identifies the specific deficiency in the City's fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected a specific performance requirement of City.

20. DISPUTE RESOLUTION:

The RPA shall cooperate with the City to assure that all claims and controversies which arise under this Agreement and which might affect the quality of such Services will be resolved as expeditiously as possible in accordance with the following resolution procedure:

- A. Any dispute between the City and RPA under this Agreement shall be resolved, if possible by the System Manager or their designee on behalf of the City and Bret Smith or City of Canby designee on behalf of the RPA.
- B. If the System Manager or the System Manager's designee and RPA are unable to resolve any dispute within three (3) Business Days, or such other time as mutually agreed upon, after notice of such dispute is given by either Party to the other, the matter shall be submitted to Bureau of Technology Services Chief Technology Officer on behalf of the City and Information Services Director and Bret Smith or City of Canby designee on behalf of the RPA for resolution, if possible.
- C. If the City's Chief Technology Officer and the RPA's Bret Smith or City of Canby designee RPA's are unable to resolve any dispute within fourteen (14) Calendar Days, or such other time as mutually agreed upon, the dispute shall be escalated to the Chief of Police/Sheriff.
- D. Should any dispute arise between the Parties concerning this Agreement that is not resolved by mutual agreement above within thirty (30) Calendar Days, or such other time as mutually agreed upon, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any Party's commencing binding arbitration or litigation. In such an event, the Parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the

Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.

- E. Should an equitable solution not result from the foregoing, the City and Contractor shall be free to agree to pursue either binding arbitration, litigation, or other remedies allowed under this Agreement.
- F. In the event the Parties elect to use arbitration to settle the dispute, within thirty (30) Days of a notice by either Party to the other requesting arbitration, the affected RPA shall select an arbitrator from a list of three (3) obtained from Arbitration Services of Portland, Inc. (ASP). For the avoidance of doubt, issues related to technology require an arbitrator with a background in computer systems or technology. The arbitrator shall, for purposes of the arbitration proceedings, apply the rules of mandatory arbitration as adopted by the ASP in effect at the time of the arbitration. Within sixty (60) Days of the appointment of the arbitrator, the Parties shall concurrently submit to the arbitrator (supplying a copy to each other) a written statement of their respective legal and factual positions on the dispute. The arbitrator shall determine, after a hearing on the merits and within forty-five (45) Days after receipt of the statements, the determination of the dispute which determination shall be final and binding. Each Party shall bear equally the expense of the arbitrator and all other expenses of conducting the arbitration. Each Party shall bear its own expenses for witnesses, depositions, other costs incurred and attorney's fees.
- G. Unless ordered by the City to suspend Access, the RPA shall proceed with Use without any interruption or delay during the pendency of any of the foregoing dispute resolution. During the pendency of any of the foregoing dispute resolution procedures, the RPA shall continue to make all payments that are not in dispute, in accordance with the provisions of the Agreement.

21. NOTICE:

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving Party hereafter shall specify in writing:

If to the Provider:

RegJIN System Manager
Portland Police Bureau
1111 SW Second Avenue, Room 1156
Portland, Oregon 97204-3232

If to the RPA:

Agency Contact Info
Bret Smith
Chief of Police
Canby Police Department
1175 NW 3rd Avenue
Canby, OR 97013

22. AMENDMENTS:

Except as a section or subsection may otherwise specifically provide, limit, or prohibit, the City and RPA may amend this Agreement at any time only by written Amendment executed by the City and the RPA.

Any changes to the provisions of this Agreement shall be in the form of an Amendment. No provision of this Agreement may be amended unless such Amendment is approved as to form by the City Attorney and executed in writing by authorized representatives of the Parties. If the requirements for Amendment of this Agreement as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.

23. INTERPRETATION:

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement and according to Oregon law. This Agreement shall be construed according to the laws of the State of Oregon without reference to its conflict of law provisions. Any litigation between the City and RPA arising under this Agreement shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

24. INDEMNIFICATION:

To the extent permitted by the Constitutions and laws of Oregon the RPA and the City shall hold each other harmless and indemnify each other for the negligent acts, actions or omissions to act of their respective entity's, commissioners, officers, employees, and agents in the performance of their respective responsibilities and duties under this Agreement. Notwithstanding the foregoing, neither Party shall in any way be liable to hold harmless or indemnify the other Party for any costs or claims arising directly, or indirectly, out of any System related activities in which they are not participating.

25. ASSIGNMENT:

The rights and obligations of each party under this Agreement may not be assigned in whole or in part. Any attempted transfer shall be null and void, of no force or effect. Attempted transfer of this Agreement shall be considered Material Breach of contract.

26. WAIVER:

No waiver or any breach of Agreement shall be held to be a waiver of any other or subsequent breach of this Agreement.

27. REMEDIES:

The remedies provided in this Agreement are cumulative, and may be exercised concurrently or separately. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

28. SURVIVAL:

All obligations relating to confidentiality; indemnification; publicity; representations and

warranties; proprietary rights as stated in this Agreement shall survive the termination or expiration of this Agreement.

29. NO THIRD PARTY BENEFICIARIES:

The Parties expressly agreed that nothing contained in the Agreement shall create any legal right or inure to the benefit of any third party.

This Agreement is entered into for the benefit of the City and RPA. Except as set forth herein, nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

30. SEVERABILITY:

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.

31. INTEGRATION:

This Agreement and the User Board IGA contains the entire Agreement between RPA and the City and supersedes all prior written or oral discussions or agreements.

The City: City of Portland	RPA: City of Canby
By:	By:
Name: Mike Reese	Name: Bret Smith
Title: Chief of Police	Title: Chief of Police
Date:	Date:
By:	By:
Name: Kalei Taylor	Name: Joseph Lindsay
Title: City Attorney for the City of Portland	Title: City Attorney – City of Canby
Date:	Date:

Exhibit A: User Fees
Fiscal Year – July 1, 2015 to June 30, 2016

RPA agrees to pay the City of Portland the following annual User Fees for System Access and Use. RPA shall be billed yearly. Partial year amounts shall be pro-rated. The User Fees conform to the Entry RPA cost allocations contained in the Cost Allocation Formula in the Master User Board IGA in effect at the time of billing.

Sustainment Budget.....	\$ 2,106,188
Total Number of RegJIN Users	2,901
Cost Per User per month.....	\$ 61.00
Total Number of RegJIN Users from Canby Police	25

Annual Cost for RegJIN Access and Use for the Canby Police	\$18,300
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Exhibit B: Use Policy for LInX Northwest

Fiscal Year – July 1, 2014 to June 30, 2015

The Law Enforcement Information Exchange (LInX Northwest) is a law enforcement information sharing partnership involving local, state, and federal law enforcement agencies in the Northwest. LInX has been developed to improve public safety, solve crime, and prevent terrorism. LInX is a partnership built on trust and to maintain that trust the following rules are upheld by all LInX agencies. Violations of this policy may result in sanctions against an individual User or his/her Regional Partner Agency.

1. Each Regional Partner Agency shall contribute information to LInX Northwest, once a connection is made, and agrees to permit the Access, dissemination, and/or Use of such information by every other partner agency in LInX Northwest. The contributing party has the sole responsibility and accountability for ensuring that it is not constrained from permitting this by any laws, regulations, policies, and procedures applicable to the submitting party.
2. A user may only access LInX when he/she has a legitimate, official law enforcement purpose, after receiving LInX training.
3. Information in the system shall not be disseminated outside of an accessing party without first obtaining express permission of each party that contributed the information in question. LInX users who wish to use information in LInX for the preparation of judicial process such as affidavits, warrants, subpoenas, etc... agree to not print and use information from LInX, but to contact the originating agency who will FAX or email a copy of the original report to the requestor for court or other official uses.
4. Printing copies from LInX is highly restricted. Users may only retain printed copies temporarily and shall not place printed copies in an official file or submit them to a court. Printed copies must be destroyed, shredded, or burned promptly. Printed copies may not be made for members of non-participating agencies.
5. Any requests for reports or data in LInX records from anyone other than a party to this Exhibit will be directed to the contributing party. Participating agencies in LInX agree to not disclose another agency's reports or information to a third party. Even when an agency receives an official request for disclosure, LInX agencies agree to refer such requests to the originating agency of the report for action.
6. Each Agency retains sole ownership of, sole responsibility for, and exclusive control over the content of the information that it contributes to LInX, and it may, at will, at any time update, correct, or delete the information that it contributes to LInX.
7. Regional Partner Agencies will have access to LInX via a secure Internet connection. RPA are responsible for providing and maintaining their own Internet connectivity to LInX.
8. LInX will maintain an audit capability that will log the date, time, subject, and originating account of all user queries. The LInX Governance Board will maintain these audit logs for at least five years.

Exhibit C: System Procedures and Use Policy:
Fiscal Year – July 1, 2015 to June 30, 2016

This Exhibit is currently under development and will be provided as soon as it is available. This document is a place holder for the exhibit.

Exhibit D: Equipment and Security Requirements:

Fiscal Year – July 1, 2015 to June 30, 2016

Workstation Type	Application	Manufacturer	Specifications
Versadex Desktop	RMS	HP / Dell / IBM or equivalent	<ul style="list-style-type: none"> • Intel or AMD 2 GHz dual core processor • Memory <ul style="list-style-type: none"> ○ 2 GB (minimum) ○ 4 GB (recommended) • 20 GB (available) HDD • NIC <ul style="list-style-type: none"> ○ 10 Mbit minimum ○ 100 Mbit recommended • 1024x768+ resolution display monitor • Microsoft Windows XP, Vista or 7
Versadex Mobile	Field Reporting	Panasonic, Motorola or equivalent	<ul style="list-style-type: none"> • Intel Centrino dual core processor • 2GB RAM • Display Resolution <ul style="list-style-type: none"> ○ 800x600 minimum ○ 1024x768 recommended • 13.3" daylight-readable LCD with (preferable) touchscreen • 20 GB (available) HDD • Microsoft Windows XP, Vista or 7

1. **Access Security** - New, desktop and mobile Equipment with access to the PPDS System must adhere to the following requirements:
 - 1.1. Both desktop and mobile Equipment shall employ virus protection software
 - 1.1.1. Use of Anti-Virus and Anti-Spyware software to scan, detect, and eliminate viruses on workstations and laptops
 - 1.1.2. Anti-Virus and Anti-Spyware software must be kept up to date with current virus definitions, run at start-up, and employ resident scanning
 - 1.2. Both desktop and mobile Equipment shall apply current operating system service packs and patches; Auto-update is recommended.
 - 1.3. All desktop and mobile Equipment shall be protected by a current firewall.
 - 1.4. All mobile Equipment shall employ encryption technology for wireless transmissions from origin to termination. Encryption shall comply with Federal Information Processing Standards (FIPS) publications and guidelines for encryption.
 - 1.5. All mobile Equipment shall employ virtual private network for those transmissions that traverse between wireless local area network and department trusted network segments and shall have a static private IP address.

- 1.6. All Users shall employ an auto-lock on their workstation or laptop that meets CJIS requirements.
- 1.7. The secured facility and all desktop and mobile Equipment shall employ at least one Advanced User Authentication method to secure access to data. This could include, but is not limited to, Biometrics, Smart Cards, or Electronic Token devices.
2. **Personnel Security** – Prior to gaining Access to the System’s criminal history record information, a person shall:
 - 2.1. Be fingerprinted and a background investigation conducted by the User’s RPA.
 - 2.2. That investigation shall include, but not be limited to, verification of information provided by the person and to public record information, including a check of the System’s master name file, Oregon LEDS or Washington ACCESS (depending on the state in which the RPA resides) and the National Crime Information Center files, and FBI Criminal Identification files.

Exhibit E - Defect Definitions and Versaterm Responses

Severity Level	Defect Definition	Versaterm Maintenance Response
Critical Defect	<ul style="list-style-type: none"> • Impacts at least 25% of the User base of the Production System. • Severely affects City and/or Partner agency operations (e.g., critical business processes are disabled). Alternatively, severely impacts business operations due to the accumulated impact on multiple Users. • Includes, but is not limited to, problems that cause continuous or near-continuous interruption of service (e.g., the system “hangs” or “crashes”), the loss of use of one or more major critical features functions or modules (including interfaces), file system corruption, and or data loss. • No stable workaround available. • May require manual mode operation. • Requires the City to telephone the Versaterm support telephone number 	<ul style="list-style-type: none"> • Versaterm shall normally respond within thirty (30) minutes. If Versaterm does not respond within thirty (30) minutes, the City may escalate the issue to the next responder as identified in the 7x24 Emergency Telephone Numbers contained in the Versaterm Customer Service Area web site. • Upon the City's notification to Versaterm of a Critical Defect, Versaterm shall immediately provide expert personnel to resolve the problem via remote access and/or provide On-Site Emergency Support as described in Section 2.4 of this Support Agreement. All attempts shall be made to repair the Problem within 8 hours of City notification. • Versaterm shall maintain such expert support until the Defect is repaired to the satisfaction of the City or it is determined the Defect is caused by a non-Versaterm supplied component or software. • Versaterm and the City will communicate, as necessary, the status of repair.
High Defect	<ul style="list-style-type: none"> • Impacts at least 25% of the active User base of the Production System and/or Hot Standby System environment. • In Production System environment, causes a significant impact on business operations of Users Alternatively, causes a significant impact on business operations due to the accumulated impact on multiple Users. • This includes, but is not limited to Problems that cause intermittent disruption of service, the loss of use of multiple non-major critical features functions, significant performance degradation, the accumulation of enough Problems in a new version to delay Production rollout, or increased risk due to loss of redundancy, etc. • No stable workaround available. • May not require manual mode operation. • Requires the City to telephone the Versaterm support telephone number. 	<ul style="list-style-type: none"> • Versaterm shall normally respond within thirty (30) minutes. If Versaterm does not respond within thirty (30) minutes, the City may escalate the issue to the next responder as identified in the 7x24 Emergency Telephone Numbers contained in the Versaterm Customer Service Area web site. • Upon the City's notification to Versaterm of a Critical Defect, Versaterm shall immediately provide expert personnel to resolve the problem via remote access. • Versaterm shall maintain such expert support until the Defect is repaired to the satisfaction of the City or it is determined the Defect is caused by a non-Versaterm supplied component or software. • Versaterm and the City will communicate, as necessary, the status of repair.

Medium Defect	<ul style="list-style-type: none"> • Impacts Production System and/or Hot Standby System environment • In Production System environment, causes a minor manageable impact on business operations of Users Alternatively, causes a minor limited impact on business operations due to the accumulated impact on multiple Users. • This includes, but is not limited to Problems that cause the loss of use of a single non-major feature, problems where a workaround exists but that measurably slows Users work performance, the existence of known minor problems in a new version scheduled for rollout, etc. • Stable workaround is available and has been successfully implemented. • The City may telephone or email Versaterm the Problem description 	<ul style="list-style-type: none"> • Versaterm shall normally respond within one (1) Business Day. • Versaterm shall provide expert support until the Defect is repaired to the satisfaction of the City or it is determined the Defect is caused by a non-Versaterm supplied component or software. • Versaterm and the City will communicate, as necessary, the status of repair.
Low Defect	<ul style="list-style-type: none"> • Impacts Production System environment • In Production System environment, causes little or no impact on business operations of Users. Alternatively, causes little or no impact on business operations due to the accumulated impact on multiple users. • This includes, but is not limited to problems of a cosmetic nature OR those where a workaround exists that does not have a measurable impact on task performance OR the City requires information or assistance about product capabilities or installation configuration. • The City may telephone or email Versaterm the Problem description 	<ul style="list-style-type: none"> • Versaterm shall normally respond within five (5) Business Days.

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

FROM: Curt J. McLeod, P.E.
CURRAN-McLEOD, INC.

THIS HAS BEEN REVIEWED
BY THE FINANCE DIRECTOR

Haley J. 11/7/14

DATE: November 6, 2014

ISSUE: 2014 WASTEWATER TREATMENT FACILITY IMPROVEMENTS
APPROVAL OF ORDINANCE 1407 FOR CONSTRUCTION

SYNOPSIS: On November 4, 2014, the City of Canby received five bids for improvements to the Canby Wastewater Treatment Facility. This staff report is to request Council approval for award of the contract.

RECOMMENDATION:

That the Council approve Ordinance 1407 authorizing the Mayor and City Administrator to execute a contract with McClure & Sons, Inc. in the amount of \$1,562,622; and declaring an emergency.

RATIONALE: This solicitation was advertized and completed in compliance with ORS 279C as a formal bid process. Of the five bids received, McClure & Sons, Inc. submitted the lowest responsive and responsible bid.

BACKGROUND:

This project is an accumulation of multiple plant improvements throughout the plant site. Many of the tasks are to replace equipment and improvements that were installed in the 1993 plant expansion that have exceeded their design life. This includes replacing the screening equipment, grit removal equipment, replacing the grating, valves, electrical components and pump control system in the headworks, rehabilitating the solids dewatering building, rehabilitating the original lime silo, replacing 27 process valves throughout the site, and replacing the weirs, baffles and cleaning mechanism on the secondary clarifiers.

Plant upgrades and expansion include doubling the capacity of the effluent filtration system, construction of a new secondary byproduct pumping station, constructing a building cover over the existing grit removal channel, and installing new ventilation equipment for odor control in the headworks, solids dewatering building and biosolids storage building.

These work tasks were identified in the 2011 Sewer and Stormwater Rates Analysis and Financial Plan, and in the 2011 analysis and update of the Wastewater System Development Charge.

Attached to this staff report is an Ordinance with a bid tabulation of the five bids received. All bidders were pre-qualified for this project and correctly executed the documents, with the exception of a small math error in the high bid. All five bids were deemed responsive. The low bidder, McClure & Sons, Inc., is registered with the Oregon C CB without any negative entries and was also deemed to be responsible.

