



AGENDA

CANBY CITY COUNCIL REGULAR MEETING

December 3, 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

6:30 PM

City Hall Conference Room
182 N Holly

This Work Session will be attended by the Mayor and City Council to receive the first quarter financial status update.

CITY COUNCIL REGULAR MEETING

1. CALL TO ORDER

- A. Pledge of Allegiance and Moment of Silence
- B. Community Food & Toy Drive Sponsored by Canby Kiwanis Proclamation Pg. 1
- C. Mayor & Council Election Proclamation Pg. 2
- D. Measure 3-453 Proclamation Pg. 3
- E. Measure 3-454 Proclamation Pg. 4

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 19, 2014 City Council Regular Meeting
- B. Reappointment to Planning Commission Pg. 9

7. RESOLUTIONS & ORDINANCES

- A. Res. 1204, Codifying and Compiling Certain Existing General Ordinances for the City of Canby Pg. 10
- B. Res. 1205, Authorizing the City Administrator to Execute a Donation and Vacation Agreement with Plantore LLC Pg. 13
- C. Res. 1206, Adopting a Supplemental Budget for the 2014-2015 FY Pg. 26
- D. Ord. 1405, Proclaiming Annexation of 4.62 Acres Including 4.47 Acres of Real Property Described as Tax Lot 2600 of Tax Map 3-1E-27C and 0.15 Acres Adjacent to North Pine Street Right-of-Way and Amending the Zoning From Rural Residential Farm Forest (RRFF-5) to Low Density Residential (R-1) and Setting the Boundaries of the Property to be Included Within the City Limits Pg. 34
- E. Ord. 1406, Proclaiming Annexation of 32.1 Acres Including 31.6 Acres of Real Property Described as Tax Lots 400, 500, 600, 700, and 800 of Section 3, T4S, R1E, WM (Assessor Tax Map 4-1E-03 and 0.5 Acres of Adjacent SE 13th Avenue Right-of-Way and Amending the Zoning From County Exclusive Farm Use (EFU) to City Low Density Residential (R-1) for Tax Lot 700 and 800 and Medium Density Residential (R 1.5) for Tax Lot 400, 500, and 600 and Setting the Boundaries of the Property to be Included Within the City Limits Pg. 39
- F. Ord. 1407, Authorizing a Contract with McClure and Sons, Inc. for the Wastewater Treatment Facility Improvements Project; and Declaring and Emergency (**2nd Reading**) Pg. 45
- G. 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 (**2nd Reading**) Pg. 54

8. NEW BUSINESS

- A. Cancellation of December 17, 2014 City Council Meeting

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.



Office of the Mayor

Proclamation

Canby Community Food & Toy Drive

Sponsored by Canby Kiwanis

WHEREAS, the Canby Community Food & Toy Drive sponsored by Canby Kiwanis, originated for the purpose of providing toys and food for less fortunate families in our community; and

WHEREAS, by way of this Proclamation, the City of Canby recognizes that greater public awareness and involvement is needed in order for such programs to achieve their highest potential in providing and promoting joy to each household in this community; and

WHEREAS, Canby community members have undertaken the project of collecting and distributing toys and food to these needy families during the month of December; and

WHEREAS, donations for food baskets can be left at various locations around Canby;

NOW, THEREFORE, I, Brian Hodson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim December 14 through December 20 as:

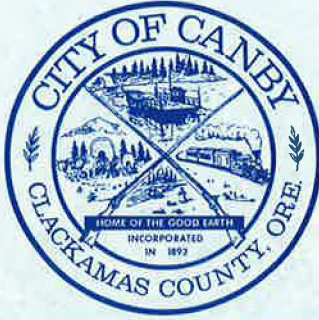
**CANBY COMMUNITY FOOD & TOY DRIVE WEEK SPONSORED BY
CANBY KIWANIS**

and urge all people of the City of Canby to observe this time by participating in this toy and food drive, helping to provide assurance that each family may have a twinkle in their eye this holiday season

Given unto my hand this 3rd day of December 2014.

Brian Hodson
Mayor





Office of the Mayor

Proclamation

“Mayor & Council Election”

WHEREAS, the City of Canby, County of Clackamas, Oregon, held a General Election on November 4, 2014, and

WHEREAS, the Clackamas County Elections Department offers the following abstract as an official count of votes as of November 24, 2014:

**MAYOR - Brian D. Hodson - 4,088
 Write-In - 244**

**CITY COUNCIL - Clinton H. Coleman - 2,716
 Todd H. Rocha - 3,132
 Tracie Heidt - 3,646
 Greg Parker - 3,008
 Uncertified - 84**

WHEREAS, the three people receiving the most votes for City Council will be selected to four year terms on the Canby City Council.

NOW, THEREFORE, I, Brian Hodson, Mayor of the City of Canby, Oregon, do hereby proclaim the foregoing to be a true and accurate accounting as presented by the Clackamas County Elections Division dated November 24, 2014.

Dated this 3rd day of December 2014.

**Brian Hodson
Mayor**





Office of the Mayor

Proclamation

“Measure 3-453 Election Results”

WHEREAS, the City of Canby, County of Clackamas, Oregon, placed a measure on the General Election ballot on November 4, 2014, to consider the following measure:

MEASURE NO. 3-453

**SHALL 4.62 ACRES LOCATED ALONG NORTH PINE STREET,
BE ANNEXED INTO CANBY?**

WHEREAS, the Clackamas County Elections Department offers the following as an official count of votes for the General Election on November 4, 2014.

YES - 4,373

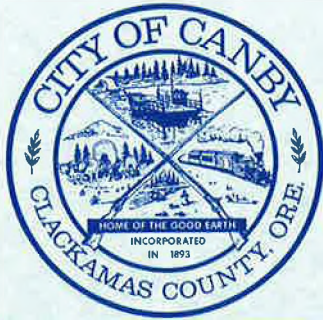
NO - 1,657

NOW, THEREFORE, I, Brian Hodson, Mayor of the City of Canby, Oregon, do hereby proclaim the foregoing to be a true and accurate accounting as presented by the Clackamas County Election Division dated November 24, 2014.

Dated this 3rd day of December 2014.



Brian Hodson
Mayor



Office of the Mayor

Proclamation

“Measure 3-454 Election Results”

WHEREAS, the City of Canby, County of Clackamas, Oregon, placed a measure on the General Election ballot on November 4, 2014, to consider the following measure:

MEASURE NO. 3-454

**SHALL 32.1 ACRES LOCATED NORTH OF SE 13TH
AVENUE AND EAST OF SOUTH TEAKWOOD STREET, BE
ANNEXED INTO CANBY?**

WHEREAS, the Clackamas County Elections Department offers the following as an official count of votes for the General Election on November 4, 2014.

YES - 3,918

NO - 2,057

NOW, THEREFORE, I, Brian Hodson, Mayor of the City of Canby, Oregon, do hereby proclaim the foregoing to be a true and accurate accounting as presented by the Clackamas County Election Division dated November 24, 2014.

Dated this 3rd day of December 2014.

Brian Hodson
Mayor



Canvass Report — Election Voters — Official
Clackamas County, Oregon — General Election — November 04, 2014

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11/24/2014 08:30 AM

Total Number of Voters : 161,652 of 229,859 = 70.33

Precincts Reporting 118 of 118 = 100.00%

City of Canby Mayor

Precinct	Election Ballots Cast	Total Ballots Cast	Registered Voters	Percent Turnout	Brian D Hodson	Write-in	Totals
122	2102	2102	2942	71.45%	1401	73	1474
124	1780	1780	2342	76.00%	1127	87	1214
125	2402	2402	3265	73.57%	1560	84	1644
Totals	6284	6284	8549		4088	244	4332

CERTIFIED COPY OF THE ORIGINAL
 SHERRY HALL, COUNTY CLERK

BY: _____

Sherry Hall

Canvass Report — Election Voters — Official
Clackamas County, Oregon — General Election — November 04, 2014

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Total Number of Voters : 161,652 of 229,859 = 70.33

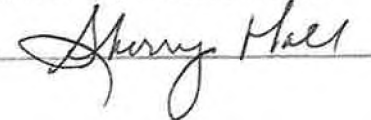
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Precincts Reporting 118 of 118 = 100.00%

City of Canby City Councilor (3 seats)

Precinct	Election Ballots Cast	Total Ballots Cast	Registered Voters	Percent Turnout	Clinton H Coleman	Todd H Rocha	Tracie Heidt	Greg Parker	Uncertified	Totals
122	2102	2102	2942	71.45%	875	1091	1209	1030	27	4232
124	1780	1780	2342	76.00%	807	894	1064	819	30	3614
125	2402	2402	3265	73.57%	1034	1147	1373	1159	27	4740
Totals	6284	6284	8549		2716	3132	3646	3008	84	12586

CERTIFIED COPY OF THE ORIGINAL
 SHERRY HALL, COUNTY CLERK

BY: 

Canvass Report — Election Voters — Official
Clackamas County, Oregon — General Election — November 04, 2014

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Total Number of Voters : 161,652 of 229,859 = 70.33

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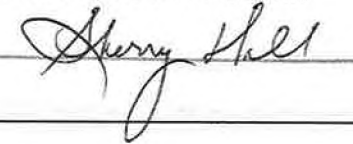
Precincts Reporting 118 of 118 = 100.00%

Measure 3-454 Measure Approving Annexation of 32.1 Acres into City of Canby

Precinct	Election Ballots Cast	Total Ballots Cast	Registered Voters	Percent Turnout	YES	NO	Totals
122	2102	2102	2942	71.45%	1247	761	2008
124	1780	1780	2342	76.00%	1158	525	1683
125	2402	2402	3265	73.57%	1513	771	2284
Totals	6284	6284	8549		3918	2057	5975

CERTIFIED COPY OF THE ORIGINAL
 SHERRY HALL, COUNTY CLERK

BY: _____



Canvass Report — Election Voters — Official
Clackamas County, Oregon — General Election — November 04, 2014

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11/24/2014 08:30 AM

Total Number of Voters : 161,652 of 229,859 = 70.33

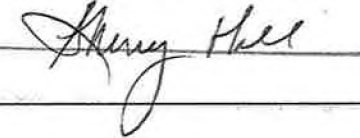
Precincts Reporting 118 of 118 = 100.00%

Measure 3-453 Measure Approving Annexation of 4.62 Acres into City of Canby

Precinct	Election Ballots Cast	Total Ballots Cast	Registered Voters	Percent Turnout	YES	NO	Totals
122	2102	2102	2942	71.45%	1439	581	2020
124	1780	1780	2342	76.00%	1233	478	1711
125	2402	2402	3265	73.57%	1701	598	2299
Totals	6284	6284	8549		4373	1657	6030

CERTIFIED COPY OF THE ORIGINAL
 SHERRY HALL, COUNTY CLERK

BY:



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

Instructions: By using either your tab key or arrow keys, navigate to each field and type in your information. When complete, save the document to your computer and either mail, fax or email to the addresses listed below.

Date: 11/14/2014

Name: Tyler Smith

Occupation: Attorney

Home Address:

Employer: Tyler Smith & Associates PC

Position: President

Daytime Phone:

Evening Phone:

E-Mail Address:

For which position are you applying? Planning Commission

What are your community interests (committees, organizations, special activities)? Sports, Parks and Recs, Schools, Planning

Experience and educational background: Doctorate, Current Chair, Past Commissioner, Past Chair in Hubbard, past City Councilor in Hubbard, land use attorney.

Reason for your interest in this position: To help the city.

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

Information on any special membership requirements: N/A

Referred by (if applicable):

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

THANK YOU FOR YOUR WILLINGNESS TO SERVE CANBY

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

Phone: 503.266.0733 Fax: 503.266.7961 Email: scheaferk@ci.canby.or.us

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

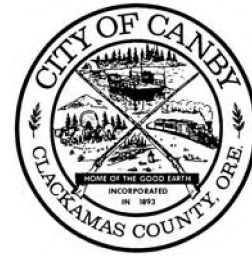
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RECEIVED

NOV 14 2014

City of Canby - City Recorder

MEMORANDUM



TO: *Honorable Mayor Hodson and City Council*
FROM: *Kim Scheafer, MMC, City Recorder*
DATE: *November 21, 2014*
THROUGH: *Rick Robinson, City Administrator*

Issue:

This Resolution is brought before the Council so that supplemental pages to the Canby Municipal Code can be formally adopted.

Background:

The last supplement that was codified for the Canby Municipal Code was for ordinances passed through June of 2013. Since that time, several ordinances have passed that affect the Canby Municipal Code. In order to keep the code up-to-date, these ordinances were sent to American Legal Publishing who prepared a 2014 supplement for ordinances passed through June 2014 (Ordinances 1374-1402).

Recommendation:

Staff recommends adoption of Resolution 1204, which formally adopts the 2014 S-8 supplemental pages to the Canby Municipal Code.

Fiscal Impact:

There is no fiscal impact on adoption of this resolution. All ordinances being codified have previously been adopted and implemented.

Recommended Motion:

I moved to adopt Resolution 1204, A RESOLUTION CODIFYING AND COMPILING CERTAIN EXISTING GENERAL ORDINANCES FOR THE CITY OF CANBY.

Attached:

Resolution 1204

RESOLUTION NO. 1204

A RESOLUTION CODIFYING AND COMPILING CERTAIN EXISTING GENERAL ORDINANCES FOR THE CITY OF CANBY.

WHEREAS, on February 15, 2006 the Canby City Council adopted Ordinance 1200 which adopted a revised code of the City of Canby entitled the “Canby Municipal Code”. Since that time the Council has adopted Resolutions 956, 1012, 1051, 1070, 1100, 1138, and 1172 codifying supplements.

WHEREAS, since that time Ordinances have been adopted affecting the Canby Municipal Code, causing the present general and permanent ordinances of the City to be inadequately arranged and classified and are insufficient in form and substance for the complete preservation of the public peace, health, safety and general welfare of the municipality and for the proper conduct of its affairs; and

WHEREAS, the Acts of the Legislature of the State of Oregon empower and authorize the City to revise, amend, restate, codify and compile any existing ordinances and all new ordinances not heretofore adopted or published and to incorporate such ordinances into one ordinance in book form; and

WHEREAS, the League of Oregon Cities, Ordinance Services Program, in its efforts to promote better and more efficient municipal governing, is willing to undertake the codification of the City’s ordinances;

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Canby that the City hereby authorizes a general compilation, revision and codification of the ordinances of the City of a general and permanent nature and publication of such ordinances in book form, at a cost according to the standard rates and billing procedures for services under the program. A copy of the 2014 S-8 Supplement (codifying ordinances 1374-1402) is attached hereto as Exhibit “A”.

This resolution will take effect on December 3, 2014.

ADOPTED this 3rd day of December 2014, by the Canby City Council.

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

Due to the size of this document it is posted separately on the web page

CITY OF CANBY, OREGON

CODE OF ORDINANCES

2014 S-8 Supplement contains:
Local legislation current through Ord. 1402, passed 6-18-2014

AMERICAN LEGAL PUBLISHING CORPORATION

432 Walnut Street Cincinnati, Ohio 45202-3909 (800) 445-5588

RESOLUTION NO. 1205

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE A DONATION AND VACATION AGREEMENT WITH PLANTORE LLC.**

WHEREAS, a recent survey revealed that a portion of the City's property is encroaching onto the eastern portion of Plantore LLC's real property and that a portion of Plantore LLC's property is encroaching onto the western portion of the Berg Parkway right-of-way; and

WHEREAS, both parties have agreed to donate and vacate their respective property through legally sufficient processes; and

WHEREAS, the exchanged property rights will result in increased, superior useful value for public use; and

WHEREAS an agreement has been drafted that outlines each parties responsibility for this process;

NOW THEREFORE, IT IS HEREBY RESOLVED by the City of Canby Council that the City Administrator shall execute a Donation and Vacation Agreement as set forth in the attached Exhibit "A".