Attached are Ordinance 1407 and the proposed contract document for execution. Our recommendation is to accept the bid from McClure & Sons, Inc. and execute a contract for construction in the amount of \$1,562,622.

FISCAL IMPACT:

These work efforts are part of a five year capital improvement program to upgrade the plant to maintain its capacity and efficiency. \$3.26 million are identified for these tasks, with \$1,665,000 budgeted in the first two fiscal years, 2013-14 and 2014-15, to cover this work. An additional \$1.6 million is anticipated to be budgeted over the next three years to complete these tasks.

Funding for the project is available from Improvement and Reimbursement Fees from the Wastewater System Development Charge.

Bids for this first phase of the work are above the current budget by approximately \$65,000. The bid was designed to seek pricing for many tasks, with the anticipation of deleting tasks as required to meet the budget. There are two primary options to proceed with this contract:

1. Work with the low bidder to reduce the contract amount by deleting work tasks and/or value engineering tasks as required. The contract was prepared with the provision to delete bid items as required to meet the budget if necessary. There are allowance items for the lime silo rehabilitation (\$30,000) and the headworks overhead doors' rehabilitations (\$3,000) as well as several succinct bid items that could easily be postponed with minimal impact.

In addition, the engineering feasibility study for biosolids handling and disposal (\$20,000) can be postponed until the next fiscal year. This study is in preparation for work in Fiscal Year 2016-17 and 17-18.

Postponing this study and the allowance items would amount to \$53,000 of the \$64,000 deficiency, and have very minimal impact. Deleted tasks can be included in the work anticipated for the next fiscal year. After award of the contract, a change order will be prepared with a scope reduction to meet the budget.

2. Modify the budget to include sufficient resources to complete the work as bid. If funding is available, the costs of all of these improvements are very reasonable and beneficial to be completed as early as possible. This option would reduce the budget for FY 2015-16 to permit construction of all tasks this year.

The process to proceed with either option requires award of the contract as bid prior to either modifying the work scope by change order or increasing the budget prior to the end of the current fiscal year.

Cc: Mr. Dave Conner, City of Canby

Enclosures: Ordinance 1407
Contract for Construction
Bid Tabulation

ORDINANCE NO. 1407

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH McCLURE & SONS, INC. FOR THE WASTEWATER TREATMENT FACILITY IMPROVEMENTS PROJECT; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore advertised and received bids for the 2014 Wastewater Treatment Facility Improvements Project; and

WHEREAS, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on October 6, 2014; and

WHEREAS, bids were received and opened on November 4th at 2:00 PM in the City Hall Conference Room and the following five bids were read aloud:

McClure & Sons, Inc	\$1,562,622.00
Stettler Supply & Const	\$1,618,975.00
Pacific Excavation, Inc	\$1,623,000.00
Emerick Construction Co.	\$1,665,000.00
2KG Contractors, Inc.	\$1,700,096.00* *w/math correction

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, November 19, 2014, 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 McClure & Sons, Inc.; 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 McClure & Sons, Inc., for the 2014 Wastewater Treatment Facility Improvement Project, for the bid amount of \$1,562,622.00. A copy of a contract with McClure & Sons, Inc., 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, November 19, 2014; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, December 3, 2014, after the hour of 7:30 PM at the Council Chambers located at 155 NW 2nd 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 3rd day of December, 2014, 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 2014 by and between

CITY OF CANBY

(hereinafter called OWNER) and

McCLURE & SONS, 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 2014 Wastewater Facility Improvements

The scope of work consists of

- ♦ Rehabilitation of the existing headworks, including installation of new gratings and catwalk, replacing existing Pista grit removal system, installing two new spiral screens with hoist and trolley, installing a new ventilation system, flow channel modifications and installation of a corrosion resistant coating to the existing wet well, replacing the fixed speed pump controls with new VFD control system, installation of a 22' by 26' open walled metal building over the grit removal equipment, and several miscellaneous headworks building improvements;
- ♦ Miscellaneous 6" plug valve replacements throughout the plant site, 27 in total;
- ♦ Construction of a shallow 48" diameter wet well & pump for secondary clarifier scum; and
- ♦ Construction of a jib crane system for the internal recirculation pumps;
- ♦ Expansion of the effluent disk filter;
- ♦ Rehabilitation of the Biosolids Dewatering Building and ventilation system;
- ♦ Installation of new weirs & baffles on the secondary clarifiers.

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 180 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 30 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 11 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

One Million Five Hundred Sixty Two Thousand Six Hundred Twenty Two

Dollars (\$1,562,622.00) 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 Specifications bearing the following general title:

**City of Canby
2014 Wastewater Treatment Facility Improvements**

- 8.9 Addenda number 1, 2, 3.
- 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 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 _____, 2014.

OWNER:

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

CONTRACTOR:

**McClure & Sons, Inc.
15714 Country Club Drive
Mill Creek, WA 98012**

By: _____

By: _____

Name/Title: _____

Name/Title: _____

Attest:

Address for giving notices:

City of Canby

2014 Wastewater Treatment Facility Improvements

Bid Date: Tuesday, November 4, 2014, 2:00pm

1

2

3

4

5

BID TABULATION

			McClure & Sons	Stettler Supply	Pacific Excavation	Emerick Construction	2KG Contractors
Basic Bid Items:			Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
	Units						
1	Mobilization, Bonding & Insurance	1 LS	\$ 70,000.00	\$ 55,750.00	\$ 94,000.00	\$ 110,000.00	\$ 93,340.00
2	30" Sluice Gate Demolition	1 LS	\$ 3,000.00	\$ 1,300.00	\$ 2,000.00	\$ 7,500.00	\$ 3,005.00
3	WASH Tank Valve & Piping Replacemtn	1 LS	\$ 7,000.00	\$ 11,500.00	\$ 10,000.00	\$ 23,000.00	\$ 12,694.00
4	Slude Storage Tank Valve & Piping Replacement	1 LS	\$ 15,000.00	\$ 39,550.00	\$ 59,000.00	\$ 79,500.00	\$ 37,027.00
5	Pond Transfer Pump Station Valve & Piping Replacement	1 LS	\$ 18,000.00	\$ 17,045.00	\$ 23,000.00	\$ 24,500.00	\$ 29,570.00
6	Secondary Scum Pumping Station	1 LS	\$ 24,000.00	\$ 42,140.00	\$ 23,000.00	\$ 64,200.00	\$ 44,687.00
7	Internal Recirculation Pump Improvements	1 LS	\$ 50,000.00	\$ 30,050.00	\$ 38,000.00	\$ 35,000.00	\$ 45,948.00
8	HEADWORKS IMPROVEMENTS						
8.1	Headworks Site Improvements	1 LS	\$ 32,000.00	\$ 23,040.00	\$ 13,000.00	\$ 31,600.00	\$ 61,000.00
8.2	Headworks Rehabilitation	1 LS	\$ 599,622.00	\$ 826,405.00	\$ 724,000.00	\$ 604,990.00	\$ 740,262.00
8.3	Headworks Shelter Metal Building	1 LS	\$ 25,000.00	\$ 20,375.00	\$ 38,000.00	\$ 33,700.00	\$ 45,914.00
9	Effluent Filtration System Expansion	1 LS	\$ 345,000.00	\$ 269,670.00	\$ 266,000.00	\$ 345,000.00	\$ 302,686.00
10	Solids Handling Building Rehabilitation	1 LS	\$ 40,000.00	\$ 17,930.00	\$ 21,000.00	\$ 26,000.00	\$ 24,885.00
11	Lime Silo Rehabilitation	Allowance	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
12	BIOSOLIDS DEWATERING BUILDING IMPROVEMENTS						
12.1	Biosolids Dewatering Building Rehabilitation	1 LS	\$ 10,000.00	\$ 29,450.00	\$ 55,000.00	\$ 17,460.00	\$ 40,088.00
12.2	Biosolids Dewatering Building Ventilation Improvements	1 LS	\$ 185,000.00	\$ 132,550.00	\$ 145,000.00	\$ 159,400.00	\$ 127,060.00
13	SECONDARY CLARIFIER REHABILITATION						
13.1	Secondary Clarifier Weirs & Baffles	1 LS	\$ 49,000.00	\$ 36,965.00	\$ 46,000.00	\$ 25,200.00	\$ 28,960.00
13.2	Secondary Clarifier Launder Cleaning Brushes	1 LS	\$ 50,000.00	\$ 25,255.00	\$ 26,000.00	\$ 37,950.00	\$ 22,970.00
21	SCADA, HMI & PLC Programming	Allowance	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
TOTAL BASIC BID			\$ 1,562,622.00	\$ 1,618,975.00	\$ 1,623,000.00	\$ 1,665,000.00	\$ 1,700,096.00

Red denotes variation from written bid, after calculation

ORDINANCE NO. 1408

AN ORDINANCE AUTHORIZING THE CITY OF CANBY TO EXECUTE AMENDMENT NO. 2 TO THE CONTRACT WITH CURRAN-MCLEOD, INC. CONSULTING ENGINEERS FOR ENGINEERING SERVICES REGARDING 2014 WASTEWATER TREATMENT PLANT IMPROVEMENTS.

WHEREAS, the City of Canby requires improvements to its wastewater treatment plant; and

WHEREAS, in January of 2014 the City adopted Ordinance 1392 authorizing a contract with Curran-McLeod for engineering services regarding 2014 Wastewater Treatment Plant Improvements; and

WHEREAS, at the time of the original contract it was stated that the Construction Engineering costs would be determined at the time of construction and those have now been identified as \$50,000.00.

THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:

Section 1. The City Administrator is hereby authorized on behalf of the City to enter into Amendment No. 2 to the Agreement for Engineering Services with Curran-McLeod, Inc. A copy of Amendment No. 2 is attached hereto as Exhibit "A."

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, November 5, 2014, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on Wednesday, November 19, 2014, commencing at the hour of 7:30 PM in the Council Chambers located at 155 NW 2nd 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 November 19, 2014 by the following vote:

YEAS _____ NAYS _____

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

2nd Reading

**CITY OF CANBY
2014 WASTEWATER TREATMENT PLANT IMPROVEMENTS**

**AMENDMENT NO. 2
TO THE AGREEMENT FOR ENGINEERING SERVICES**

The Engineering Services Agreement, executed November 7, 2013, and amended by Addendum No.1 on September 29, 2014, between the CITY OF CANBY and CURRAN-McLEOD, INC., Consulting Engineers shall be amended as follows:

The ENGINEER will provide the Construction Phase Engineering Services as defined in the Contract under items A.6 through A.20. Section B of the Agreement shall be amended as follows:

SECTION B - COMPENSATION FOR ENGINEERING SERVICES

Amend the following article:

Section B shall be modified to establish the Construction Phase Engineering Services Budget at \$50,000, and shall read:

Construction Engineering:

- Fifty Thousand and No/100 Dollars (\$50,000)

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this AMENDMENT NO. 2 to the AGREEMENT FOR ENGINEERING SERVICES in duplicate on the respective dates indicated below.

**OWNER:
CITY OF CANBY**

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**ENGINEER:
CURRAN-McLEOD, INC.**

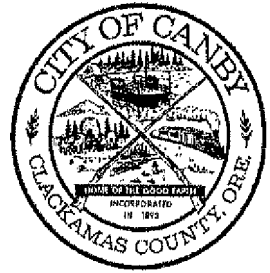
SIGNATURE: 

NAME: CURT MCLEOD

TITLE: Secretary/Treasurer

DATE: OCTOBER 20, 2014

MEMORANDUM



TO: *Honorable Mayor Hodson and City Council*
FROM: *Lt. Jorge Tro*
THROUGH: *Rick Robinson, City Administrator*
DATE: *November 6, 2014*

Issue: Purchase of two 2015 Dodge Charger Police vehicles.

Synopsis: Scheduled replacement of two patrol vehicles.

Recommendation: Staff recommends that the City Council approve Ordinance #1409 allowing the Mayor and City Administrator to execute the appropriate lease/purchase contract with Ford Municipal Finance Program (Bid #80979) to purchase the Dodge Chargers through Power Chrysler Dodge Jeep.

Rationale: The purchase of these vehicles is a continuation of our vehicle replacement plan. Both of these vehicles will be marked patrol units and will replace older police units.

Background: Our Fleet Services Supervisor, Joe Witt, obtained a quote of \$48,904.00 for both vehicles (\$24,452.00 each) from Power Chrysler Dodge Jeep of Newport as listed in the attached ordinance.

The necessary police equipment, computers, radars, cameras, radios and outfitting by Safety Vehicle Systems (SVS) of Salem will be an additional \$49,107.26, for a grand total of \$98,436.26 (including Ford Credit underwriting fee of \$425.00). This total cost will be financed through the Ford Motor Municipal Finance Program over a four-year period (\$26,691.58/Year) and funded from the Police Vehicle Leasing line item as approved in the 2014/2015 adopted budget.

Chief Bret Smith and I recommend the approval of the attached City Ordinance #1409.

Motion: I move to approve Ordinance 1409, Authorizing a Contract with Power Chrysler Jeep Dodge of Newport, Oregon; Safety Vehicle Systems of Salem, Oregon; Dell of America; Motorola Solutions of America; Hot Rod Dreamworks of Canby, Oregon; and Ford Motor Credit Corporation for the Lease/Purchase of Two (2) 2015 Dodge Chargers with Police Equipment Packages for the Canby Police Department; and Declaring an Emergency to come up for second reading on December 3, 2014.

THIS HAS BEEN REVIEWED
BY THE FINANCE DIRECTOR

Haley F.
11/7/14

ORDINANCE NO. 1409

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH POWER CHRYSLER JEEP DODGE OF NEWPORT, OREGON; SAFETY VEHICLE SYSTEMS OF SALEM, OREGON; DELL OF AMERICA; MOTOROLA SOLUTIONS OF AMERICA; HOT ROD DREAMWORKS OF CANBY, OREGON AND FORD MOTOR CREDIT CORPORATION FOR THE LEASE / PURCHASE OF TWO (2) 2015 DODGE CHARGERS WITH POLICE EQUIPMENT PACKAGES FOR THE CANBY POLICE DEPARTMENT; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby wishes to lease/purchase two (2) 2015 Dodge Chargers vehicles with police equipment packages for the Canby Police Department; and

WHEREAS, the cost of the vehicles and equipment will be paid by the Canby Police Department which has budgeted said lease/purchase for the fiscal years 2014-2015 through 2017-2018; and

WHEREAS, in accordance with ORS Chapter 279 and Canby Public Purchasing Rules as set forth in Ordinance No. 1170 and Resolution No. 897, Exhibit A, Section G (18), the City wishes to utilize an existing solicitation from another governmental agency; and

WHEREAS, Power Chrysler Jeep Dodge Newport is the lowest price quote of three sought price quotes regarding this purchase, and Power Chrysler Jeep Dodge is able to provide two (2) 2015 Dodge Chargers in the amount of \$48,904.00; and

WHEREAS, Safety Vehicle Systems of Salem, Oregon, is able to provide two (2) police equipment packages and outfitting in the amount of \$25,397.20; and

WHEREAS, Dell is able to provide two (2) police computer packages in the amount of \$9,209.60; and

WHEREAS, Motorola Solutions is able to provide two (2) police 800 Radio packages in the amount of \$8,926.46; and

WHEREAS, MPH Industries is able to provide two (2) police Radar packages in the amount of \$2,190.00; and

WHEREAS, Hot Rod Dreamworks is able to provide two (2) police Paint Scheme packages in the amount of \$3,384.00; and

WHEREAS, Power Chrysler Jeep Dodge of Newport, Safety Vehicle Systems, Dell, Motorola Solutions, MPH Industries and Hot Rod Dreamworks are able to provide two (2) 2015 Dodge Charger vehicles, outfitted with police equipment packages to the City of Canby's Police Department for the total sum of \$98,436.26, which includes the Ford Credit underwriting fee of \$425.00; and

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

WHEREAS, in order to fund the purchase of these vehicles, the City wishes to enter into a lease/purchase agreement with Ford Motor Credit Company under its Municipal Finance Program (Bid # 80979); now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and City Administrator are hereby authorized and direct to make, execute and declare in the name of the City of Canby and on its behalf, an appropriate contract with Power Chrysler Jeep Dodge of Newport, Oregon, Safety Vehicle Systems of Salem, Oregon, Dell of America, Motorola Solutions of America and Hot Rod Dreamworks of Canby, Oregon, for the total purchase price of \$98,436.26, which includes the Ford Credit underwriting fee of \$425.00.

Section 2. The Mayor and City Administrator are hereby authorized and directed to make, execute and declare in the name of the City of Canby and on its behalf, an appropriate Municipal Lease Purchase Contract (Bid # 80979) with Ford Motor Credit Company to finance the purchase of the vehicles.

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

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on November 19, 2014 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 December 3, 2014, commencing at the hour of 7:30 P.M. in the City Council Chambers located at 155 NW 2nd Avenue, Canby, Oregon

Kimberly Scheafer, MMC
City Recorder

PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on December 3, 2014 by the following vote:

YEAS _____ NAYS _____

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder



FORD CREDIT

Municipal Finance Department
1 American Road, MD 7500
Dearborn, Michigan 48126

November 06, 2014

City of Canby
Attn : Joe Witt
wittj@ci.canby.or.us

RE: **City of Canby, OR, Quote #80979**

Ford Credit Municipal Finance is pleased to present the following financing options for your review and consideration.