This Resolution shall take effect on December 3, 2014.

ADOPTED this 3rd day of December 2014, by the Canby City Council.

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

DONATION AND VACATION AGREEMENT

THIS DONATION AGREEMENT (this "Agreement") is made as of the 3rd day of December, 2014, (the "Effective Date"), by and between Plantore LLC, a Delaware limited liability company ("Donor"), and CITY OF CANBY, OREGON, a political subdivision of the State of Oregon ("City").

ARTICLE 1 DONATION AND VACATION

1.1 Current Encroachments. The parties acknowledge that recent survey work has revealed that a portion of the City's property is encroaching onto the eastern portion of Donor's real property, and that a portion of the Donor's property is encroaching onto the western portion of the Berg Parkway right-of-way. The parties desire to swap the encroachment areas, and Donor desires to donate additional property beyond the City encroachment to provide a more regular shape to the parties respective properties following the swap.

1.2 Agreement to Donate. Subject to the terms and conditions herein, Donor, for and in consideration of the mutual covenants and agreements herein contained and other valuable consideration, Donor agrees to donate, and City agrees to accept, the real property described on Exhibit A attached hereto and by this reference incorporated herein (the "Property").

1.3 Agreement to Vacate. Subject to the terms and conditions herein, City, for and in consideration of the mutual covenants and agreements herein contained and other valuable consideration, City agrees to vacate, pursuant to ORS 271.130, and Donor agrees to accept, the real property described on Exhibit B attached hereto and by this reference incorporated herein (the "Vacation Area").

1.4 Consideration. City acknowledges that Donor has agreed to convey the Property to City as a gift pursuant to this Agreement, and that the real market value of the Property exceeds the real market value of the Vacation Area.

ARTICLE 2 TITLE AND SURVEY

2.1 Title Examination. Donor agrees to provide preliminary title reports for the Property and the Vacation Area at its own expense. City shall have sixty (60) days from and after the Effective Date to examine title to the Property, and any examination of the Property title shall be at City's sole option, cost and expense. Donor shall have thirty (30) days from and after the Effective Date to examine title to the Vacation Area, and any examination of the Vacation Area title shall be at Donor's sole option, cost and expense.

2.2 Survey. Donor agrees to provide surveys of the Property and the Vacation Area at its own expense. Any examination of the surveys by City shall be at City's sole option, cost and expense.

2.3 Title Objections. Donor shall not be obligated to cure, or attempt to cure, anything contained in the title records or shown on a survey to which City objects. City's sole remedy in the event of any unacceptable title or survey objection shall be to either accept title subject to such objection, or to terminate this Agreement in accordance with Section 3.2 hereof and decline to accept the gift of the Property as contemplated hereunder.

2.4 Parcel. City has preliminarily determined that the Property is not a lawful parcel and Donor shall be responsible at its sole cost and expense for submitting a complete lot line adjustment application and any other application necessary for the lawful conveyance of the Property and the completion of the transaction contemplated herein to the City of Canby Development Services Department. City agrees to execute the application form as owner of the Community Park property and to reasonably cooperate with the application. Within the limits of the Oregon Tort Claims Act, City shall indemnify and hold harmless Donor from any and all liability, claims, suits or costs incurred due to City's failure to adjust the lot lines of the Property. Notwithstanding anything to the contrary in this Agreement, City's obligation to indemnify and hold harmless Donor shall survive Closing or termination by City, other than for Donor's breach.

ARTICLE 3 INSPECTION PERIOD

3.1 Right of Inspection. Beginning upon the Effective Date and ending at 5:00 p.m. on the date that is Sixty (60) days following the Effective Date (such period herein referred to as the "Inspection Period" and such date herein called the "Inspection Date"), City shall have the right to make a physical inspection of the Property. City understands and agrees that any on-site inspections of the Property shall be conducted upon at least forty-eight (48) hours prior written notice to Donor and, at Donor's option, in the presence of Donor or its representative. If City desires to do any invasive testing, sampling or drilling at the Property, City shall do so only after notifying Donor and obtaining Donor's prior written consent thereto, which consent may be granted or withheld in Donor's sole and absolute discretion and may be subject to any terms and conditions imposed by Donor in its reasonable discretion. City shall promptly restore any affected part of the Property which is subjected to any such invasive testing, sampling, or drilling, or otherwise affected by City's inspection, to substantially the same condition which existed prior to any such inspections, tests, sampling or drilling, at City's sole cost and expense. At Donor's request, City will furnish to Donor copies of any reports received by City relating to any inspections of the Property. Within the limits of the Oregon Tort Claims Act, City agrees to indemnify Donor against and hold Donor harmless from any claim for liabilities, costs, expenses (including reasonable attorneys' fees actually incurred), damages or injuries resulting from its exercise of its rights under this Section 3.1. Notwithstanding anything to the contrary in this Agreement, City's obligation to indemnify and hold harmless Donor under this Section 3.1 shall survive Closing or termination of this Agreement by City other than by breach of Donor.

City will cause all persons and entities entering the Property at City's request to maintain adequate and appropriate insurance, as reasonably determined by Donor, to cover risks of the type described in this Section 3.1 above, and upon Donor's written request, City will deliver to

Donor written evidence establishing to Donor's reasonable satisfaction that such adequate and appropriate insurance is being maintained.

3.2 City's Right of Termination. Donor agrees that in the event City determines that the Property is not suitable for its purposes, or that City does not desire to own the Property for any other reason or for no reason at all, City shall have the right to terminate this Agreement and decline the gift contemplated hereunder by giving written notice thereof to Donor prior to the expiration of the Inspection Period. If City gives such notice of termination within the Inspection Period, this Agreement shall terminate, and City and Donor shall have no further rights and obligations hereunder except those which expressly survive termination of this Agreement. If City fails to give Donor a notice of termination prior to the expiration of the Inspection Period, City shall no longer have any right to terminate this Agreement under this Section 3.2 and, subject to the provisions of this Agreement, shall be bound to proceed to Closing and consummate the transaction contemplated hereby pursuant to the terms of this Agreement. Time is of the essence with respect to the provisions of this Section 3.2.

3.3 Donor's Right of Termination. City agrees that in the event Donor determines that the Vacation Area is not suitable for its purposes, or that City is unable to vacate the Vacation Area, or that City or Clackamas County is unable to approve the lot line adjustment, Donor shall have the right to terminate this Agreement by giving written notice thereof to City prior to the expiration of the Inspection Period. If Donor gives such notice of termination within the Inspection Period, this Agreement shall terminate, and City and Donor shall have no further rights and obligations hereunder except those which expressly survive termination of this Agreement. If City fails to give Donor a notice of termination prior to the expiration of the Inspection Period, City shall no longer have any right to terminate this Agreement under this Section 3.3 and, subject to the provisions of this Agreement, shall be bound to proceed to Closing and consummate the transaction contemplated hereby pursuant to the terms of this Agreement. Time is of the essence with respect to the provisions of this Section 3.3.