Quantity	Description	Price
2	2015 Dodge Chargers - Power Chrysler Dodge Jeep	\$24,452.00
2	Lap Top Computers & Mounts - Dell	\$4,604.80
2	Police 800 Radio - Motorola Solutions	\$4,463.23
2	Police Equipment - SVS / Safety Vehicle Systems	\$12,698.60
2	Police Paint Scheme - Hot Rod Dream Works	\$1,692.00
2	Police Radar Units - MPH Industries	\$1,095.00

Total Amount Financed*	Number of Payments	Payment Timing	APR	Payment Factor	Payment Amount
\$98,436.26	4	Annual in Advance	4.95%	0.271156	\$26,691.58

*\$425.00 underwriting fee included

EXPIRATION DATE: 02/28/2015

This quotation, until credit approved, is not a commitment by Ford Credit Municipal Finance. It has been prepared assuming that the lease qualifies for Federal Income Tax Exempt Status for Ford Credit Company LLC under Section 103 of the IRS Code. Financing is subject to credit review and approval of acceptable documentation by Ford Credit Municipal Finance.

Ford Credit Municipal Finance Program

- There is no security deposit, no prepayment penalty, and no mileage penalty.
- At inception, the new equipment title/registration indicates the municipality as Registered Owner, with Ford Motor Credit Company LLC as first lien holder.
- At term end, the municipality buys the equipment for \$1.

Thank you for allowing Ford Credit Municipal Finance the opportunity to provide this quotation. If you have any questions regarding the option presented, need additional options, or would like to proceed with the approval process, please contact me at (800) 241-4199, option 1.

Sincerely,

Janet Doty

Janet Doty
Marketing Coordinator
jdoty@ford.com



We look forward to assisting you as we have other customers.

"We recently financed two deals, the first was easy, a seamless experience, the second was made EASY due to the diligence of your staff. I appreciate the professionalism your team displayed and how they went over and above the line of duty. You have certainly earned our business". Brian K., Pine Lawn, MO. 02/19/2014

MPH Industries

866-629-9256
Fax 270-685-6288
bcstafford@mphindustries.com

QUOTE

Date	Quote Number
11/05/14	AAAQ14617

Sold To: Canby Police Dept,
Lt Tro
122 N. Holly Street
Canby, OR 97013

Email: troj@canbypolice.com
Phone: (503)266-1104
Fax: (503)266-9316

Ship To: Canby Police Dept,
Lt Tro
122 N. Holly Street
Canby, OR 97013

Phone: (503)266-1104
Fax: (503)266-9316

On Behalf of MPH Industries I am pleased to present the following quotation for your consideration.
MPH is Proud to be an " American Made Product Company "

Tax Not Included if Applicable

		Terms	Rep	P.O. Number
			Cathy	
Qty	Description	Unit Price		Ext. Price
2	Python III K-Band Dual Antenna Radar Package includes: radar, antennas, mounting brackets, cables, operators manual, two certified tuning forks, and a 2 yr limited factory warranty Shipping Is Included Per Oregon WSCA Contract	\$1,095.00		\$2,190.00
0	Python III K FS (Fastest/ Same Lane) Upgrade	\$130.00		\$0.00
0	Python III Ka Band Upgrade Pe3r Radar Unit	\$450.00		\$0.00
		SubTotal		\$2,190.00
		Sales Tax		\$0.00
		Shipping		\$0.00
		Total		\$2,190.00

If we can be of further service to you please do not hesitate to contact me.

Thank You,
Cathy Harrington
MPH / Laser Atlanta Inside Sales Partner
cmharrington@mphindustries.com
Toll Free(866)674-7378 ext 9
Celebrating 27 Years of Service with MPH

Brian Stafford
MPH District Sales Manager
bcstafford@mphindustries.com
Toll Free(866)629-9256

**MOTOROLA SOLUTIONS****Quote Number:** QU0000297038**Effective:** 29 OCT 2014**Effective To:** 28 DEC 2014**Bill-To:**CANBY POLICE DEPT
PO BOX 930
CANBY, OR 97013
United States**Ultimate Destination:**CANBY POLICE DEPT
122 N HOLLY ST
CANBY, OR 97013
United States**Attention:****Name:** Sgt. Tim Sommer
Phone: 503-266-0750**Sales Contact:****Name:** Jami Sanderson
Email: jsanderson@daywireless.com
Phone: 5032289292**Contract Number:** WSCA STANDARD**Freight terms:** FOB Destination**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	2	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	\$5,138.00	\$3,883.75	\$7,767.50
1a	2	W22BA	ADD: PALM MICROPHONE			
1b	2	G806BE	ADD: ASTRO. DIGITAL CAI OPERATION			
1c	2	G442AJ	ADD: O5 CONTROL HEAD			
1d	2	G66AM	ADD: DASH MOUNT			
1e	2	G24AX	ENH: 2 YR SFS LITE			
1f	2	G444AE	ADD: APX CONTROL HEAD SOFTWARE			
1g	2	G335AW	ADD: ANT 1/4 WAVE 762-870 MHZ			
1h	2	B18CR	ADD: AUXILARY SPKR 7.5 WATT			
1i	2	QA01749AB	SW KEY SUPPLEMENTAL DATA			
1j	2	G361AH	ADD: P25 TRUNKING SOFTWARE			
1k	2	G51AU	ENH: SMARTZONE OPERATION APX6500			
1l	2	GA00580AA	ADD: TDMA OPERATION			
2	2	AAM25RKC9AA1AN	CDM750 403-470 25-40W 4CH	\$783.33	\$564.00	\$1,128.00
3	2	HAE4003A	UNITY GAIN ANTENNA UHF 450-470 QUARTERWAVE - ROOF MOUNT	\$21.50	\$15.48	\$30.96

Total Quote in USD**\$8,926.46**

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order

**QUOTATION**

Quote #: 694018759
 Customer #: 14438341
 Contract #: WN25ACA
 Customer Agreement #: 9758 -B27160
 Quote Date: 10/29/2014
 Customer Name: CITY OF CANBY

Date: 10/29/2014

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: LINDSEY NORDLING PHONE: 1800 - 4563355
 Email Address: Lindsey_Nordling@Dell.com Phone Ext: 80000

GROUP: 1 QUANTITY: 2 SYSTEM PRICE: \$3,418.99 GROUP TOTAL: \$6,837.98

Description	Quantity
Latitude 7404 XFR CTO (210-ACPK)	2
8GB (1x8GB) 1600MHz DDR3L Memory (370-AAER)	2
Sealed Internal RGB Backlit English Keyboard (580-ABYR)	2
Intel Integrated HD Graphics 4400 (i3 and i5 processors) / 5000 (i7 processors) (490-BBTS)	2
Intel Wireless 7260 Driver (338-BEKR)	2
256GB Mobility Solid State Drive (400-ADGJ)	2
Windows 7 Professional, Canada MUI, 64bit (includes Windows 8.1 Pro 64bit License and Media) (536-BBBM)	2
US Order (332-1286)	2
6-cell (65Wh) Lithium Ion battery with ExpressCharge (451-BBIU)	2
Gobi 4G LTE Full Mini Card (Dell Wireless DW5808 for Verizon) (556-BBFO)	2
ExpressCard Reader (54 mm) (540-BBFC)	2
Optical Drive Bezel (325-BBHJ)	2
Tray load DVD Drive (Reads and Writes to DVD/CD) (429-AAJV)	2
Intel Dual Band Wireless-AC 7260 802.11 ac/a/b/g/n 2x2 + Bluetooth 4.0 LE Half Mini Card (555-BBRS)	2
Power Cord : US (450-AAEJ)	2
Windows 8.1 DVD OS Recovery(English) (620-AASU)	2
Dell Backup and Recovery Basic (637-AAAS)	2
BTO Standard Shipment (S) (800-BBGT)	2
Safety/Environment and Regulatory Guide (English/French/Dutch) (340-AGIK)	2
Software for Integrated Camera (319-BBBH)	2
Dell Limited Hardware Warranty Plus Service, Initial Year (966-3067)	2
Basic Hardware Service: Mail-in Service, 24x7 Technical Support, Initial Year (966-3068)	2
Dell Limited Hardware Warranty Plus Service, Extended Year(s) (966-3069)	2
Basic Hardware Service: Mail-in Service, 24x7 Technical Support, 4 Year Extended (966-3073)	2
Accidental Damage Service, 5 year (973-9201)	2
Accidental Damage Service (988-7689)	2
Declined Remote Consulting Service (973-2426)	2

Intel vPro Technology Advanced Management Features (631-AAHF)	2
Fingerprint Reader Palmrest (346-BBJD)	2
Setup and Features Information Tech Sheet, Rugged Extrem 14 (English) (340-AIRH)	2
No Option Included (340-ACQQ)	2
Energy Star 6.0 (387-BBFBK)	2
4th Gen Intel Core i7-4650U Processor (1.7 GHz, 4M Cache, Dual Core) (338-BECH)	2
Dedicated SiRFstarV GPS (658-BCDL)	2
No DDPE Encryption Software (954-3465)	2
Heatsink for Integrated Graphics (412-AADG)	2
Shipping Material for Latitude 14 Rugged Extreme (7404) (328-BBKO)	2
Ship : Direct Ship (340-AAFC)	2
No FGA (817-BBBB)	2
PowerDVD Software not included (429-AAGQ)	2
Regulatory Label, Rugged Extreme 14 (389-BENH)	2
Intel Rapid Start Technology (551-BBCJ)	2
Intel Smart Connect Technology (551-BBCK)	2
No Option Included (340-ACQQ)	2
Intel Core i7 vPro Processor Label (338-BCMI)	2
14.0" HD (1366x768) Outdoor-Readable Resistive Touchscreen, Webcam with Privacy Shutter and Mic (391-BBNX)	2
Microsoft Office Trial, MUI, OptiPlex, Precision, Latitude (630-AABP)	2
Dell Client System Update (340-AATY)	2
Dell Power Manager (340-ADFZ)	2
Thank you for buying Dell (421-9982)	2
Dell Data Protection Security Tools Digital Delivery/NB (422-0007)	2
SW,MY-DELL,CRRS (422-0052)	2
Dell Data Protection Protected Workspace (640-BBEU)	2
Not Selected in this Configuration (640-BBHQ)	2
Visit www.dell.com/encryption (640-BBHR)	2
Dell(TM) Digital Delivery Cirrus Client (640-BBLW)	2
System Driver, Dell Rugged Extreme 14 (640-BBNF)	2
Waves Maxx Audio Royalty (658-BBNF)	2
AntiVirus : No Antivirus Software (650-AACW)	2
65W AC Adapter, 3-pin (492-BBEM)	2

SOFTWARE & ACCESSORIES**GROUP TOTAL: \$2,286.64**

Product	Quantity	Unit Price	Total
Havis DS-DELL-405-3 - Docking station - for Dell Latitude D410, D420, D430 (A7661839)	2	\$489.37	\$978.74
90 W Power Supply for Dell Docking Stations (A4373501)	2	\$115.14	\$230.28
4G Black. Combo Antenna for XF (A5481447)	2	\$128.89	\$257.78
Havis PKG-PSM-268 - mounting kit (A7021121)	2	\$409.92	\$819.84

Total Purchase Price:*\$9,209.60**

Management Team Meeting Minutes
November 3, 2014
2:00 PM
City Hall Conference Room

In attendance: Rick Robinson, Amanda Zeiber, Kim Scheafer, Bryan Brown, Haley Fish, Bret Smith, Julie Wehling, Melissa Kelly, Renate Mengelberg, Joseph Lindsay, and Eric Laitinen.

Amanda Zeiber

- City offices will be closed on Veterans Day
- New Associate Planner will start November 12
- New WWTP Operator II will start November 17
- Cemetery Sexton resigned effective December 31

Eric Laitinen

- Pool is open Veterans Day
- A special water exercise class will be held Thanksgiving Day morning

Julie Wehling

- Met with Jerry Turner and a contractor to discuss bus yard. The project should be completed 90-120 days after permits are pulled
- Handed out candy and promotional items on Friday
- Was asked to work on a committee to develop a guide book on Transit Master Planning
- Received audit findings from ODOT
- Met with ODOT regarding bus stop on 99E by railroad tracks

Haley Fish

- Auditors are in the Council Chambers all week
- Supplemental budget will be on the December 3 CC Agenda

Melissa Kelly

- Cookie decorating and Music in the Stacks was held Saturday at the Library
- Children's computers are receiving lots of use
- Family craft afternoon will be held on November 15
- Karl Karlgaard will be doing a presentation on November 18
- Friends of the Library will be doing a Christmas home tour
- A sub-committee of the County Library Directors met with Tech Logic regarding RFID
- Working with County Library Directors on an e-commerce solution

Renate Mengelberg

- Canby Development Opportunity Open House will be held on November 19 from 2-4 PM at the Antonia Ballroom
- Healthcare summit meeting will be held this week
- First Friday is November 7
- Industrial properties meeting this week

Kim Scheafer

- Reviewed Agenda for November 19 CC & November 12 URA Meetings. Deadline for November 19 packet is noon on November 7.
- Deadline for December 3 CC Packet is noon on November 21
- State Archives has tentatively scheduled training on the new City Retention Schedule for November 20. They will be streaming it live from Milwaukie City Hall. Information will be sent out to the Departmental Records Coordinators when it's finalized.
- Cancellation of the December 17 CC Meeting will be on the December 3 Agenda

Bret Smith

- Court offices will be closed from 8 AM – 1 PM November 5 and 12 for training
- Mike Smith was promoted to Sergeant
- Brad Shafer graduated from the Police Academy
- Traffic Safety Commission has been very active
- Working on getting new computers for cards
- Joined Crime Stoppers

Joseph Lindsay

- SR Smith/City property survey is complete
- LUBA Decision on Fred Meyer fuel station was heard last week by the Court of Appeals
- Attended employment law conference Thursday morning
- Participated in mock interviews at the High School

Bryan Brown

- Application was received last week for property at Canby Square where restaurant is being removed
- Big 5 was issued a temporary Certificate of Occupancy last week
- Dinsmore Phase II started grading this week

Rick Robinson

- Doing a ride-along with Police on November 20
- Working on presentation for November 19 CC Work Session

Minutes taken by Kim Scheafer



City of Canby Bi-Monthly Report
Department: Administration
For Months of: September & October 2014

To: The Honorable Mayor Hodson & City Council
From: Kim Scheafer, MMC, City Recorder
Prepared by: Erin Burckhard, Office Specialist II
Through: Rick Robinson, City Administrator
Date: November 7, 2014

1. **Business Licenses** – Fifty-six new business licenses were issued during the months of September & October 2014. This compares to 33 new licenses issued during September & October 2013. Forty-one business licenses were inactivated during the months of September & October 2014. This compares to 29 inactivated during the same period in 2013. One hundred eighty-seven business license renewals were sent out, compared to 216 in 2013. The total number businesses licensed with the City of Canby is 1176, of which 650 have Canby addresses.
2. **Complaints/Inquiries** – No complaints/inquiries were received during the months of September & October 2014. Complaints regarding street and light issues are now being taken directly at Public Works.
3. **Cemetery -**
 - Total property purchases recorded: September = 0 October = 2
 - Total interments recorded: September = 5 October = 5
4. **Public Records Requests** – Five Public Records Requests were processed during September and October.
5. **Training/Meetings**
 - Kim Scheafer attended the OAMR Annual Conference September 17-19.
 - Kim Scheafer & Amanda Zeiber attended an OEC Seminar on October 16.
6. **Special Animal Permits** – One special animal permit was issued during September & October 2014.
7. **Sidewalk/Park Vending Permit** – None.
8. **Liquor Licenses Processed** – None.



City of Canby Bi-Monthly Report
Department: Court
September / October 2014

To: The Honorable Mayor Hodson and City Council
From: Melody Thompson, Administrative Supervisor
Through: Judge Rod Grafe
Date: November 7, 2014

Canby Municipal Court has jurisdiction over all city and state law offenses committed within city limits other than felonies. These include: violations, traffic crimes, misdemeanors and City code violations.

Monthly Statistics

Description	September	October
Charges Filed (Major and Minor Traffic)	344	302
Charges Filed (Misdemeanor)	8	21
Traffic Cases Filed	292	262
Misdemeanor Cases Filed	8	12
DUII Cases Filed	3	2
Traffic Cases Disposed	346	316
Misdemeanor Cases Disposed	10	14
DUII Cases Disposed	1	0
Cases Sentenced	133	112
Cases Dismissed	66	88
Cases Referred to Diversion/Deferred Sentence	41	33
Cases Handled by Violations Bureau	162	147
Seat Belt Class Participants	12	14
Traffic Trials with Officers Subpoenaed	11	13
Court Trials	0	0
Jury Trials	0	1
Attorneys Appointed by Court representing Defendants	33	18
Attorneys Retained by Defendant	1	8

Note: Statistic category terms outlined on page 2

New and Continuing Projects/Goals

The Court is scheduled to go live with a new Court module November 19th and 20th. Conversion preparation has involved purging outdated forms and reports, and testing of mock data in the new system. Val Kraxberger from the City IT department has been instrumental in testing and monitoring information for accuracy.

Court staff plan to coordinate online bill payment implementation sometime in early 2015.

Training/Meetings

- Melinda Hammelman attended the Oregon Association of Court Administrator's Conference.
- Judge Grafe attended the Oregon Municipal Judges Association conference.
- Shari Fromm attended Notary training and received Notary Public certification.
- All court staff attended the City Caselle User meeting to discuss the upcoming Court module upgrade.
- Melody Thompson met with the Court's collection agency regarding reports and procedures.

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

1. Charges Filed vs. Cases Filed: Multiple charges can be filed on any one defendant from a single traffic stop or arrest. Charges filed reflects this number. Cases filed (also called docket numbers) refers to the unique database number give to a single defendant's matter before the Court whether for violations (including traffic) or misdemeanor crimes.
2. Violations Bureau - Court clerks can accept pleas on a traffic violation, offer a deferred sentence program (if qualified) and set a payment plan. For those charged with a crime a court appearance before the judge is mandatory. Fix it ticket activity will be included in this statistic.
3. Diversion/Deferred Sentence Programs - Involves attending a class, paying a court filing fee and with no convictions during the following six months, the case will be dismissed:
 - Good Drivers Program (no prior traffic convictions in the last five years)
 - 1st Offender - Traffic (if under the age of 18)
 - 1st Offender - Minor in Possession of Alcohol citation
 - 1st Offender – Seatbelt citation



M E M O R A N D U M

TO: *Honorable Mayor Hodson and City Council*
FROM: *Renate Mengelberg, Economic Development Director*
THROUGH: *Rick Robertson, City Administrator*
RE: *BI-MONTHLY STAFF REPORT September – October 2014*
ECONOMIC DEVELOPMENT DEPARTMENT

Economic Development Updates

The following projects are funded through Urban Renewal.

Downtown City Property preparation for Sale:

I worked with city staff and John Southgate, a real estate development expert to develop a process to sell or redevelop five city buildings and up to one city block in downtown Canby. These buildings include the Library, Development Services Building, Finance Building, former Police Building and City Hall that will be available when the new Civic Building opens in late 2016. To date, this effort has included getting appraisals, developing marketing flyers and a website, meeting with developers to generate interest, sending out press releases, and sending mailings and e-mails to developers and real estate experts in Oregon. A detailed Request for Expressions of Interest has been created to promote the opportunity and lay out the specifics on the process and information needed from interested buyers. Proposals are due January 9th.

Vertical Housing Zone:

Staff is working to create an enticing incentive to attract more retail and housing to downtown Canby. The downtown area and community have a shortage of both. A vertical housing zone provides a 10 year partial property tax abatement for qualified buildings that offer ground floor retail and up to 4 stories of apartments in the Downtown Commercial Zone. The City Council will consider signing a resolution in support on November 19th as part of an application to the State of Oregon. Staff hopes for approval by early January.

Business Recruitment:

- I led a six person team of Oregon economic developers in a business recruitment effort at the Design 2 Part Show October 29 – 30th at the Portland Expo Center. This trade show featured 130 businesses from the Pacific Northwest that design and make parts for a wide variety of industries. They specialize in engineering, 3-D printing and metals manufacturing. Canby's own Anderson Quality Springs exhibited at the show. The team met with each exhibitor to encourage them to locate or expand in Oregon, make business connections, and develop a better understanding of industry trends and challenges. They also connected with all Oregon companies to see if we could assist and thank them for their contributions to Oregon's economy. The team will follow up on all leads generated at the show.
- I submitted two proposals for sites and buildings in the Canby Pioneer Industrial Park in response to promising leads from Business Oregon.

Industrial Land Study:

The results of a yearlong study on prime industrial sites were unveiled to affected property owners and the city council on November 6th. Clackamas County lead the project with a grant from Metro. Canby had three sites in the Canby Pioneer Industrial Park that received in-depth study and marketing materials that will help attract developers and businesses. One of the sites is owned by the Urban Renewal Agency. All of the sites were found to be very well positioned ready for development. They have infrastructure and transportation access in place and no or very minor slope or environmental challenges. This information will be added to city, county and state websites promoting industrial properties to market the properties.

Health Care Summit:

The City held its fifth industry cluster meeting on November 6th. About 25 health care providers attended including doctors, optometrists, chiropractors, specialists, alternative care providers among others. Major challenges include getting insurance reimbursements for services they provide, lack of specific specialties in Canby to meet the need, especially as long standing practitioners retire, knowing local providers for referrals and challenges with the roll out of the Cover Oregon / Health Care.Gov process. In general business is good. Marketing can be a challenge for sole practitioners. The group is interested in meeting again in the evening in the next few months to have a discussion with state and federal representatives on the changing health care regulations and the impacts on Canby practitioners. Staff will coordinate that event. They also were interested in promoting their industry in Canby Herald / Canby Connection insert and provide good information about health care options in Canby.



MEMORANDUM

TO: *Honorable Mayor Hodson and City Council*
FROM: *Jamie Stickel, Main Street Manager*
THROUGH: *Rick Robinson, City Administrator*

RE: *CITY COUNCIL BI-MONTHLY REPORT*

Main Street Updates

The following projects are funded through Urban Renewal.

Promotion

- **Downtown Canby First Friday** – The September 6th and October 3rd First Friday programs featured nine businesses. During the September event, the Arts and Culture Advisory Council unveiled two sculptures that had been chosen and created for the 1st Avenue plinths. During the September and October First Fridays, businesses continued to market their unique attributes. The First Friday event is being marketed through targeted Facebook advertisements, flyers, and brochures. This approach is bringing more families and children downtown. Below is a table of Facebook statistics. “Page Likes” are the number of people who like the Canby Main Street Facebook page. “Campaign Reach” is the number of unique people who saw ads from this campaign. “Clicks” is the number of people who clicked on an ad that was run.

Facebook Statistics

September	23 Page Likes	9,328 Campaign Reach	91 Clicks
October	112 Page Likes	6,153 Campaign Reach	170 Clicks

- **Kiss Summer Goodbye Party** – The second annual Kiss Summer Goodbye Party was held on Saturday, September 6th from 4-8pm. The event featured 28 vendors, live music by 9th Street Coverup, and dancing from Allegro Dance Studio and the Canby High School Dance Team.



- **Downtown Canby’s Spooktacular Village** – The third annual Canby’s Spooktacular Village was held on Friday, October 31st. Downtown businesses participated in safe trick-or-

treating. The Halloween parade began at 4:30pm, and the Grand Marshall, Mayor Hodson, led children of all ages throughout the downtown. Several downtown businesses participated in the Main Street's contests for window decorating display, costume contest, and best scarecrow.



- **Downtown Draw** – The September Downtown Draw featured the Canby Herald located at 241 N Grant Street. Canby Herald is Canby's weekly local newspaper. The Herald's new publisher reinforced its mission to connect with and support the Canby community. The Downtown Draw article provides insights into the businesses and the people who run them. It is featured on the Canby Main Street website, on facebook, and in the e-newsletter.

Organization

- **Oregon Main Street Conference** – On Wednesday, October 1st through Friday, October 3rd, the annual Oregon Main Street Conference was held in McMinnville, OR. The three day event featured sessions on branding and marketing, window-decorating, creative funding options and more. It also gave ample opportunity to explore another successful downtown and glean ideas and best-practices from other downtown managers.
- **Historic Review Board** – The Historic Review Board successfully completed the Certified Local Government Grant through the State Historic Preservation Office. Through this grant, the city was able to completed Intensive Level Surveys on five buildings, create façade renderings of five additional buildings, and have plaque text created to begin a Heritage Trail. The Intensive Level Survey findings on the city's historic City Hall ignited the group's enthusiasm in researching the steps necessary for a National Register Nomination. The Historic Review Board intends to present at the November 19th City Council meeting.

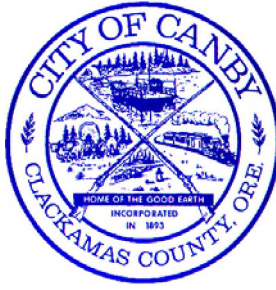
Design

- **Arts & Culture Advisory Council of Canby** – In September, the Arts and Culture Advisory Council (ACAC) oversaw the installation of two sculptures on the 1st Avenue art plinths. The installation occurred on Wednesday, September 3rd with the help of the city's Public Works department. The two artists chosen were Susan Schimelfining and Jesse Swickard. Each artist was tasked to create a sculpture that represented Canby's unique culture. This was the first art installation the ACAC has completed. On Friday, September 5th, the ACAC held a sculpture unveiling that featured the ACAC, the two artists, a speech by the mayor, and cupcakes for all attendees.



In October, the ACAC asked the public to help create a logo for the group. The logo will be featured on social media and to help identify the ACAC group as they continue their good work throughout Canby. The group also began to work on another Call for Artists, as well as created a list of other arts and culture organizations throughout Canby. The group intends to begin meeting with that group and to serve as a neutral partner in the community.

- **Façade Improvement Program** – The Canby Kiwanis Thrift Store met with the Canby Main Street program to discuss the Canby Façade Improvement Program. The Kiwanis Thrift Store is interested in façade improvements that will help them create an identity in the community. The Kiwanis Thrift Store is taking preliminary steps to meet with designers and/or contractors to develop a concept. Once that has been accomplished, they will submit a façade application.



Bi-Monthly Finance Department Report

To: Mayor Brian Hodson & City Council Members
From: Haley Fish, Finance Director
Through: Rick Robinson, City Administrator
Covering: September & October 2014
Compiled by: Suzan Duffy

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

- The **2014-2015 Final Budget document** was produced and is available on the City web page. The proposed budget document will remain posted on the web as it contains additional analysis and formatting that exemplify concepts inherent to a structurally balanced budget which is a key component of financial sustainability that have not been incorporated into the final budget document.
- The focus of activity this period was finalizing fiscal year-end closing entries and drafting the **annual financial statements** for 2013-2014. This included documenting the acquisition and disposition of capital assets, updating debt schedules and compiling updated statistics.
- The annual Schedule of Expenditures of Federal Awards (SEFA) was completed. **Over \$1.1 million in federal grant funds** were spent during the fiscal year, thus requiring a single audit which will be conducted along with final financial audit fieldwork in November.
- Analysis of **Systems Development Charge** (SDC) revenues, related expenditures, and year-end balances was completed and the annual report drafted.

- Now that property tax statements have gone out from the Assessor's office, we are able to confirm that the initial batch of **delinquent sewer fees** sent in July have been included on property owner statements. We are now in the process of revisiting delinquent utility collections processes since we are able to utilize this option.

- Finance staff continue to assist with **coverage at City Hall**. One mutual benefit noted is enhanced coordination of Business License and Transit Tax accounts.

- Review of older **Transit Tax issues** and clearing of related filing is being done as time allows, while current billing and account set-ups are being maintained. It is hoped that larger blocks of dedicated time for outstanding issues will be available over the next few months.

- As part of ongoing **internal controls procedures**, several sites received cash drawer reviews this period. No concerns were noted.

- Finance provided **support to the Transit department** by reviewing and participating in the lease purchase option negotiations for the bus yard now in process of development and also with fare collection and bus pass reconciliation processes in response to recommendations in the ODOT field audit report.

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

- AICPA Government West conference
- Caselle User Group meeting
- Oregon Municipal Finance Officers Association conference
- Affordable Care Act webcast
- City Administrator Welcome breakfast
- Emerging Local Government Leaders conference
- Safety Committee meetings
- Wellness Day and flu shot clinic
- Silverton Health conference
- State of Oregon DAS Procurement workshop

Statistics this period:

- **Accounts Payable**

Invoices:	591
Invoice entries:	936
Encumbrances:	12
Manual checks:	4
Total checks:	394

- **Payroll**

Timesheets processed:	543
Total checks and vouchers:	648
New hires/separations:	3/1

- **Transit Tax Collection**

Forms sent:	826
Delinquent notices sent:	14
Non-filed notices sent:	5
Collection notices sent:	0
Accounts sent to collections:	0
Accounts opened/closed:	37/5
Returns posted:	538

- **Utility Billing**

Bills sent:	9138
Counter payments:	278
Accounts opened and closed:	166
Lien payoffs:	6
Lien payoff inquiries:	18
Collection notices sent:	0
Accounts sent to collections:	0

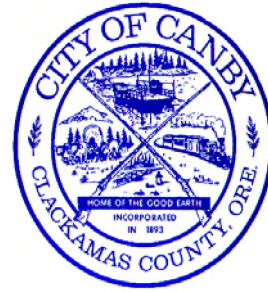
- **General Ledger**

Total Journal entries:	229
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- **Cash Receipts Processed**

Finance:	1008
Utility:	536

CANBY PUBLIC LIBRARY
BI-MONTHLY STAFF REPORT
September – October 2014



TO: Honorable Mayor Hodson and City Council

FROM: Melissa Kelly, Library Director

THROUGH: Rick Robinson, City Administrator

DATE: November 7, 2014

Youth & Family Programming:

The library provides 4 early literacy story times every week: one for toddlers, two for preschoolers, and one for Spanish-speakers. In September & October, the library hosted 34 story times with a total attendance of 456. Youth services staff also provided school tours to 3 classes of 2nd graders from Eccles School and 3 classes of 1st graders from Carus School, totaling 159 students.

October Family Evening featured local celebrity, William Scott Anderson, and his amazing magic act. Besides wowing us with "HOW does he DO that??" card and money tricks, he "cut a child in half with a chainsaw", "guillotined" off a head, and caught a paint ball with his teeth! The event attracted 45 audience members.

On Halloween, the library was a popular destination on the Canby Spooktacular Village circuit; in addition to bags of candy provided by the local VFW outpost, we gave away 305 books, and 220 children participated in our make-it-or-take-it Halloween crafts.

Other special events included Lego Night, a family Origami workshop, and for Hispanic Heritage Month, a corn husk craft event provided by Grupo Condor.

Adult Programming:

In addition to our monthly book groups, the library provides a range of educational and recreational programs for adult interests.

September and October ushered in a number of skill-building programs, including a Disaster Preparedness class taught by the Red Cross. Oregon State Archives staff provided a Digital Archiving workshop focused on digital photo preservation. The library also hosted Workforce Oregon skill assessment interviews.

Other educational programs for adults featured topics ranging from gardening to the science of volcanoes. The library hosted 2 classes in the Master Gardener Series—cold weather gardening & bonsai. Local experts provided slideshow presentations on Volcanoes and Travel in Africa, respectively. The library also hosted a discussion on the state of marriage, “Something Old, Something New,” funded by the Oregon Humanities Conversation Project. These programs brought in a total of 76 people.

In celebration of Hispanic Heritage Month, the library hosted a moving showing of *César Chávez*, attracting 17 adults. Our September Music in the Stacks event also highlighted Hispanic Heritage Month with Latin songstress Jessie Márquez, followed by a presentation by the community organization Bridging Cultures. The Bridging Cultures presentation was attended by 20 and led to an engaged, positive discussion among the audience.

Our October music event, featuring the How Long Jug Band, was enjoyed by an audience of over 40 people.

The library also added 2 new ongoing programs for adults during this period. Intercambio, a weekly Spanish/English conversation group, invites members of the community to practice their language skills in a friendly environment every Sunday afternoon. Hope Village Story Hour is a new weekly outreach program at Hope Village Assisted Living Community, where a dedicated library volunteer reads short stories and poems aloud to interested residents. Both programs are building attendance week-to-week.

Library staff also provided 10 e-reader consultations in September and October. Patrons can call the library to make an appointment for one-on-one assistance setting up their devices and connecting to the library’s e-book platform.

Community Involvement:

The library welcomed 4 new volunteers this period. Volunteers donated over 435 hours in September and October, helping the library by pulling holds, sorting, shelving, processing and mending books, and assisting with library programming and events. An additional 113 hours were donated by Friends of the Library volunteers who provide ongoing management of the Book Garden store.

Other Staff Highlights:

New Employee: In September, Lauren Hershey joined the library staff as our new Library Assistant II. Lauren was most recently a school librarian and building IT tech for a multicultural school in Idaho. Lauren’s depth of experience with cataloging, IT troubleshooting, and teen services are matching up nicely with her job responsibilities in Canby.

New Library Mission Statement: The library adopted a new mission statement, approved by the Library Board:

Canby Public Library serves as a center of community life and discourse, offering opportunities for people to enrich their lives through educational, cultural, and artistic experiences. The library safeguards the future of its community by promoting print and technological literacy, the free expression of ideas, and lifelong learning among its citizens.

Teen Library Card Policy: Upon recommendation from the Library Director, the Library Board approved a new policy for issuing library cards to ages 15-17. The previous policy required a parent to be present for youth under 18 to receive a library card; however, this was causing a barrier to access for many teens. The new policy enables youths 15-17 to receive a limited-use library card without a parent present.

Statistics Reporting: On October 1, library staff submitted our annual statistical report to the Oregon State Library. Over 326,000 items were checked out from Canby Public Library last year, over 10,000 internet sessions were provided on our 6 computers, and nearly 7,000 people attended library programs! Library staff also put technology into place to count building visits and wifi usage going forward.

Radio Frequency Identification (RFID) Meetings: The Clackamas County Library Directors subcommittee responsible for RFID implementation has been meeting more frequently over the past few months. Committee members include Melissa Kelly from Canby, Mo Cole from Oregon City, Pat Duke from Wilsonville, and Greg Williams from County Library Network. We met with representatives from Washington County Cooperative Library Services in early October, to learn about the process WCCLS recently went through to implement RFID in all Washington County libraries. We also met in Canby last week with Tech Logic, one of the top RFID vendors in the marketplace. We are at the information-gathering phase of our process, so we have been meeting with multiple vendors to learn about their products and services. The next step will be hiring a consultant at the county level to analyze LINCC's materials movement and make recommendations for RFID implementation county-wide. Greg Williams estimates that we should have the consultant work completed 6-9 months from now. After working with a consultant, we should finally have enough information to publish an RFP to select an RFID vendor for the county.

Library Foundation work: In September and October, Melissa and Canby Foundation board members visited Oregon City, West Linn, and Wilsonville Foundations in an effort to re-energize the group and develop a strategic approach for future fundraising. The Foundation is also looking for new board members. Over the next few months, we are designing letterhead and developing a new fundraising narrative for the Foundation. Short-term goals include funding special features in the new library, such as interactive play panels for the children's area. The long-term goal of the Foundation is to build an endowment fund for ongoing support of the library.