ARTICLE 4 CLOSING

4.1 Time and Place. The consummation of the transaction contemplated hereby ("Closing") shall be held at Canby City Hall on or before five (5) business days following the recording of the City vacation ordinance pursuant to ORS 271.150. The date on which the Closing is scheduled to occur hereunder (or, if earlier, the date on which Closing occurs) is sometimes referred to herein as the "Closing Date". Time is of the essence with respect to the Closing Date, and in the event that the transactions fail to close on or before the Closing Date, then this Agreement shall be terminated and shall be of no further force and effect.

4.2 Donor's Obligations at Closing. At Closing, Donor shall:

- (a) Deliver to City a duly executed statutory form bargain and sale deed (the "Deed") in recordable form, conveying the Property,
- (b) Deliver to City such evidence as City's counsel may reasonably require as

to the authority of the person or persons executing documents on behalf of Donor;

(c) Deliver to City possession of the Property; and

(d) Deliver such additional documents as shall be reasonably requested by City or required to consummate the transaction contemplated by this Agreement; provided, however, that in no event shall Donor be required to indemnify the City or any other party pursuant to any such documents, or undertake any other liability not expressly contemplated in this Agreement, unless Donor elects to do so in its sole discretion.

4.3 City's Obligations at Closing. At Closing, City shall:

(a) Deliver to Donor such evidence as Donor's counsel may reasonably require as to the authority of the person or persons executing any documents on behalf of City;

(b) Execute and deliver to Donor, City's portion of Internal Revenue Service Form 8283, Noncash Charitable Contributions, or such similar or successor form as reasonably required by Donor; and

(c) Deliver a copy of the recorded vacation ordinance; and

(d) Deliver such additional documents as shall be reasonably requested by Donor or required to consummate the transactions contemplated by this Agreement.

4.4 Credits and Prorations.

(a) All expenses in connection with the operation of the Property shall be apportioned, as of 11:59 P.M., on date prior to the Closing Date, as if City were vested with title to the Property and Donor were vested with title to the Vacation area during the entire Closing Date. Any operating expenses or other items pertaining to the Property which are customarily prorated between a purchaser and a seller in the area in which the Property is located will be prorated at Closing utilizing the information known at that time and a post-closing "true-up" shall take place within thirty (30) days of the Closing Date to adjust said prorations, if necessary.

(b) Notwithstanding anything contained in the foregoing provisions, Donor shall pay any past due property taxes, interest and penalties as of the Closing Date on the Property. Any property taxes imposed but not yet due shall be prorated as of the Closing date. Donor shall receive the entire advantage of any discounts for the prepayment by it of any taxes.

(c) The provisions of this Section 4.4 shall survive Closing.

4.5 Closing Costs.

(a) Donor shall pay (1) the fees of any counsel representing it in connection with this transaction, (2) the application fee for the lot line adjustment, (3) all fees for recording the Deed and any other recorded instruments effecting the conveyance of the Property to City, (4) any transfer tax which becomes payable by reason of transfer of the Property, and (5) the cost of any survey and title work performed for Donor in connection with this transaction.

(b) City shall pay (1) City's fees of any counsel representing City in connection with this transaction, (2) City's fees or costs to acquire title insurance for the Property and (3) City's administrative costs for processing the lot line adjustment and the vacation.

(c) All other costs and expenses incident to this transaction and the closing thereof shall be paid by the party incurring same.

ARTICLE 5 RISK OF LOSS

5.1 Allocation Pre- and Post-Closing. Prior to Closing, Donor bears the risk of loss with respect to the Property, and City bears the risk of loss with respect to the Vacation Area, in the event of any fire or other casualty. Upon Closing, full risk of loss shall pass to City for the Property, and pass to Donor for the Vacation Area.

5.2 Option to Terminate. In the event of a loss or damage to the Property as a result of any casualty, either Donor or City may terminate this Agreement by written notice to the other party. If neither Donor nor City elects to terminate this Agreement within ten (10) days after either party sends to the other party written notice of the occurrence of loss or damage, then Donor and City shall be deemed to have elected to proceed with the closing on the Property in its present condition. In no event shall Donor be obligated to repair any damage or restore the Property to its pre-casualty condition.

ARTICLE 6 DISCLAIMERS AND WAIVERS

6.1 Reliance on Documents. Donor covenants that to the best of Donor's knowledge, all materials, data and information provided to City in connection with this transaction are true and accurate, and that donor has made no intentional misstatements in representing facts relating to this transaction. Donor has provided or will provide documentation to the City, including a land survey, appraisal, title report, and an environmental report. Donor affirms that it has disclosed all information known to it relating to any known environmental condition or environmental hazards that currently exist or may exist on the Property.

6.2 Disclaimers; Indemnity.

IT IS UNDERSTOOD AND AGREED EXCEPT AS NOTED IN SECTION 6.1 THAT DONOR IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH

RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF THE PROPERTY DOCUMENTS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF DONOR TO CITY, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. CITY ACKNOWLEDGES AND AGREES THAT UPON CLOSING DONOR SHALL TRANSFER AND CONVEY TO CITY AND CITY SHALL ACCEPT THE PROPERTY "AS IS WHERE IS WITH ALL FAULTS". CITY HAS NOT RELIED AND WILL NOT RELY ON, AND DONOR IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY DONOR, ANY MANAGER OF THE PROPERTY, OR ANY AGENT REPRESENTING OR PURPORTING TO REPRESENT DONOR, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING.

CITY REPRESENTS TO DONOR THAT CITY HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS CITY DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS SUBSTANCES OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF DONOR OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO.

UPON CLOSING, CITY EXPRESSLY ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY CITY'S INVESTIGATIONS.

(1) SUBJECT TO THE OREGON TORT CLAIMS ACT, CITY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DONOR, ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES, JUDGMENTS, INJURIES, FINES, PENALTIES, CITATIONS OR EXPENSES (INCLUDING EXPERT AND ATTORNEYS' FEES) ARISING OUT OF, RESULTING FROM OR RELATED TO CITY'S USE OR OPERATION OF, OR CITY'S ACTIVITIES ON, THE PROPERTY, OR CITY'S SUBSEQUENT DISPOSITION OF ANY IMPROVEMENTS OR PERSONALTY LOCATED THEREON.

(2) EXCEPT TO ENFORCE THIS AGREEMENT, AND AS RESERVED IN (3) BELOW, UPON CLOSING CITY EXPRESSLY ASSUMES RESPONSIBILITY AND LIABILITY FOR, ALL CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN

TORT OR UNDER ANY ENVIRONMENTAL LAW), LOSSES, DAMAGES, LIABILITIES (WHETHER BASED ON STRICT LIABILITY OR OTHERWISE), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER KNOWN OR UNKNOWN, WHICH CITY MIGHT HAVE ASSERTED OR ALLEGED AGAINST DONOR (AND DONOR'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS , CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY.

(3) NOTWITHSTANDING (2) ABOVE, DONOR RESERVES AND MAINTAINS FOR ITSELF, ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS ANY AND ALL CLAIMS AGAINST CITY, ITS RELATED PARTIES, SUCCESSORS AND ASSIGNS, THAT ARISE OUT OF OR RELATE IN ANY WAY TO THE CONDITION, OWNERSHIP, USE, MAINTENANCE OR OPERATION OF THE VACATION AREA AT ANY TIME BEFORE OR ON THE DATE OF CLOSING, NO MATTER HOW CAUSED, WHETHER KNOWN OR UNKNOWN, THAT ARE ASSERTED OR MADE BY ANY PERSON OR ENTITY, WHETHER PUBLIC OR PRIVATE, UNDER ANY LAW TO THE EXTENT SUCH CLAIMS ARISE IN DEFENSE, MITIGATION OR APPORTIONMENT AND ALLOCATION OF LIABILITY FOR SUCH CLAIMS ASSERTED AGAINST DONOR.