PLANNING & DEVELOPMENT SERVICES SEPT/OCT 2014 BI-MONTHLY REPORT



TO: *Honorable Mayor Hodson and City Council*
FROM: *Bryan Brown, Planning Director*
DATE: *November 5, 2014*
THROUGH: *Rick Robinson, City Administrator*

The following report provides a summary of the Planning and Development Services activities for the months of September and October, 2014. Please feel free to call departmental staff if you have questions or desire additional information about any of the listed projects or activities. This report includes planning activities, a listing of land use applications and building permit site plan review coordination projects.

Planning Activities

- 1. North Redwood Master Plan.** The IGA with the grant partners was signed and City has received notice to proceed and move ahead with the project. The first Project Management Team meeting is being scheduled in November. We will decide upon a general schedule at that meeting as well as create our committee structure. This project will have a presence on the City's website for the public to track and keep up with what is happening.
- 2. Dog Park.** Dog Park maintenance volunteers have been secured for one-year of maintenance. High School construction class has agreed to install several components. Staff met with City Administrator and Assistant Administrator to discuss best way forward. Administrator is reviewing the information and will get back with instructions on how best to proceed. Discussion about the dog park also occurred within the larger overall park maintenance challenge as the City moves forward.
- 3. Community Development Block Grant Application.** The Community Development Block Grant for NE 10th Avenue is moving forward with a complete submittal due by November 7. It is for NE 10th Avenue generally from Ivy to Pine and is being divided into 3 phases with the City being totally responsible for the first phase of work between Ivy and Locust. The project generally consists of sidewalks with street curb and drainage improvements on both sides of the street and parallel parking where sidewalk easements have been secured.
- 4. NE Canby Master Plan.** The current draft plan is to be revised to gain consensus on a new land use/zoning scheme around a new industrial access route to 99E (Otto Road or a similarly located alternative route). Staff continues to explore all possible viable alternatives to obtaining another route involving fewer willing land owners that avoids the stream, wetlands, and steep grades as it is intended to be a designated truck route, and has adequate separation distance from Sequoia Parkway.
- 5. Buildable Land Analysis.** The Buildable Land Analysis is considered to be about two-thirds complete.
- 6. Quiet Zone.** Drawings were created and submitted to the Federal Railroad

Administration (FRA) and staff is waiting for their response to our proposal for making 1st Avenue a right in and right out at Elm in front of Grand Central Station and doing a half street closure. That was the property owner's suggestion of what he was comfortable with in providing his support for obtaining approval of the quiet zone. If denied we can either do further study or ask the property owner to consider a full closure.

Land Use Application Activity

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

8. Land Use Applications Submitted September 1 – October 31, 2014:

CASE #	APPLICANT	DESCRIPTION	LOCATION
MLP 14-02	Snyder Construction, LLC	Minor Land Partition keeping existing dwelling and creating 1 new lot	103 NE 9 th Avenue
CUP 14-02	Mary & Rob Lane	Conditional Use Permit to allow construction of a detached accessory dwelling in rear yard	1350 N Birch Street
PLP 14-02	Pioneer Pump	Parking/Paving Plan for outdoor paving of pump storage area	310 Sequoia Parkway
LLA 14-03	SR Smith	Park Donation	1017 SW Berg Parkway
MLP 14-03	Ed Netter	Create 3 lots with 2 new single family home sites	672 S Fir St
SUB 14-04	Pine Meadows (aka Beck)	19-lot Subdivision	1732 N Pine St

9. Pre-Construction Conference(s) Held:

- Dinsmore Estates Phase II Subdivision
- Pine Meadows (Beck) Subdivision

10. PC Meeting Items Reviewed:

- Approved a Site and Design Review & Conditional Use Permit for Verizon Wireless to construct a 100' Monopole 12 Antennas (DR 14-02/CUP 14-01).
- Approved a Minor Land Partition to create two lots at 103 NE 9th Avenue (MLP 14-02).
- Approved a Conditional Use Permit to construct a detached accessory dwelling in the rear yard at 1350 N Birch Street (CUP 14-02).

- Written Final Order for Verizon Wireless approved (DR 14-02/CUP 14-01).
- Written Final Order for Minor Land Partition approved (MLP 14-02)
- Written Final Order for Conditional Use Permit approved (CUP 14-02).

11. Save Downtown Canby Appeal of LUBA Decision on Fred Meyer Fuel Facility (LUBA No. 2013-114):

- The Court of Appeals heard oral arguments on Tuesday, October 28, 2014 re: Save Downtown Canby's appeal of LUBA's decision which affirmed the City's decision. We are still waiting to hear their final decision.

12. Site Plans Submitted for Zoning Conformance and Authorization for Release for County Building Permit September 1 through October 31, 2014

SP 14-75	Mildren Design Group/Hawksoft	Tenant Interior Remodel	1230 SE 3rd Ave
SP 14-74	Lindasue & Doug Spencer	Home Addition	925 NW 6th
SP 14-73	Stafford Land Company	Demolition (Pine Meadows)	1732 N Pine St
SP 14-72	Ronald Norris	RV Shelter	407 NW 3rd Avenue
SP 14-71	Elmwood Manufactured Homes	MFG Home (replacement)	1400 S Elm St #27
SP 14-70	Bethany Evangelical Church	Reroof of church	450 S Ivy St
SP 14-69a	Crisp Homes	Attached Single-family home	815 NW 1st Avenue
SP 14-69b	Crisp Homes	Attached Single-family home	813 NW 1st Avenue
SP 14-68	Carl Brelín	Shed	603 SW 13th Ave
SP 14-67	Brooke Toma	Garage Conversion	1500 N Maple
SP 14-66	Terry Lane	Big 5 Stock room shelving	1025 SW 1st Ave
SP 14-65	Jason Smith	Garage & upstairs addition	1080 N Noble Ct
SP 14-64	Tom Kendall/OR Development West	Home addition	1866 SE 13th Ave

13. Miscellaneous Applications Submitted Sept. 1, through October 31, 2014:

EC/ROW 14-01	Joey Elder	In ground support for basketball hoop	359 SE 14th Pl
EC/ROW 14-02	Scott Cates	In Ground Basketball encroachment	1226 SE 17th Ave
SN 14-09	Integrity Sign	MEC	1140 NW 3 rd Ave

14. Active Permit Finals by Clackamas County, September 1 - October 31, 2014

SP 14-23	Jeff Hjorth, Crystal Park Construction	SFR	1297 N Elm St
SP 14-30	LES Inc.	SFR	110 SE 16th Ave
SP 14-01	Doug Rogelstad	Remove Solar Panels, replace dry rot	1116 NW Knights Bridge Rd
SP 14-26	AJ Howard	Home Addition & Remodel	665 N Holly St



City of Canby Bi-Monthly Report
Department: Police
September / October 2014

To: The Honorable Mayor Hodson and City Council
From: Chief Bret Smith
Through: Rick Robinson, City Administrator
Date: November 7, 2014

Monthly Statistics

Description	August	September
Calls for Service	1417	1343
Custodies/Arrests	55	55
All Incident Reports	194	178
Traffic Citations	502	389
Parking Citations	8	11
False Alarm Calls	17	18
Abandoned Vehicle / Parking Complaint Calls	4	6
Animal Complaints	18	11
Other Ordinance Viol. Complaints	7	9
Total Code Enforcement Calls for Service	45	45

Note: Reporting period is 1 month behind bi-monthly period to capture up to date statistics.

Meetings & Events Attended – Chief Smith / Lt. Tro

- Metro Law Enforcement Quarterly Dinner
- Officer Involved Indents from Every Angle – Training
- PPB Commanders Mike Leloff / Bob Day
- 9/11 Memorial Ceremony Canby Fire Station
- Conduct Tour with Medford PD
- PPB Training Complex Tour
- Matt Michel Farewell – Canby Utility
- Canby Adult Center lunch service – Monthly
- OACP (Oregon Association Chiefs of Police) Fall Leadership Conference – DPSST
- PPB Lt. Chris Davis
- Canby PD Sergeant Promotional Exam
- Trost & Knight Elementary Schools - Terrific Kids Presentation
- C800 Meeting / Fire & Law Services (CCOM-Clackamas County Dispatch)
- Monthly Police Chiefs – Milwaukie PD
- Canby Rotary- Lt. Tro
- Big 5 Sporting Goods Grand Opening
- Capt. Dave Rash – Milwaukie PD
- RegJIN Meeting – 5 county law enforcement and corrections agencies

- Canby Diversion Pilot Meeting – Wallflowers Framing Gallery
- RegJIN PAC Meeting (hosted by Canby PD)
- Henry Groepper – Crime Stoppers

MONTHLY TRAFFIC SAFETY REPORT
CANBY POLICE DEPARTMENT

Officer Jeremy Holstad
Report for Month of September 2014

CITATIONS

Traffic Officer:	45	Patrol:	347
Total:	392		

DUII ARRESTS

Traffic Officers:	0	Patrol:	5
Total:	5		

TRAFFIC CRIMES

Traffic Officer:	0	Patrol:	5
Total:	5		

TRAFFIC COMPLAINTS

Traffic Officers	4	Patrol:	2
Total:	6		

TRAFFIC CRASHES

Injury (Patrol): 2
Non-Injury (Patrol): 2
Hit & Run (Traffic Officer): 1
Hit & Run (Patrol): 3
Total Crashes: 8

TRUCK INSPECTIONS

Traffic Officer: 0

Officer Jeremy Holstad
Report for Month of August 2014

Traffic Officer: 54 Patrol: 436
Total: 490

Traffic Officers: 0 Patrol: 3
Total: 3

Traffic Officer: 1 Patrol: 5
Total: 6

Traffic Officers 3 Patrol: 5
Total: 8

Injury (Patrol): 2
Non-Injury (Patrol): 3
Hit & Run (Traffic Officer): 1
Hit & Run (Patrol): 6
Total Crashes: 12

Traffic Officer: 1

Memo

To: Lieutenant Jorge Tro
From: Detective Sergeant Frank Schoenfeld
Date: October 6th, 2014
Re: Monthly Report for September 2014

Training:

9/9-9/11 2014 – OHIA Conference in Bend, OR.

9/17/14 – Department Firearms Training at CRGC.

9/18/14 – Active Shooter Training at Mt. Pleasant School in Oregon City, OR.

Meetings:

9/16/14 – Meet with DA team prosecuting SPANGLER HOMICIDE.

*****See individual monthly reports attached for training and meetings attended by detectives, SRO , and Evidence Technician.*****

September 9-11th, Detectives Ethington, Murphy, Evidence Technician Hemstreet, and I attended the 2014 Oregon Homicide Investigators Association Conference in Bend. CPD was able to acquire four scholarships through the MCT which paid half of the tuition for each attendee to the conference.

This month's firearms training took place at CRGC. The FTU was able to get permission from CRGC to use steel targets on the 100 yard rifle range. This allowed us to conduct some movement and positional shooting that we have not been able to do before due to club rules. One of the board members came to our training to watch and we were told the training was conducted in a safe and professional manner.

During the middle of the month CPD investigators met with DDA Rusty Amos, DDA Bryan Brock, and DDA Jeremy Morrow, the prosecution team for the Spangler homicide. We are still in the process of providing all discovery, but should have that taken care of by the end of October. Some of the follow-up we need to complete, is to

dig up all we can regarding our shooter's mental capacity over the course of his criminal career. The defense is trying to stipulate that our shooter has been diagnosed with a form of mental retardation. We have subpoenaed CYA and other juvenile records as well as attempted to interview folks who know the suspect. Prosecution is still seeking the death penalty with this case.

Towards the end of the month I was asked by the United States Attorney's Office to conduct some further investigation into the undercover purchase of an UZI submachine gun Canby Police did with ATF and the SMGTF back in October of 2011. An AUSA has been assigned the case and it is set for federal grand Jury on October 7th, 2014. I was able to track-down and locate the suspect's girlfriend at the time, in Estacada, OR., where I interviewed her and served her a federal grand jury subpoena.

To: Lt. Tro
From: Sgt. Kitzmiller
Date: 10-01-14
Re: Sept '14 Monthly Report

Tactical Entry Team

On September 4th TET assisted the Gladstone Police Department with the execution of a search warrant in unincorporated Clackamas County. The warrant was for stolen property and was served without incident.

On September 18th Sgt. Schoenfeld and I conducted monthly TET training at a vacant elementary school in Oregon City. We reviewed active shooter response tactics inside and outside the school. The training included the use of UTM paint marking cartridges for deadly force decision making scenarios.

Training

On September 17th Officer Feters, Officer, Smith, Officer Larrison, and I instructed department firearms training. The training focus on long range use of the patrol rifle and included rifle zeroing, position shooting, and a 100 yard tactical course.

(Please see the attached training calendar for additional department training.)

Respectfully,



Sgt. Doug Kitzmiller

SCHEDULED TRAINING

September 2014

TET	Sept 18	TET Training	TBA
Holstad Kitzmiller	Sept 9-11	AR-15/M-16 Armorer Course	Brooks
Fetters	Sept 7-12	CCSO SWAT Week	Prineville
Ethington Murphy Schoenfeld Hemstreet	Sept 9-11	OHIA 2014 Major Crimes Conference	Bend
All Officers	Sept 17	Department Firearms Training	CRGC

October 2014

TET	Oct 23	TET Training	TBA
Green Booth Wasserberger	Oct 3-4	Explosives Device Recognition for First Responders Class	Salem

November 2014

Hemstreet Inness Schoenfeld	Nov 4-5	Property and Evidence Management	Portland
All Officers	Nov 12&19	Department Firearms Training	CRGC
TET	Nov 20	TET Training	TBA

September 2014 Monthly K9 Report

Prepared by Sergeant Tim Warren
Wednesday Oct 6th, 2014

K-9 Activity - September K9 activity was low with one narcotic assist.

MONTHLY SUMMARY:

Officer Warren / Freddy– One deployment, agency assist for West Linn PD. Vehicle search that produced residue of heroin and Marijuana.

Officer Farmer / Deorak – No deployments in September

Concerns / goals

K9 raffle is going well. K9-Deorak completed annual certification. Both K9's performed very well at the Fall seminar.

Training days Sgt. Warren:

09-01-14	Canby	4 hrs
09-08-14	Canby	4 hrs
09-15-14	Happy Valley	4 hrs
09-21/24	Newport	30 hrs
09-27-14	Canby	4 hrs
		197 hrs YTD

Training days Officer Farmer:

09-02-14 4 hours training at Milwaukie site with CCSO.
09-09-14 4 hours training at Roberts field with standards test- passed.
09-15-14 1 hour training with Deorak at home dealing with gunfire issue
09-16-14 4 hours training at CCSO shops.
09-21-14 8 hours in class room k9 training 2 Newport seminar.
09-22-14 3.5 hours field work k9 training 2 seminar Fairgrounds
09-23-14 8 hours k9 training at Newport Air Port sites.
09-30-14 4 hours training at Oregon City Mt Pleasant School.

***25 out of 25 K9 searches resulted in narcotic finds 100% find ratio for this year.
2 searches no alert and no narcotic located.***

Canby Swim Center Report

From: Eric Laitinen, Aquatic Program Manager

Date: September 8, 2014

Re: Bi-monthly Report

The Canby Swim Center just finished out the summer of swimming lessons, public swims and swim team. So far this year, the numbers look great. Today is our first day of the fall schedule with abbreviated morning lessons and the regular schedule evening lessons public swims, lap swimming water exercise and the Canby Gators. The one week closure for maintenance all went as planned and everything looks great at the pool.

The summer programs all went as planned and there was good attendance in everything this summer. The swimming lessons were pretty full right down to the end of August and Penguin Club had great numbers this year with over 60 kids participating. The Penguin Club ends with a swim meet. The meet was held August 6 and we had 55 kids who raced in the meet with the spectator area full of family members that were here to watch them compete.

Attendance and revenue numbers are very good so far this year. We were a little behind in July but made up for it in August. Over the first two months we are up \$1,400 in revenue and up 800 swims on the attendance side. I expect September will be pretty good since we were only closed one week this year.

Maintenance went very well thanks to David Biskar, Nathan Templeman and their work crew. They cleaned and painted everything and did the usual maintenance on the mechanical systems. David also had some new self-closing and latching gates put between the pool and the spectator area. It was done to improve safety for toddlers so it will not be very easy for them to enter the pool area without an adult.

We are up and running with the fall schedule and it seems most of the town knew it. This morning was very busy with lap swimmers, senior swimmers and a well-attended water exercise class. I hope everything else stays as busy for the fall. Now we start to look towards the winter as it comes up on us fast. The winter Schedule will begin November 16th.

FROM : ERIC LAITINEN, AQUATIC PROGRAM MANAGER
SUBJECT: Attendance Numbers for September 2014
DATE: November Report 2014

CANBY SWIM CENTER September	ADMIT 2013	ADMIT 2014	PASS 2013	PASS 2014	TOTAL 2013	TOTAL 2014	YTD TOTAL 13-14	YTD TOTAL 14-15
MORNING LAP	29	32	178	241	207	273	755	1018
ADULT RECREATION SWIM	14	33	228	726	242	759	1253	1850
MORNING WATER EXERCISE	23	69	171	246	194	315	1001	1112
PARENT/ CHILD	58	126	0	0	58	126	478	624
MORNING PUBLIC LESSONS	48	384	0	0	48	384	3309	3727
SCHOOL LESSONS	0	0	0	0	0	0	0	0
NOON LAP	51	94	130	206	181	300	644	825
TRIATHLON CLASS	0	0	0	0	0	0	0	0
AFTERNOON PUBLIC	49	153	7	6	56	159	1650	1710
PENGUIN CLUB	0	0	0	0	0	0	1169	943
CANBY H.S. SWIM TEAM	0	0	0	0	0	0	0	0
CANBY GATORS	0	0	463	800	463	800	1649	1828
MASTER SWIMMING	0	0	0	33	0	33	0	33
EVENING LESSONS	514	987	0	0	514	987	3161	4008
EVENING LAP SWIM	31	49	45	58	76	107	362	472
EVENING PUBLIC SWIM	64	211	7	21	71	232	1345	1885
EVENING WATER EXERCISE	29	62	26	33	55	95	317	272
ADULT LESSONS	0	51	0	0	0	51	0	51
GROUPS AND RENTALS	113	222	0	0	113	222	527	643
OUTREACH SWIMMING	0	0	0	0	0	0	516	526
TOTAL ATTENDANCE	1,023	2,473	1,255	2,370	2,278	4,843	18136	21527

FROM : ERIC LAITINEN, AQUATIC PROGRAM MANAGER
SUBJECT: Attendance Numbers for October 2014
DATE: November Report 2014

CANBY SWIM CENTER October	ADMIT 2013	ADMIT 2014	PASS 2013	PASS 2014	TOTAL 2013	TOTAL 2014	YTD TOTAL 13-14	YTD TOTAL 14-15
MORNING LAP	34	37	333	405	367	442	1122	1460
ADULT RECREATION SWIM	24	22	475	550	499	572	1752	2422
MORNING WATER EXERCISE	57	101	476	427	533	528	1534	1640
PARENT/ CHILD	118	198	0	0	118	198	596	822
MORNING PUBLIC LESSONS	68	111	0	0	68	111	3377	3838
SCHOOL LESSONS	0	1175	0	0	0	1175	0	1175
NOON LAP	93	131	254	315	347	446	991	1271
TRIATHLON CLASS	0	0	0	0	0	0	0	0
AFTERNOON PUBLIC	126	133	2	3	128	136	1778	1846
PENGUIN CLUB	0	0	0	0	0	0	1169	943
CANBY H.S. SWIM TEAM	0	0	0	0	0	0	0	0
CANBY GATORS	0	0	1029	973	1029	973	2678	2801
MASTER SWIMMING	0	0	30	48	30	48	30	81
EVENING LESSONS	997	1273	0	0	997	1273	4158	5281
EVENING LAP SWIM	65	69	65	62	130	131	492	603
EVENING PUBLIC SWIM	240	201	12	39	252	240	1597	2125
EVENING WATER EXERCISE	62	69	48	34	110	103	427	375
ADULT LESSONS	0	53	0	0	0	53	0	104
GROUPS AND RENTALS	307	283	0	0	307	283	834	926
OUTREACH SWIMMING	0	0	0	0	0	0	516	526
TOTAL ATTENDANCE	2,191	3,856	2,724	2,856	4,915	6,712	23051	28239



September and October, 2014
Monthly Reports

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

Fleet Services

Bi-Monthly Report : September / October 2014

Prepared by Joe Witt, Lead Mechanic

September 2014

Department	Work Orders	Labor Cost	Material Cost	Fuel Cost	Total Cost
Administration	3	\$378.75	\$0.99	\$19.73	\$399.47
Adult Center	1	\$341.25	\$20.44	\$678.54	\$1,040.23
Collections	3	\$288.00	\$317.71	\$249.39	\$855.10
Facilities	3	\$401.25	\$660.00	\$121.63	\$1,182.88
Fleet Service	0	\$0.00	\$0.00	\$71.01	\$71.01
Parks	11	\$1,946.25	\$376.91	\$594.09	\$2,917.25
Police	30	\$8,343.75	\$3,826.57	\$6,724.88	\$18,895.20
Streets	21	\$4,639.50	\$1,916.94	\$2,028.10	\$8,584.54
Transit (CAT)	31	\$9,303.05	\$3,696.55	\$7,647.37	\$20,646.97
Wastewater Treatment	3	\$561.75	\$18.35	\$51.81	\$631.91
Total Work Orders Processed for the Month	106	Totals*			\$55,224.56

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

October 2014

Department	Work Orders	Labor Cost	Material Cost	Fuel Cost	Total Cost
Administration	2	\$71.25	\$58.10	\$0.00	\$129.35
Adult Center	0	\$0.00	\$0.00	\$584.80	\$584.80
Collections	4	\$382.50	\$971.49	\$266.19	\$1,620.18
Facilities	1	\$18.75	\$0.00	\$54.35	\$73.10
Fleet Service	0	\$0.00	\$0.00	\$86.95	\$86.95
Parks	9	\$3,731.25	\$6,750.98	\$658.19	\$11,140.42
Police	26	\$8,550.00	\$4,606.54	\$5,516.05	\$18,672.59
Streets	16	\$4,987.50	\$4,043.97	\$2,094.08	\$11,125.55
Transit (CAT)	28	\$9,723.60	\$2,025.30	\$7,132.83	\$18,881.73
Wastewater Treatment	5	\$252.00	\$1,818.11	\$49.94	\$2,120.05
Total Work Orders Processed for the Month	91	Totals*			\$64,434.72

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

Fleet Service Highlights

Fleet Service working with other City Departments kept the City's vehicles and equipment on the road performing their duties.

Parks Maintenance

By Jeff Snyder, Parks Maintenance Lead Worker

September – October 2014

Park Renovations

Wilderness International continues to work on the installation of the second fishing platform for the Community Park pond.

Northwood Estates phase-II boulevard / green space is still under construction. We are approaching the punch list phase of the project.

Park Maintenance

The mowing of turf areas had slowed considerably by the end of October. The spraying of weeds and the aerating and over seeding of stressed turf areas was performed. All the irrigation systems were repaired as needed. Irrigation systems were adjusted to the cooling weather and eventually turned off. The focus of staff started to change from turf maintenance to shrub bed maintenance, tree trimming and storm debris removal. Building maintenance and playground repairs were addressed as found. Leaf removal season is now in full swing. The chipper box was retrofitted to accept and contain the leaf debris from the Billy Goat debris loader. The light pole planter at Triangle Park was eventually repaired after it was ran over. The Parks Department spent 13 hours addressing graffiti and vandalism the last two months.

Regular maintenance was **not** performed at the 37 areas the Parks Department is responsible for, the Adult Center, Arneson Gardens Horticultural Park, Baker Prairie Cemetery, City Hall, Community Park (River), CPIP sign, Disc Golf Park, Eco Park natural area, Faist V property, Holly & Territorial welcome sign property, Hulbert's welcome sign property, Klohe Fountain, Library, South Locust Street Park, Logging Road Trail and Fish Eddy/Log Boom property, Maple Street Park, Nineteenth Loop Natural area, Northwood Estates Park, Police Department landscaping, Simnitt Property, Skate Park, Shop Ground, Swim Center, Legacy Park, Territorial Estates Future CLC Park, Finance Building, Transit Bus Stop, Triangle Park, Vietnam Era Veterans Memorial, Wait Park & Willow Creek Wetlands, 6.1 acre off of Sequoia, Knights Bridge right of way, WWTP property, Berg Parkway right of way and S. Teakwood right of way.

Meetings attended

I attended the Park and Recreation Board meeting.

I met with Gordon Munro from Kennedy/Jenks regarding an informal punch list for Northwood Estates track A and B

Discussions were held with Curt McLeod regarding the irrigation design of Northwood track A and B. I also forwarded track B asset specifications and contact information in September.

For your Information

The Parks Department is responsible for 222 acres of property.

The newly purchased 35 HP Vanguard debris loader is helping the department save time with leaf removal in the parks.

PUBLIC WORKS
September and October 2014
Prepared by: Jerry Nelzen

1. Streets:

During the month of September the Public Works crew completed the punch list for the N Juniper, NE 5th and NE 9th Avenue project. The Northwoods Estates project is near completion and will do a walk through with the project manager in November. Removed landscaping debris from SE 13th Avenue due to tree roots damaging sidewalks. The homeowners will replace the required trees along SE 13th Avenue. Sprayed weeds in the City's right-of-way.

The crew received and located 94 locates for September.

Streets	Total Hours
Street Sweeping	90.5
Street Sweeping Maintenance	16.5
Street Maintenance	335
Sidewalks	4
Street Sign Manufacturing	7
Street Sign Maintenance	10
Street Sign Installation	14
Banners	5
Street Light Repair	16
Tree Removal	93.5

2. Sewer and Storm System:

The crew repaired a broken catch basin at the corner of SE 2nd Avenue and S Knott Street. Removed beaver dam in Willow Creek wetlands. Removed blackberry bushes away from sidewalk next to Willow Creek lift station and planted grass. Inspected and cleaned lift stations around town. Cleaned and inspected drywells around town.

Sewer	Total Hours
Sewer Maintenance/Repair	20
Sewer TV'ing	11
Sewer Laterals	3
Lift Station Maintenance	72
Locating Utilities	97
Sewer Inspections	3
Vactor Usage	8

Storm	
Catch Basin Maintenance	20
Drywell Maintenance	20
Storm Line Maintenance/Cleaning/Repair	12
Vactor Usage	11

3. **Street Sign/Trees/Lights:**

The crew during the month of September repaired/installed 4 signs around town. The crew fixed or repaired 15 street lights. The electronic speed sign moved to N Birch Street north of NW 13th Avenue to check on vehicle count and speed. Removed hazardous trees during and after wind storm.

4. **Miscellaneous:**

Put out barricades for events at Wait Park and private street closures.

Miscellaneous	Total Hours
Meetings	12
Warehouse Maintenance	25
Equipment Cleaning	19
Training/Schools	9
Other	48
NW 1 st Avenue Maintenance	109
NE/NW 2 nd Avenue Maintenance	23
City Parking Lot next Cinema	18
Assistance in Landscaping	17.5

October 2014

1. **Streets:** The Public Works crew worked with the NE 10th Avenue residents to secure sidewalk easements for a street reconstruction project from N Locust to N Pine Streets.. The crew was asked by Urban Renewal to replace banners on 1st and 2nd Avenues, they had to retro-fit the over-sized banners with new extension arms for the poles. Removed all hanging baskets in the downtown area and redirected irrigation located next to the Finance Department for the street planters and misters. Painted curb lines along S Elm Street and SW 13th Avenue, N Ponderosa and NE 14th Avenue and the chicane on Berg Parkway.

The crew received and located 100 locates for October.

Streets	Total Hours
Street Sweeping	137
Street Maintenance	275.5
Street Sign Maintenance	12
Street Sign Installation	7
Banners	28
NW 1 st Avenue Landscape	44.5
NW 2 nd Avenue Landscape	66.5
Cinema Parking Lot Landscape	12
Landscape Assistance	45
Street Light Repair	38
Tree Trimming	8
Tree Removal	113.5
Dump Truck Usage	10
Vactor Truck	4
NE 10 th Avenue Easements	81

2. Sewer and Storm System:

The Public Works Department through contactor Canby Excavating installed a new drywell and catch basins along N Holly Street between 9th Avenue and Knights Bridge Road to relieve minor flooding. Cleaned numerous catch basins around town. Inspected new sewer lateral and cleaned roots out of a sewer lateral and our main line. Vactored Willow Creek lift station down, pulled and fixed two pump motors and restored to normal working capacity.

Sewer	Total Hours
Sewer Cleaning	42.5
Sewer Maintenance/Repair	15
Sewer TV'ing	6.5
Sewer Laterals	3
Lift Station Maintenance	73
Locating Utilities	66
Sewer Inspections	1
Vactor Usage	17.5
Storm	
Catch Basin Maintenance	20.5
Storm Line Maintenance/Repair	7
Drywell Maintenance	83
Vactor Usage	20
Drying Beds	11

3. **Street Sign/Trees/Lights:**

The crew removed trees and limbs out of the streets around Canby during a wind storm on Saturday, October 25. Removed landscaping out of vision clearance for stop signs on N Grant and NW 10th Avenue. During the month of October fixed 21 street lights.

4. **Miscellaneous:**

Crew went and picked up 70 plants for NW 1st Avenue from Nova Terra Nursery for Urban Renewal.

Miscellaneous	Total Hours
Meetings	16.5
Warehouse Maintenance	11
Equipment Cleaning	39
Training/Schools	46
NW 1 st & NW 2 nd Ave	44.5
NE 10 th Avenue Easements	66.5
Cinema Parking Lot Landscape	12
Landscape Assistance	45
NE 10 th Avenue Easements	81
Other	28.5

Tech Services Department
Bi-Monthly Report for September and October, 2014

From: Amanda Zeiber
Prepared By: Bryce Frazell
Date: November 7, 2014

KEY

Sessions (total number of sessions to your site)

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

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

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

Average Session Duration (average session length of all users)

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

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

Google Analytics Summary Report: September and October 2014

<u>Audience Overview</u>	<u>September</u>	<u>October</u>
Sessions (site visits)	7,738	6,994
Users/unique visitors	5,438	4,821
Page Views	19,139	18,688
Pages per Session	2.47	2.67
Average Session Duration	1 min 57 sec	2 min 1 sec
Bounce Rate (% of single-page visits)	51.50%	50.27%
New Sessions/Users	57.75%	55.93%

Site visits are down from August to September, and continue to decrease in October

<u>New Vs. Returning Visitors</u>	<u>September</u>	<u>October</u>
New	57.78%	55.96%
Returning	42.22%	44.04%

<u>Browser & Operating System</u>	<u>Top 5 Browsers Used:</u>	
	Google Chrome (32.59%)	Google Chrome (32.87%)
	Safari (24.85%)	Internet Explorer (25.84%)
	Internet Explorer (24.70%)	Safari (23.46%)
	Firefox (10.51%)	Firefox (10.75%)
	Android Browser (6.13%)	Android Browser (5.88%)

Top 5 Browsers are pretty consistent and only change rankings within the group

<u>Overview (Technology)</u>	<u>September</u>	<u>October</u>
Desktop	59.87%	60.59%
Mobile	32.62%	32.36%
Tablet	7.51%	7.05%

Mobile use was up to 37% in August; starting a downward trend with the beginning of Fall and cooler temps

<u>Mobile Devices (top 3)</u>	<u>September</u>	<u>October</u>
	iPhone	iPhone
	iPad	iPad
	Not Set	Not Set

<u>Landing Pages (formerly Pages Visited): Top 5</u>	<u>September</u>	<u>October</u>
	City Home Page	City Home Page
	CAT Home Page	CAT Home Page
	Job Openings	Job Openings
	Swim Center Home Page	Swim Center Home Page
	CAT Routes	CAT Routes

Top 5 visited pages are keeping pretty consistent with rankings changing occasionally

SEPTEMBER 2014

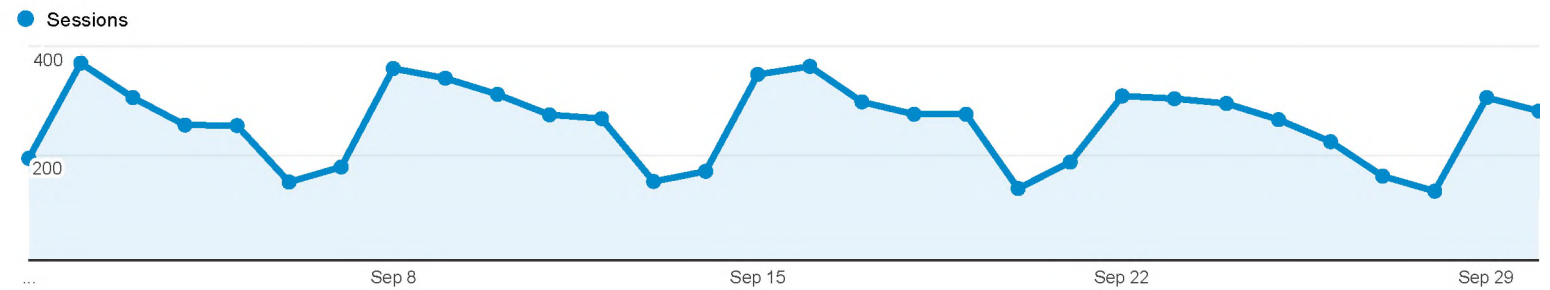
Audience Overview

Sep 1, 2014 - Sep 30, 2014

 All Sessions
100.00%

 + Add Segment

Overview



Sessions

7,738

Users

5,438

Pageviews

19,139

Pages / Session

2.47

Avg. Session Duration

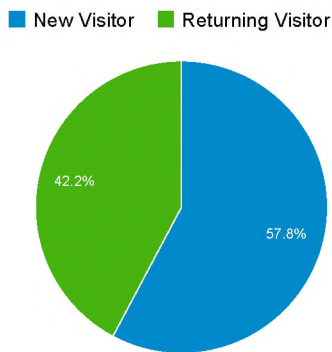
00:01:57

Bounce Rate

51.50%

% New Sessions

57.75%



Language	Sessions	% Sessions
1. en-us	7,495	96.86%
2. en	84	1.09%
3. pt-br	22	0.28%
4. en-gb	18	0.23%
5. es-es	14	0.18%
6. ja-jp	14	0.18%
7. es	12	0.16%
8. es-419	8	0.10%
9. es-mx	6	0.08%
10. es-us	5	0.06%