AS USED IN THIS SUBPARAGRAPH (3), "LAW" SHALL MEAN ANY STATUTE, LAW, RULE, REGULATION OR ORDINANCE, WHETHER FEDERAL, STATE OR LOCAL, AT LAW OR IN EQUITY, WHETHER BY STATUORY, COMMON LAW, ADMINISTRATIVE, OR REGULATORY PROCEEDING OR OTHERWISE, WHETHER BASED ON NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, WILLFUL MISCONDUCT OR OTHER CONDUCT OF ANY PARTY HERETO OR OTHERWISE, RELATING TO (I) THE ENVIRONMENT, HAZARDOUS SUBSTANCES, MATERIALS, OR WASTE, TOXIC SUBSTANCES, POLLUTANTS (OR WORDS OF SIMILAR IMPORT), OR (II) ENVIRONMENTAL CONDITIONS AT, ON UNDER OR ORIGINATING OR MIGRATING FROM THE PROPERTY, (III) OR SOIL, WATER AND GROUNDWATER CONDITION, TO INCLUDE WITHOUT LIMITATION AND BY WAY OF EXAMPLE ONLY, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE CLEAN AIR ACT, THE TOXIC SUBSTANCES CONTROL ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL HAZARDOUS MATERIALS TRANSPORTATION ACT, THE SAFE DRINKING WATER ACT, AND THE CLEAN WATER ACT, OR SIMILAR OR COUNTERPART STATE STATUTES.

AS USED IN THIS SUBPARAGRAPH (3), "CLAIMS" SHALL MEAN ANY AND ALL LOSSES, DAMAGES, CLAIMS, CAUSES OF ACTION, CROSS-CLAIMS, COUNTERCLAIMS, RIGHTS OF CONTRIBUTION OR INDEMNITY, RIGHTS OF REIMBURSEMENT, LIENS, SUITS, LIABILITIES, DEMANDS, PAYMENTS, EXPENSES, COSTS AND FEES TO INCLUDE, WITHOUT LIMITATION AND BY WAY OF EXAMPLE ONLY, ATTORNEY'S FEES AND EXPERT WITNESS FEES, COURT COSTS, CIVIL OR

CRIMINAL PENALTIES OR FINES, TAXES ANDY ANY OTHER CHARGES OF ANY KIND OR NATURE WHATSOEVER.

AS USED IN THIS SUBPARAGRAPH (3) “RELATED PARTIES” SHALL INCLUDE CITY, EMPLOYEES, OFFICERS, AND AGENTS AND ALL OF THEIR RESPECTIVE REPRESENTATIVE, SUCCESSORS AND ASSIGNS.

6.3 Statutory Land Use Disclaimer. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

6.4 Effect and Survival of Provisions of Article 6. Donor and City acknowledge that the provisions of this Article 6 are an integral part of this transaction and a material inducement to Donor to enter into this Agreement. Donor and City agree that the provisions of this Article 6 shall survive Closing.

ARTICLE 7 REMEDIES

7.1 Default and Remedy. In the event of a default by either party hereunder, the non-defaulting party’s sole and exclusive remedy shall be to terminate this Agreement, in which event neither party shall have any further obligations hereunder (except as to those provisions which expressly survive the termination hereof) and this Agreement shall be null and void. The parties acknowledge and agree that the non-defaulting party shall have no right to sue for damages,

pursue specific performance or pursue any other remedy at law or in equity and, by executing below, knowingly and intentionally waive such rights.

ARTICLE 8 MISCELLANEOUS

8.1 Public Disclosure. Prior to Closing, any release to the public of information with respect to the donation contemplated herein or any matters set forth in this Agreement other than public filings required for the vacation of Berg Pkwy, for City's intended use of the Property or as required by the Oregon Public Records law will be made in the form and manner consistent with the legal requirements for Oregon Cities, as determined by City.

8.2 Assignment. City may not assign its rights under this Agreement without first obtaining Donor's written approval, which approval may be given or withheld in Donor's sole discretion. No transfer or assignment by City shall release or relieve City of its obligations hereunder.

8.3 Notices. Any notice, request or other communication (a "notice") required or permitted to be given hereunder shall be in writing and shall be delivered by hand or overnight courier (such as United Parcel Service or Federal Express) or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand or courier delivery, deposit with such overnight courier for next business day delivery, or deposit in the United States mail, but the time period (if any is provided herein) in which to respond to such notice shall commence on the date of hand or overnight courier delivery or on the date received following deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving at least five (5) days' prior written notice thereof, any party may from time to time and at any time change its mailing address hereunder. Any notice of any party may be given by such party's counsel.

The parties' respective addresses for notice purposes are as follows. Telecopy numbers are given for convenience of reference only. Notice by telecopy shall not be effective.

If to Donor: Plantore, LLC
 1017 SW Berg Pkwy
 Canby, OR 97013
 Attention: Don Jeskey

With a copy to:
Jordan Ramis, PC
2 Centerpointe Dr, Sixth Floor
Lake Oswego, OR 97035
Attention: Robert Koury

If to City: City of Canby

182 N. Holly St.
P.O. Box 930
Canby, OR 97013
Attention: Rick Robinson

8.4 Modifications. This Agreement cannot be changed orally, and no agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

8.5 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State of Oregon, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5:00 p.m., P.S.T.

8.6 Successors and Assigns. Subject to Section 8.2 hereof, the terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto.

8.7 Entire Agreement. This Agreement, including the Exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

8.8 Further Assurances. Each party agrees that it will, and without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. The provisions of this Section 8.8 shall survive Closing.

8.9 Counterparts. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement.

8.10 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

8.11 Applicable Law. This Agreement is governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of state of Oregon. Venue for any dispute is Clackamas County Circuit Court. This provision shall survive the Closing of the transaction contemplated by this Agreement.

8.12 No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Donor and

City only and are not for the benefit of any third party (except for a lender with a recorded security interest in Donor's real property), and accordingly, no third party (lender excepted) shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

8.13 No Joint Venture. This Agreement is not intended, nor shall it be deemed or construed to create a partnership or joint venture between Donor and City, nor to make Donor in any way responsible for the debts or obligations of City.

8.14 Captions. The section headings appearing in this Agreement are only for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection hereof.

8.15 Termination of Agreement. It is understood and agreed that if either City or Donor terminates this Agreement pursuant to a right of termination granted hereunder, such termination shall operate to relieve Donor and City from all obligations under this Agreement, except such obligations as are specifically stated herein to survive the termination of this Agreement.

8.16 Charitable Donation Representation. Subject to Section 1.4, City hereby acknowledges, agrees and represents that Donor is transferring the Property to City without the receipt of consideration of any kind, or any other direct or indirect benefit resulting thereby now and in the future from the transfer of the Property.

8.17 Right to Counsel; No Presumption Against Drafter. CITY EXPRESSLY ACKNOWLEDGES AND AGREES THAT CITY IS REPRESENTED BY COUNSEL IN CONNECTION WITH THE NEGOTIATION OF ITS AGREEMENT AND THE DONATION AND VACATION AND CLOSING CONTEMPLATED THEREIN. FURTHERMORE, CITY ACKNOWLEDGES THAT DONOR'S COUNSEL REPRESENTS DONOR'S INTERESTS ONLY, THAT NO ATTORNEY-CLIENT RELATIONSHIP HAS BEEN CREATED BETWEEN CITY AND SUCH COUNSEL, AND SUCH COUNSEL HAS NO FIDUCIARY DUTY TO CITY.