New vs Returning

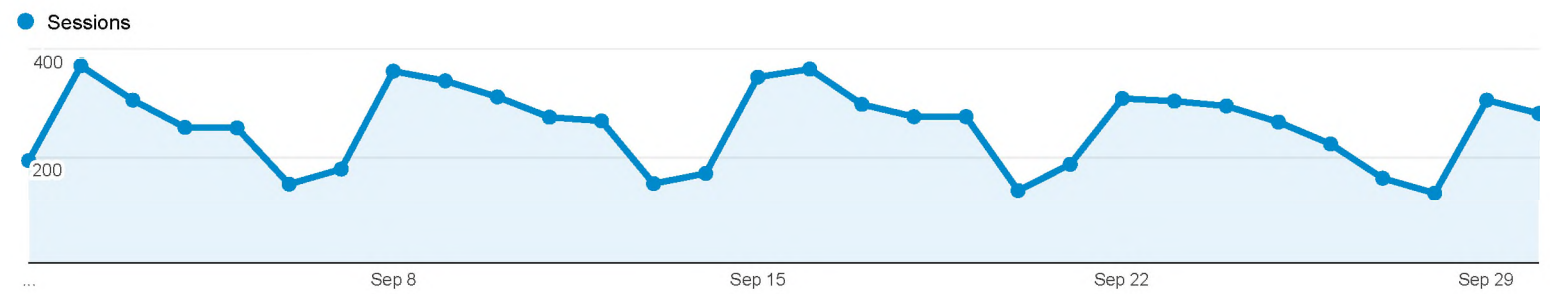
Sep 1, 2014 - Sep 30, 2014

 All Sessions
100.00%

 + Add Segment

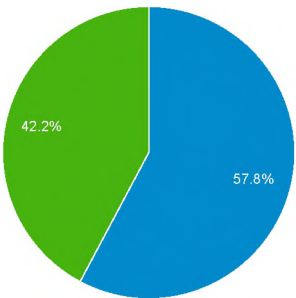
Explorer

Summary



User Type	Sessions	Sessions
	7,738 % of Total: 100.00% (7,738)	7,738 % of Total: 100.00% (7,738)
1. New Visitor	4,471	57.78%
2. Returning Visitor	3,267	42.22%

Contribution to total: Sessions



Rows 1 - 2 of 2

Browser & OS

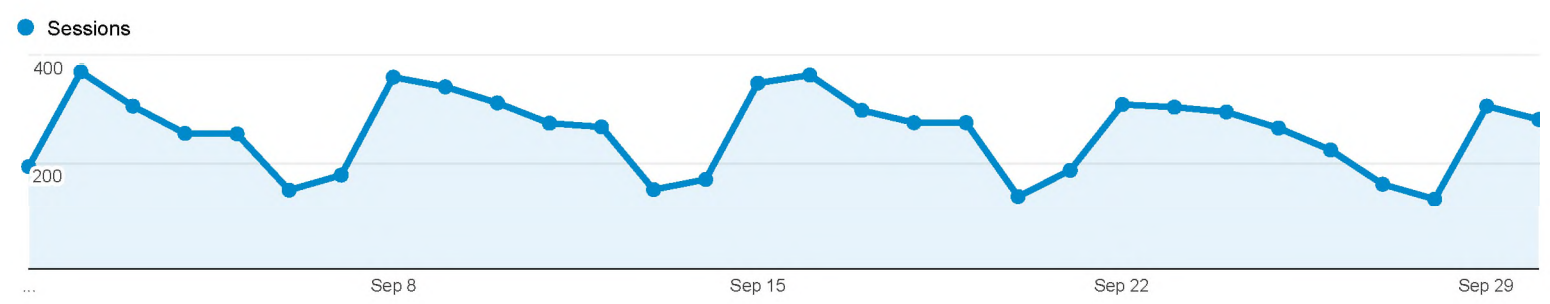
Sep 1, 2014 - Sep 30, 2014

 All Sessions
100.00%

 + Add Segment

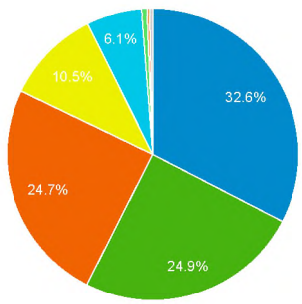
Explorer

Summary



Browser	Sessions	Sessions
	7,738 % of Total: 100.00% (7,738)	7,738 % of Total: 100.00% (7,738)
1. Chrome	2,522	32.59%
2. Safari	1,923	24.85%
3. Internet Explorer	1,911	24.70%
4. Firefox	813	10.51%
5. Android Browser	474	6.13%
6. Amazon Silk	46	0.59%
7. Safari (in-app)	23	0.30%
8. Opera	10	0.13%
9. IE with Chrome Frame	5	0.06%
10. Mozilla Compatible Agent	4	0.05%

Contribution to total: Sessions



Rows 1 - 10 of 14

Overview

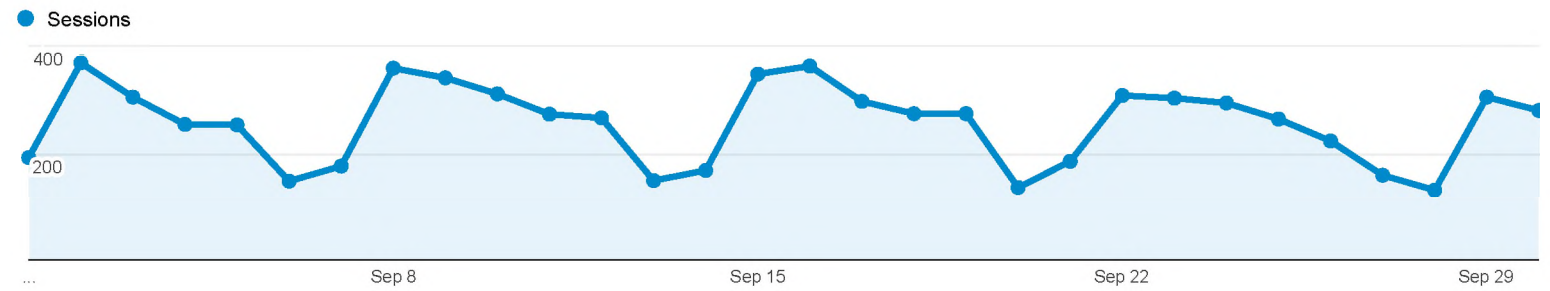
Sep 1, 2014 - Sep 30, 2014

 All Sessions
100.00%

 + Add Segment

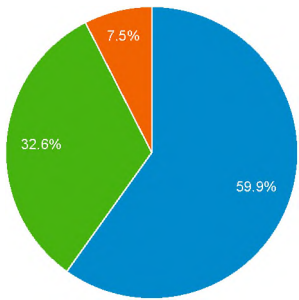
Explorer

Summary



Device Category	Sessions	Sessions
	7,738 % of Total: 100.00% (7,738)	7,738 % of Total: 100.00% (7,738)
1. desktop	4,633	59.87%
2. mobile	2,524	32.62%
3. tablet	581	7.51%

Contribution to total: Sessions



Rows 1 - 3 of 3

Devices

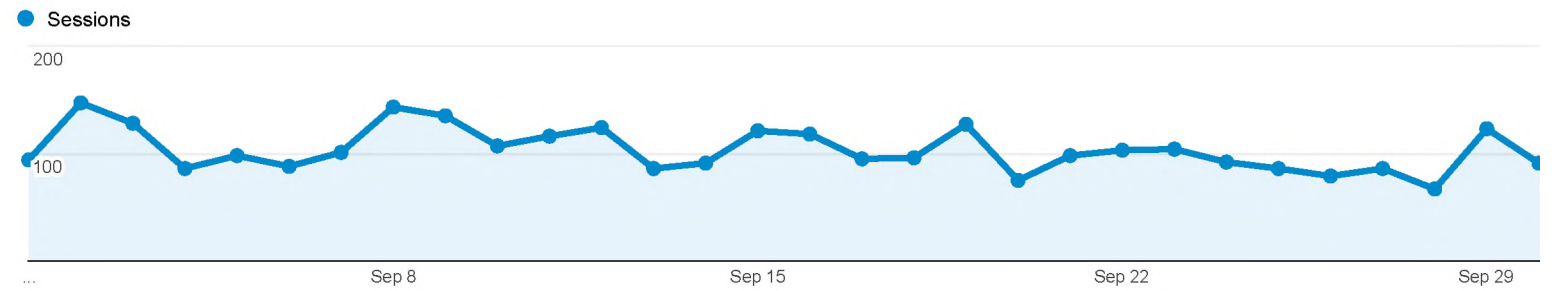
Sep 1, 2014 - Sep 30, 2014

 All Sessions
40.13%

 + Add Segment

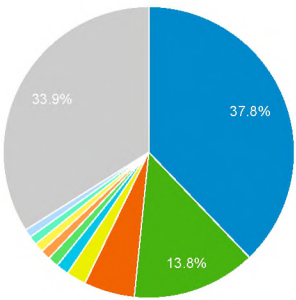
Explorer

Summary



Mobile Device Info	Sessions	Sessions
	3,105 % of Total: 40.13% (7,738)	3,105 % of Total: 40.13% (7,738)
1. Apple iPhone	1,175	37.84%
2. Apple iPad	427	13.75%
3. (not set)	175	5.64%
4. Samsung SM-G900V Galaxy S5	68	2.19%
5. Samsung SCH-I535 Galaxy S III	44	1.42%
6. Apple iPod	37	1.19%
7. Motorola XT907 DROID RAZR M 4G LTE	34	1.10%
8. Samsung SCH-I545 Galaxy S IV	32	1.03%
9. Motorola XT1080 Ultra	30	0.97%
10. LG VS980 G2	29	0.93%

Contribution to total: Sessions



Rows 1 - 10 of 238

Landing Pages

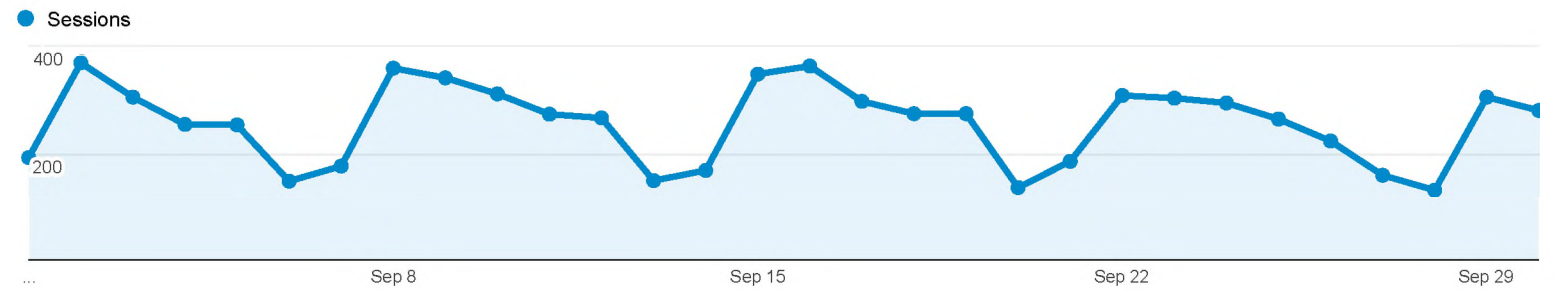
Sep 1, 2014 - Sep 30, 2014

 All Sessions
100.00%

 + Add Segment

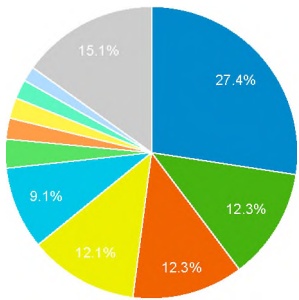
Explorer

Summary



Landing Page	Sessions	Sessions
	7,738 % of Total: 100.00% (7,738)	7,738 % of Total: 100.00% (7,738)
1. /	2,121	27.41%
2. /transportation/CAThome page.htm	954	12.33%
3. /Jobs/jobopenings.htm	952	12.30%
4. /Departments/swim/swim center.htm	936	12.10%
5. /transportation/routes.htm	708	9.15%
6. /Departments/court/court.htm	247	3.19%
7. /Departments/swim/schedule.htm	180	2.33%
8. /cityservices/cityserv.htm	178	2.30%
9. /Departments/pw_operations/parks/park_facilities.htm	164	2.12%
10. /Departments/departments.htm	129	1.67%

Contribution to total: Sessions



Rows 1 - 10 of 81

OCTOBER 2014

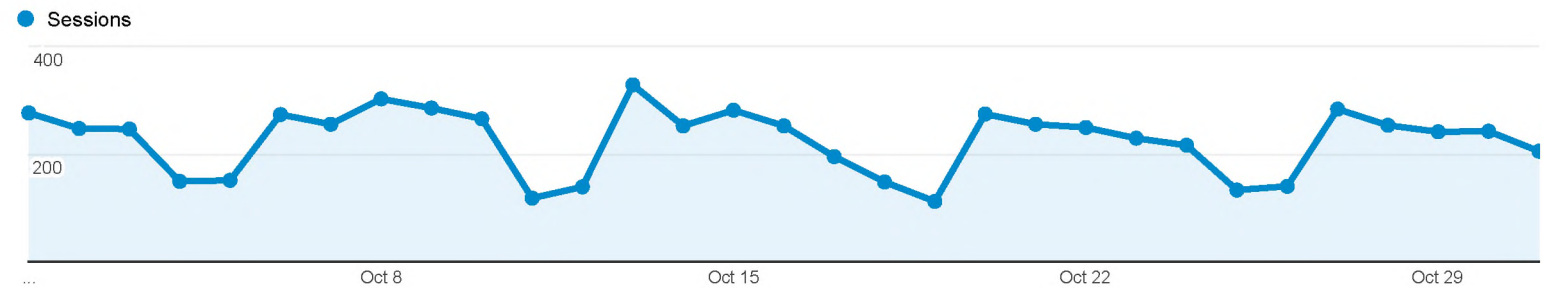
Audience Overview

Oct 1, 2014 - Oct 31, 2014

 All Sessions
100.00%

 + Add Segment

Overview



Sessions

6,994

Users

4,821

Pageviews

18,688

Pages / Session

2.67

Avg. Session Duration

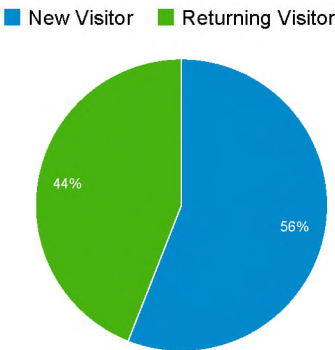
00:02:01

Bounce Rate

50.27%

% New Sessions

55.93%



Language	Sessions	% Sessions
1. en-us	6,751	96.53%
2. en	79	1.13%
3. es-419	24	0.34%
4. en-gb	21	0.30%
5. es-es	20	0.29%
6. pt-br	20	0.29%
7. es-us	11	0.16%
8. ru	10	0.14%
9. ja-jp	8	0.11%
10. es	6	0.09%

New vs Returning

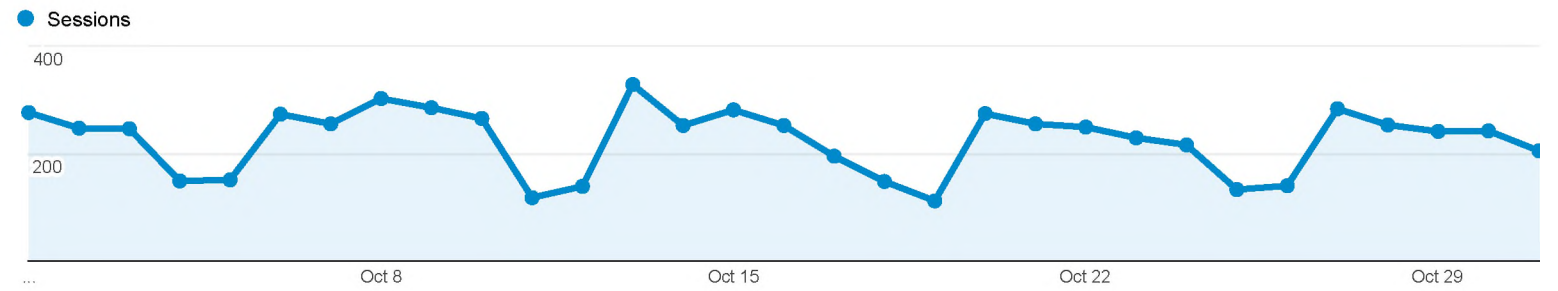
Oct 1, 2014 - Oct 31, 2014

 All Sessions
100.00%

 + Add Segment

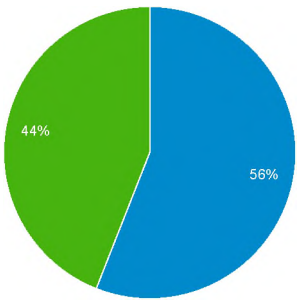
Explorer

Summary



User Type	Sessions	Sessions
	6,994 % of Total: 100.00% (6,994)	6,994 % of Total: 100.00% (6,994)
1. New Visitor	3,914	55.96%
2. Returning Visitor	3,080	44.04%