This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party drafting the document. It shall be construed neither for nor against Donor or City, but shall be given reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

DONOR

PLANTORE, LLC, a Delaware limited liability company

By: Thomas Masterson, President

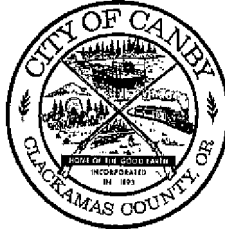
CITY

CITY OF CANBY, an Oregon municipal corporation

By: Rick Robinson, City Administrator

Approved as to form:

Joseph Lindsay, City Attorney



MEMORANDUM

DATE: NOVEMBER 21, 2014
TO: HONORABLE MAYOR HODSON AND CANBY CITY COUNCIL
FROM: HALEY FISH, FINANCE DIRECTOR
THROUGH: RICK ROBINSON, CITY ADMINISTRATOR
RE: SUPPLEMENTAL BUDGET RESOLUTION NO. 1206

ISSUE: Adoption of a Supplemental Budget and appropriating unanticipated funds for the 2014-2015 fiscal year.

SYNOPSIS: A supplemental budget is required when unanticipated revenues are received and the City wants to be able to spend or transfer them in the current fiscal year. The other changes in the supplemental budget are changes in appropriations from one budget category to another within the same fund. Such changes can be accomplished by a resolution transfer, but they can also be included in a supplemental budget. A separate resolution to appropriate unanticipated funds in the forfeiture fund is also proposed in accordance with ORS 294.338.

General Fund Administration

Personal services: an increase in expense has been proposed to recognize retirement payouts realized in the current year; payouts exceeded the balance dedicated to retirement and separation payments therefore the balance is being funded by general fund resources, no additional resources were dedicated to this contingency reserve due to budget constraints.

Materials and services: an increase in expense has been proposed to adjust for the timing of expense related to the City Administrator recruitment, additional legal expenses related to ongoing litigation, additional costs related to codification of city code and marketing expenses related to property held for sale as approved by the council.

Parks

Personal services: an increase in expense has been proposed in benefits in parks due to a variance between budgeted and actual personnel health care benefit elections

Materials and services: an increase in expense has been proposed to unexpected equipment maintenance costs.

Finance

Personal services: an increase in expense has been proposed in the amount of \$1,200 for part time help to produce meeting minutes consistent in form with other City departments.

Economic Development

Materials and services: an increase in expense and corresponding transfers from the URA have been proposed for grant and flower basket expenditures expected to occur in prior year that weren't realized until the current year.

Street Fund

Changes are proposed to make adjustments to the budget due to a variance in timing of when expenditures were expected to occur vs when they actually occurred and to adjust planned projects based on a change in the prioritization of projects. Cash carryover ended up lower than expected because more of the N Juniper reconstruction project and a majority of the street maintenance projects were completed in fiscal year 2014 instead of 2015, these projects are both complete therefore the budget was adjusted to the actual amounts expended plus \$15,000 for engineering related to planning the street maintenance projects to be completed next fiscal year. See updated street maintenance fee revenue and expense activity summarized by year and maintained since the inception of the program attached. Subsequent to the passage of the 2015 budget it was determined that the SW 4th avenue improvements were more of a priority then the NW 1st Avenue and NW Territorial Road improvements however I was able to retain the NW Territorial Road improvement project based on available resources; I prioritized this project over the 1st street improvements because there is a corresponding project budgeted for sewer collection improvements. Additionally urban forestry revenue and complimentary expenditures have been recognized based on actual revenue received to date.

Fleet Services Fund

The increase in capital outlay for the purchase of a flatbed truck budgeted in fiscal year 2014 but not completed until fiscal year 2015 and is funded by the corresponding excess in cash carryover.

Transit Fund

The increase in capital is for the estimated cost for land improvements, and first year purchase option related to the bus yard lease, approved by Council. The increase in personal services relates to an error in the PERS rates budgeted for some employees performing transit tax functions.

SDC Fund

Changes are proposed to adjust restricted balances for actual revenues and expenditures in prior year which affected year end transfers to close funds and establish restricted balances in this fund. See attached annual report prepared in accordance with ORS 223.311 which is now on file in the finance office.

Sewer Combined fund

Additional cash carryover is being recognized partially due to timing of expenditures budgeted to occur in FY2014 that were not realized until FY2015 and to offset part of the additional expenditures related to the 14-15 wastewater treatment plant improvements. The balance of additional costs not covered by the excess cash carryover recognized is being offset by the sewer projects reserve. The total project is now estimated to cost \$1,782,022, a variance of \$117,022 from what was originally estimated and budgeted over 2 fiscal years. The new estimate includes a \$50,000 contingency and \$71,400 in engineering expended in 2014. Adjustments also include increasing the equipment budget by \$1,500 for the net costs of trading in a trailer for a trailer that better meets the needs of departments.

RECOMMENDATION: Staff recommends that Council adopt Resolution No. 1206

ATTACHED: Resolution No. 1206

Street Maintenance Fee Activity Summarized by Year Since Inception of the Program

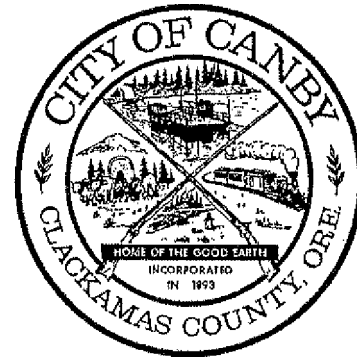
	08/09	09/10	10/11	11/12	12/13	13/14 Actual	14/15
Revenue							
Street Maintenance Fee							
(transfer in)	169,983	389,395	441,580	443,964	436,980	433,814	431,000
Local Gas Tax (transfer in)	178,875	256,000	268,753	206,687	199,528	185,151	195,000
Carryover		348,857	559,849	538,029	257,514	353,394	(54,006)
Total	348,857	994,252	1,270,181	1,188,680	894,023	972,359	571,994
 Expense							
420-420-431-7614	-	434,404	732,152	718,985	540,628	1,026,365	132,145 *
Other				212,180			28,000 ^
Total	-	434,404	732,152	931,165	540,628	1,026,365	160,145
 Balance	348,857	559,849	538,029	257,514	353,394	(54,006)	411,849

*actual 11/21/14 plus 15,000 planning for Fy16

^ portion of NW Territorial Road project that meets the street maintenance program allowable costs

System Development Charges

ANNUAL REPORT CONTINUED



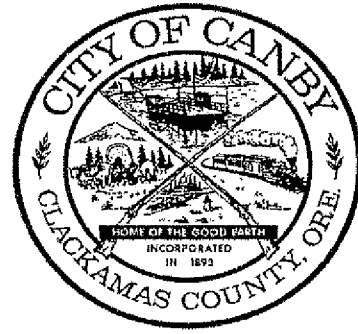
Wastewater SDC

Improvement balance 7/1/2013:	17,338
Reimbursement balance 7/1/2013:	-
Revenue:	
Improvement SDC	26,815
Reimbursement SDC	79,446
Expenditures:	
Improvement SDC Projects^	
Effluent Diffuser	59,724
Headworks Improvements	63,875
Total SDC expenditures	123,599
Improvement balance 7/1/2014:	-
Reimbursement balance 7/1/2014:	-

^ reimbursement SDC revenue can be used to fund improvement eligible projects.

Stormwater SDC

Improvement balance 7/1/2013:	-
Reimbursement balance 7/1/2013:	N/A
Revenue:	
Improvement SDC	11,950
Reimbursement SDC	N/A
Expenditures:	
Improvement SDC Projects	
Wastewater master plan	11,950
Reimbursement SDC Projects	N/A
Improvement balance 7/1/2014:	-
Reimbursement balance 7/1/2014:	N/A



System Development Charges

ANNUAL REPORT

In accordance with ORS 223.311 the City shall provide an annual accounting of revenue collected and amount spent on each project funded in whole or in part by SDC revenue.