Contribution to total: Sessions



Rows 1 - 2 of 2

Browser & OS

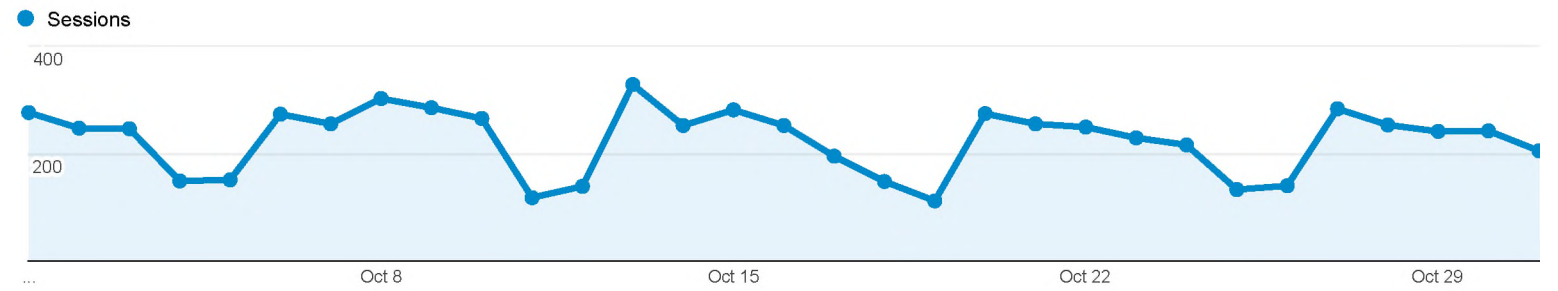
Oct 1, 2014 - Oct 31, 2014

 All Sessions
100.00%

 + Add Segment

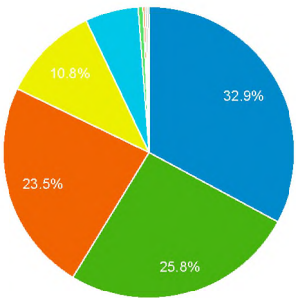
Explorer

Summary



Browser	Sessions	Sessions
	6,994 % of Total: 100.00% (6,994)	6,994 % of Total: 100.00% (6,994)
1. Chrome	2,299	32.87%
2. Internet Explorer	1,807	25.84%
3. Safari	1,641	23.46%
4. Firefox	752	10.75%
5. Android Browser	411	5.88%
6. Amazon Silk	38	0.54%
7. Safari (in-app)	17	0.24%
8. Opera Mini	6	0.09%
9. IE with Chrome Frame	3	0.04%
10. NetFront	3	0.04%

Contribution to total: Sessions



Rows 1 - 10 of 19

Overview

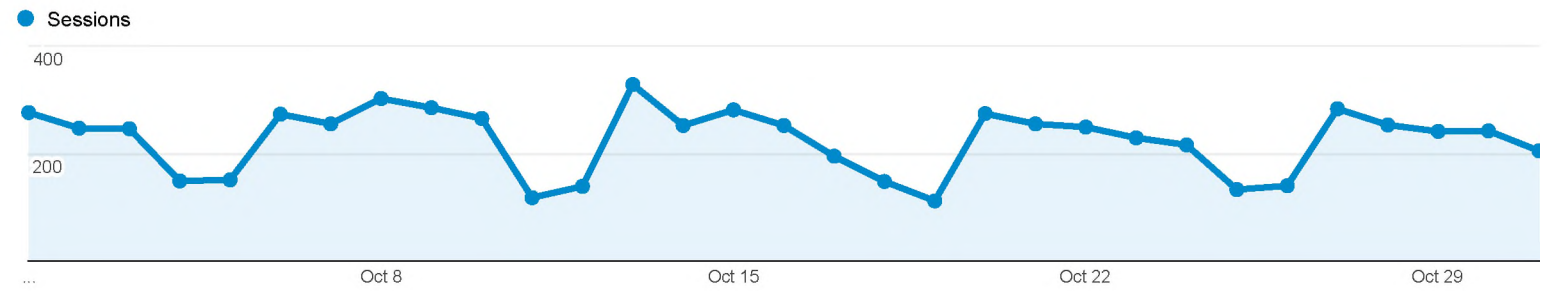
Oct 1, 2014 - Oct 31, 2014

All Sessions
100.00%

+ Add Segment

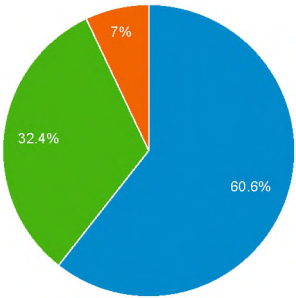
Explorer

Summary



Device Category	Sessions	Sessions
	6,994 % of Total: 100.00% (6,994)	6,994 % of Total: 100.00% (6,994)
1. desktop	4,238	60.59%
2. mobile	2,263	32.36%
3. tablet	493	7.05%

Contribution to total: Sessions



Rows 1 - 3 of 3

Devices

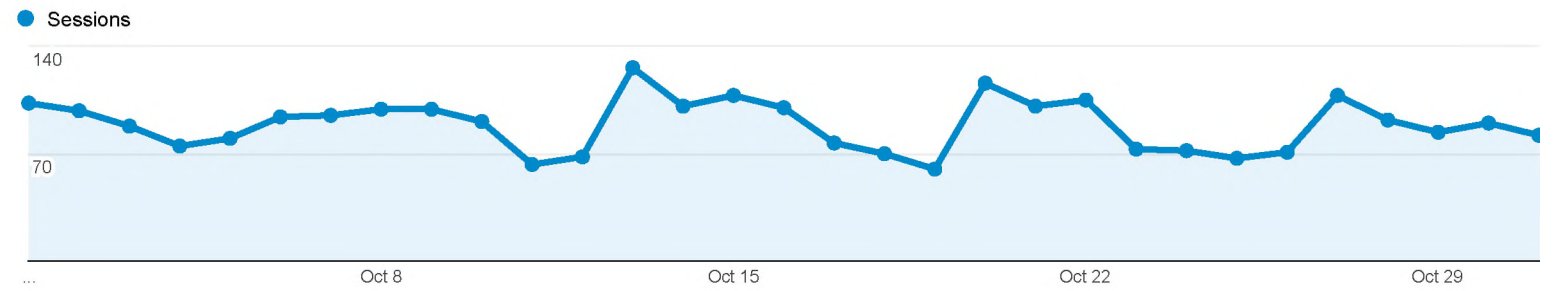
Oct 1, 2014 - Oct 31, 2014

 All Sessions
39.41%

 + Add Segment

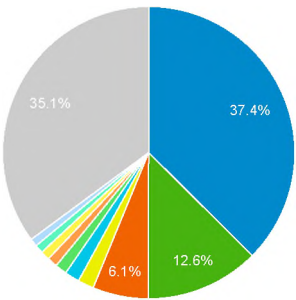
Explorer

Summary



Mobile Device Info	Sessions	Sessions
	2,756 % of Total: 39.41% (6,994)	2,756 % of Total: 39.41% (6,994)
1. Apple iPhone	1,032	37.45%
2. Apple iPad	348	12.63%
3. (not set)	169	6.13%
4. Samsung SM-G900V Galaxy S5	49	1.78%
5. Samsung SCH-I535 Galaxy S III	45	1.63%
6. Apple iPod	36	1.31%
7. Samsung SCH-I545 Galaxy S IV	31	1.12%
8. Samsung SM-G900A Galaxy S5	28	1.02%
9. Nokia Lumia 630	26	0.94%
10. Motorola XT1031	24	0.87%

Contribution to total: Sessions



Rows 1 - 10 of 229

Landing Pages

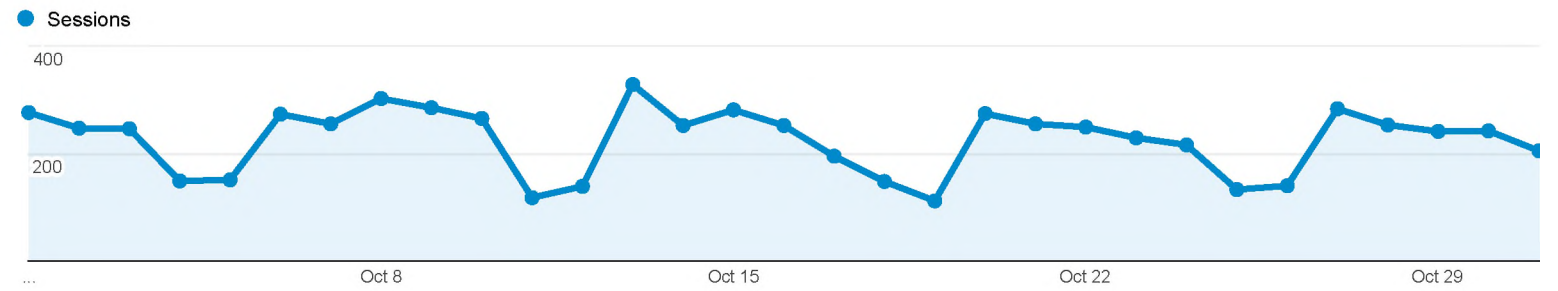
Oct 1, 2014 - Oct 31, 2014

 All Sessions
100.00%

 + Add Segment

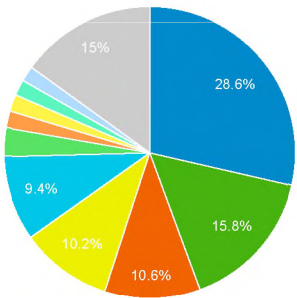
Explorer

Summary



Landing Page	Sessions	Sessions
	6,994 % of Total: 100.00% (6,994)	6,994 % of Total: 100.00% (6,994)
1. /	2,000	28.60%
2. /transportation/CAThome page.htm	1,105	15.80%
3. /Jobs/jobopenings.htm	741	10.59%
4. /Departments/swim/swim center.htm	712	10.18%
5. /transportation/routes.htm	658	9.41%
6. /Departments/court/court.htm	221	3.16%
7. /cityservices/cityserv.htm	132	1.89%
8. /Departments/department s.htm	131	1.87%
9. /Departments/pw_operati ons/parks/park_facilities.h tm	123	1.76%
10. /Departments/swim/sched ule.htm	120	1.72%

Contribution to total: Sessions



Rows 1 - 10 of 97

City of Canby Bi-Monthly Report

Department: Transit



For: the months of September & October, 2014

Date: November 3, 2014

Prepared by: Julie Wehling

Through: Rick Robinson, City Administrator

1) Funding Issues:

- a) Monthly Elderly and Disabled transportation reports were submitted to TriMet.
- b) CAT's grant application for \$60,000 in a planning funds (to complete a Transit Master Plan) was approved for funding by the Oregon Transportation Commission (OTC). The grant agreement was executed September 12, 2014.
- c) The Ladders of Opportunity 5309 grant funding proposal submitted to ODOT on July 18, 2014 for replacement vehicles was not funded.

2) Ridership:

Total ridership year to date for FY 2014-15 is up by 2.56 percent as compared to the previous fiscal year. During this report period CAT provided:

- a) 8,530 rides in September (5.64% more than September of 2013).
 - 1,621 demand responsive rides (Shopping Shuttle & Dial-A-Ride). This is 16.61 % more than were provided during September of 2013.
 - 5,015 to Oregon City (7% more rides than September of 2013).
 - 1,894 to Woodburn (5.57% more rides than September of 2013)
- b) 9,702 rides in October (1.16% fewer rides than October of 2013).
 - 1,983 demand responsive rides (Shopping Shuttle & Dial-A-Ride). This is 14.49% more rides than were provided during October of 2013.
 - 5,724 to Oregon City (3.63% fewer than October of 2013)
 - 1,995 to Woodburn (6.95% fewer rides than October of 2013).

On October 1st it was 2 years since the \$1 fare was implemented.

Updates:

- a) The Rider of the Month for September was Luana Bray. Luana rides daily from her home to her job in Canby. The rider of the month for October was Heather Swan. Heather has ridden CAT for many years. She rides Dial-A-Ride to Oregon City where she transfers to TriMet LIFT to get to work nearly every day. Both winners were given a free pass and other promotional items.

- b) Historically, the Dial-A-Ride program has not been able to honor same day ride requests. In early September we began taking same day ride requests as an experiment. The requests were honored when the ride fit into the existing schedule and were taken on a first come first served (space available) basis. Customer feedback has been very favorable. Customers who need a specific time slot should still make their appointments at least a day in advance if not earlier. The experiment has shown that we are often able to accommodate ride requests when customer can be flexible with the time of their ride. In October we provided 215 of these same day rides.
- c) In early September we drafted two surveys for CAT. The first one, which will be underway until the end of the year, is for the General Public and available in both English and Spanish. This survey has already been distributed at 2 Bridging Cultures events, the Kiss Summer Goodbye Event, the Canby Adult Center, the Canby Center, Hope Village (including the Meadows and Cascade House), the Public Meeting on September 23rd, the Wellness Harvest Celebration, and the Public Library. It is currently available at the CAT office, on CAT's Facebook page and its website. A second survey for CAT riders will be distributed in the near future. We are working with the high school to design a community service project for bilingual high school students to assist with the rider survey process.
- d) On September 23rd a public meeting was held in the Police Department's Community Room regarding an update of CAT's 2014 Civil Rights Program Title VI, Limited English Proficiency Plan. City and contractor staff and 2 members of the Transit Advisory Committee attended in addition to members of the public. The meeting and documents were presented in both English and Spanish. There was opportunity for questions and comments in both English and Spanish.
- e) On October 14th CAT's drug and alcohol program was reviewed for compliance by RLS & Associates, Inc. (a company subcontracting with the ODOT Public Transit Division to review grantees for federal regulation compliance).

4) Collisions

- a) No collisions in September.
- b) One minor collision in October. No customers on board during the incident. No one was injured. Following investigation the incident was determined to be preventable.
 - On October 20th the side mirror on bus 28 (a 35' Gillig) made contact with a tree at the stop in the Fred Meyer parking lot. There was no permanent damage to the vehicle and minor damage to the tree.

- 5) Events Attended: City staff, contractors and/or volunteers represented CAT or participated in activities in the following venues:
- a) On September 6th Julie Wehling and Nancy Muller attended a Bridging Cultures event at Locust Park. They distributed general information about CAT, notices regarding the public meeting on September 23rd, and provided an opportunity for people to complete the CAT General Public Survey.
 - b) On September 6th Julie Wehling and Nancy Muller also attended the Kiss Summer Goodbye event at Wait Park. They distributed general information about CAT, notices regarding the public meeting on September 23rd, and provided an opportunity for people to complete the CAT General Public Survey.
 - c) MV held a driver safety training meeting on September 13th.
 - d) On September 19th Julie Wehling attended a second Bridging Cultures event at Locust Park and distributed general information about CAT, notices regarding the public meeting on September 23rd, and provided an opportunity for people to complete the CAT General Public Survey.
 - e) The Transit Advisory Committee did not have a quorum for the September 23rd meeting. The committee met as usual on October 16th.
 - f) From October 19th to 22nd Julie Wehling, Nancy Muller and Kristie Chilcote attended the annual Oregon Transit Association (OTA) conference in Seaside.
 - g) On October 23rd Julie Wehling attended the Hope Village Whole – Wellness Harvest Celebration and distributed general information about CAT, notices regarding an open house on December 15th, and provided an opportunity for people to complete the CAT General Public Survey.
 - h) On October 31st CAT handed out candy and promotional items to the Trick-or-Treaters at the Transit Center near Thriftway.



City of Canby Bi-Monthly Report

Department: Wastewater Treatment Plant

For Months of:

September & October 2014

To: The Honorable Mayor Hodson & City Council
From: Dave Conner, Lead Operator
Through: Rick Robinson, City Administrator
Date: October 29, 2014

FACILITY OPERATIONS & MAINTENANCE

The water quality for the months of July and August remained excellent with no violations. Plant Operators maintain daily operations of the plant as we come to the end of our more stringent summer compliance monitoring and move into winter compliance monitoring November 1.

As noted in the previous report, through a very thorough interview process we have selected and hired a candidate to fill the position of an operator who retired in August. The new Operator holds a level III wastewater operator's license and will start November 17th providing all background research checks out.

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

- DEQ inspection of WWTP.
- Started working with consultant to review local limits i.e. Pretreatment standards for pollutants of concern to POTW.
- Completed review of plans with city engineer for treatment plant upgrade, will be out for bid in November.
- Completed tour and interview process for job applicants.
- Modified office to a file and blue print room.
- R&R recirculation pump in North basin.
- Bi-annual HVAC inspections completed on all heat pumps and air handlers.
- Responded to several after hour alarm conditions due to power outages.
- Completed annual load bank testing on standby generators.
- Replaced suction line from lime silo to lime pump.
- Replaced peristaltic hose on lime feed pump.
- R&R raw sewage pump #4 and sent to Fisher RPM for repair.
- Daily plant check, lab, and process control.
- Routine daily maintenance, repairs, and cleaning of plant.

PRETREATMENT, FOG (FATS, OILS AND GREASE) PROGRAM

September

- Pump Outs: 27
- Inspections: 0

October

- Pump Outs: 28
- Inspections: 1
- Pretreatment inspections of the following industries/businesses: Kahut, JV Northwest, Canby Funeral Chapel, Dragonberry Produce, Global Stainless Systems, Willamette Plastics, Veolia Water.
- Reestablished permit process with Marcinkiewicz Co.
- Amended Johnson Controls' permit.

BIOSOLIDS PROGRAM

- Run belt press 13 days in September
- Three loads to Heard Farms, 85 wet tons.
- Run belt press 20 days in October.
- Five loads to Heard Farms, 152 wet tons.

DAILY LAB ACTIVITY

Monthly / Weekly NPDES Permit Tests

- TSS
- BOD
- CBOD
- Ammonia
- E-coli
- Alkalinity
- pH
- Total Flow
- UV Dosage
- Completed and passed DMR QA 34 study. This is quality control assurance testing to assure DEQ that we are sampling, testing and obtaining accurate results.

MEETINGS AND TRAINING ATTENDED

These meetings, conference's or training were completed by either one or more of the wastewater treatment plant personnel (Dave Conner, Don Steiner, Bob Wengert, or Dave Frahm)

- Daily staff and operations meeting
- City Safety Committee
- Pacific Northwest Pretreatment Conference