For FY 2013-2014 the following was recognized:

TRANSPORTATION SDC

Improvement balance 7/1/2013:	524,026
Reimbursement balance 7/1/2013:	-
Revenue:	
Improvement SDC	117,657
Reimbursement SDC	22,638
Expenditures:	
Improvement SDC Projects	
None	-
Reimbursement SDC Projects	
N Juniper & NE 9th roadway improvements	22,638
Improvement balance 7/1/2014:	641,683
Reimbursement balance 7/1/2014:	-

PARKS SDC

Improvement balance 7/1/2013:	944,499
Reimbursement balance 7/1/2013:	N/A
Revenue:	
Improvement SDC	161,468
Reimbursement SDC	N/A
Expenditures:	
Improvement SDC Projects	
Willamette Wayside improvements	41,252
Northwoods Parks	242,398
Total Improvement SDC Expenditures	283,650
Reimbursement SDC Projects	N/A
Improvement balance 7/1/2014:	822,317
Reimbursement balance 7/1/2014:	N/A

RESOLUTION NO. 1206
A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET
FOR THE 2014-2015 FISCAL YEAR

WHEREAS, the City of Canby budget for the 2014-2015 fiscal year was adopted by the City Council at a regular meeting thereof on Wednesday, June 18, 2014; and

WHEREAS, the City of Canby has since received unanticipated revenues and a supplemental budget is required in order to expend those revenues; and

WHEREAS, in order to increase transfers from one fund to another fund a supplemental budget is required; and

WHEREAS, in order not to overspend appropriations in any category of expenditures, it is necessary to transfer appropriations within several funds from certain expenditure categories to other expenditure categories.

NOW THEREFORE, BE IT RESOLVED THAT:

Section 1. The following Supplemental Budget for the City of Canby for the 2014-2015 fiscal year is hereby adopted.

2014-2015 SUPPLEMENTAL BUDGET SUMMARY					
Fund/Department		Resources		Requirements	
GENERAL FUND					
	Cash Carryover	\$	102,118		
Administration				Materials & Services	\$ 39,300
				Personal Services	56,807
				Contingency	(31,063)
Parks				Materials & Services	28,000
				Personal Services	6,167
Finance				Personal Services	1,200
Economic Development	Transfer in		14,039	Materials & Services	15,746
	Total Resources	\$	116,157	Total Requirements	\$ 116,157
STREET FUND					
	Cash Carryover	\$	(230,144)	Contingency	\$ 197,071
	Fee Revenue		25,475	Materials & Services	25,475
	Grant Revenue		74,972	Capital	(352,881)
				Transfers	638
	Total Resources	\$	(129,697)	Total Requirements	\$ (129,697)
FLEET SERVICES FUND					
	Cash Carryover	\$	50,654	Capital	\$ 50,654
	Total Resources	\$	50,654	Total Requirements	\$ 50,654

TRANSIT FUND			Personal Services	\$	2,049	
			Capital		150,000	
			Contingency		(152,049)	
			Total Requirements	\$	-	
SEWER COMBINED FUND	Cash Carryover	\$	129,706	Capital	\$	129,706
	Total Resources	\$	129,706	Total Requirements	\$	129,706
SDC FUND	Cash Carryover	\$	(181,494)	Capital	\$	(180,865)
	Transfers		638			
	Total Resources	\$	(180,856)	Total Requirements	\$	(180,865)

This resolution shall take effect on December 3, 2014.

ADOPTED by the Canby City Council at a regular meeting thereof on December 3, 2014.

Brian Hodson, Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

ORDINANCE NO. 1405

AN ORDINANCE ACCEPTING THE RESULTS OF NOVEMBER 4, 2014 ELECTION, PROCLAIMING ANNEXATION INTO THE CITY OF CANBY, OREGON OF 4.62 ACRES INCLUDING 4.47 ACRES OF REAL PROPERTY DESCRIBED AS TAX LOT 2600 OF TAX MAP 3-1E-27C AND 0.15 ACRES ADJACENT TO NORTH PINE STREET RIGHT-OF-WAY AND AMENDING THE ZONING FROM RURAL RESIDENTIAL FARM FOREST (RRFF-5) TO LOW DENSITY RESIDENTIAL (R-1) AND SETTING THE BOUNDARIES OF THE PROPERTY TO BE INCLUDED WITHIN THE CITY LIMITS.

WHEREAS, on November 4, 2014, at a general election, the voters of the City of Canby approved by a vote of 4,373 to 1,657, Measure No. 3-453 which called for the annexation of 4.62 acres into the City of Canby. Clackamas County Elections Department certified the above election results as accurate on November 24, 2014. Applicant and owners of the annexed property is Ray Franz and Connie Vicker, of tax lot 2600 of Tax Map 3-1E-27C and one-half of the adjacent right-of-way located on the east side of N Pine Street. A complete legal description of the tax lot and adjacent right-of-way is attached hereto as Exhibit "A", and a map showing the location of the tax lot and adjacent right-of-way is attached hereto as Exhibit "B" and by this reference are all incorporated herein; and

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

WHEREAS, the zoning of the annexed land shall be designated as R-1 Low Density Residential, which conforms with the Canby Comprehensive Plan, and such zoning shall be indicated on the official zoning map for the City of Canby; and

WHEREAS, an application was filed with the City by Ray Franz and Connie Vicker to change the zoning of one parcel and one-half the adjacent right-of-way totaling 4.62 acres Rural Residential Farm Forest (RRFF-5) to Low Density Residential (R-1); and

WHEREAS, a public hearing was conducted by the Canby Planning Commission on March 26, 2007 after public notices were mailed, posted and printed in the Canby Herald, as required by law; and

WHEREAS, the Canby Planning Commission heard and considered testimony regarding the annexation and accompanying zone change at a public hearing on June 9, 2014 and at the conclusion of the public hearing, the Planning Commission voted 5-0 to recommend that the City Council approve the applications. The written Findings, Conclusions and Order was approved by the Planning Commission and forwarded to the Council with its recommendation; and

WHEREAS, the Canby City Council considered the matter and the recommendation of the

Planning Commission following a public hearing held at its regular meeting on July 16, 2014; and

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

WHEREAS, the written Findings, Conclusions and Order was approved by the City Council on August 6, 2014; and

WHEREAS, notice of ballot title was received from the City Attorney on July 17, 2014 and forwarded by City Recorder for publication in Canby Herald for elector review on July 23, 2014; and

WHEREAS, Resolution No. 1197 was adopted by the Canby City Council on August 20, 2014 authorizing and directing the City Recorder to certify to the Clackamas County Clerk a measure referring to the electorate this proposed annexation and to send a Measure Explanatory Statement for the Voter's Pamphlet and all other necessary acts to place the matter before the voters of the City of Canby for the November 4, 2014 election; and

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

Section 1. That the Election Results as set forth in the abstract dated November 24, 2014, are official and accepted by the Council of Canby.

Section 2. It is hereby proclaimed by the Council of Canby that 4.62 acres of property described in Exhibit "A" and shown on Exhibit "B" is annexed into the corporate limits of the City of Canby, Oregon. Said boundaries of the property are set by the legal descriptions set forth in Exhibit "A".

Section 3. The annexed land shall be rezoned from the county Rural Residential Farm Forest (RRFF-5) to city Low Density Residential (R-1) as called for in Canby's Comprehensive Plan and the Mayor, attested by the City Recorder, is hereby authorized and directed to have the zone change made to the official zoning map for the City of Canby.

SUBMITTED to the Council and read the first time at a regular meeting thereof on December 3, 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 January 7, 2015, commencing at the hour of 7:30 PM at the Council Meeting 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 January 7, 2015 by the following vote:

YEAS _____ NAYS _____

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder



Harper
Houf Peterson
Righellis Inc.

Exhibit "A"

LEGAL DESCRIPTION
VICKERS – SXE-09
LEGAL DESCRIPTION FOR ANNEXATION
January 24, 2014
Page 1 OF 1

LEGAL DESCRIPTION FOR ANNEXATION (VICKERS):

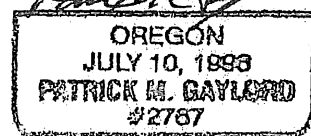
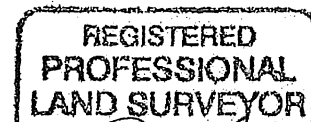
A PORTION OF LOT 76, CANBY GARDENS, PLAT NO. 230, IN THE SOUTHWEST ONE QUARTER OF SECTION 27, T3S, R1E, W.M., CITY OF CANBY, STATE OF OREGON MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 76, CANBY GARDENS AND THE WEST RIGHT-OF-WAY LINE OF THE MOLALLA FOREST ROAD, 50 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 76; THENCE ALONG THE SOUTH LINE OF THE SAID LOT, NORTH 89°56'10" WEST 589.98 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH PINE STREET, COUNTY ROAD NO. 2580; THENCE ALONG THE SAID RIGHT OF WAY LINE, NORTH 00°01'33" WEST 329.82 FEET TO A POINT ON THE NORTH LINE OF LOT 76; THENCE ALONG THE SAID NORTH LINE, SOUTH 89°56'45" EAST 589.96 FEET TO A POINT ON THE SAID WEST RIGHT-OF-WAY OF THE MOLALLA FOREST ROAD; THENCE ALONG THE SAID WEST RIGHT OF WAY LINE, SOUTH 00°01'43" EAST 329.92 FEET TO THE POINT OF BEGINNING. CONTAINING 4.47 ACRES MORE OR LESS.

TOGETHER WITH THE EAST ONE HALF OF NORTH PINE STREET, COUNTY ROAD NO. 2580, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 76, CANBY GARDENS AND THE WEST RIGHT-OF-WAY LINE OF THE MOLALLA FOREST ROAD, 50 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 76; THENCE ALONG THE SOUTH LINE OF THE SAID LOT, NORTH 89°56'10" WEST 589.98 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH PINE STREET, COUNTY ROAD NO. 2580 AND THE TRUE POINT OF BEGINNING; THENCE NORTH 89°56'10" WEST 20.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 76, BEING ALSO A POINT ON THE CENTERLINE OF NORTH PINE STREET; THENCE ALONG THE WEST LINE OF THE SAID LOT AND THE SAID STREET CENTERLINE, NORTH 00°01'33" WEST 329.81 FEET TO THE NORTHWEST CORNER OF THE SAID LOT; THENCE ALONG THE NORTH LINE OF SAID LOT 76, SOUTH 89°56'45" EAST 20.00 FEET TO THE NORTHWEST CORNER OF THE HEREIN ABOVE DESCRIBED TRACT OF LAND; THENCE LEAVING THE NORTH LINE OF LOT 76 ALONG THE EAST RIGHT-OF-WAY LINE OF NORTH PINE STREET SOUTH 00°01'33" EAST 329.82 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 0.15 ACRES MORE OR LESS.

THE COMBINED AREAS TALLING 4.62 ACRES MORE OR LESS.



Renewed through 6/30/2015

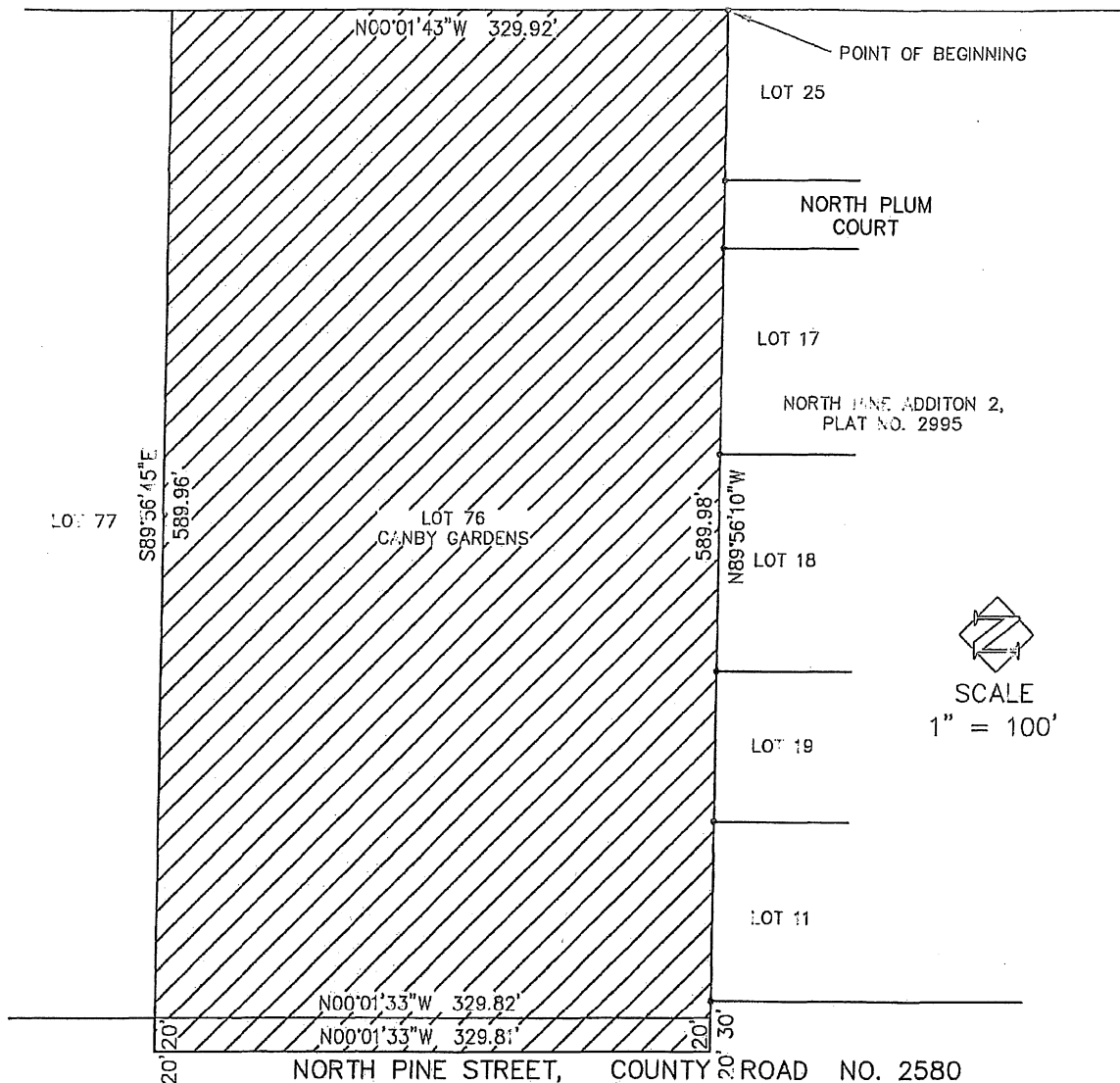
EXHIBIT "B"

VICKERS ANNEXATION

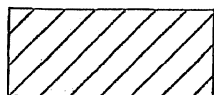
POSTLEWAIT ESTATES,
PHASE 2

POSTLEWAIT ESTATES

 MOLLALA FOREST ROAD



LEGEND



PROPOSED ANNEXATION
± 4.62 ACRES

SEE ATTACHED
LEGAL DESCRIPTION



Harper
Houf Peterson
Righellis Inc.

ENGINEERS PLANNERS
LANDSCAPE ARCHITECTS SURVEYORS

205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

SXE-09 JTH 01/21/2014 PAGE 1 OF 1

ORDINANCE NO. 1406

AN ORDINANCE ACCEPTING THE RESULTS OF NOVEMBER 4, 2014 ELECTION, PROCLAIMING ANNEXATION INTO THE CITY OF CANBY, OREGON 32.1 ACRES INCLUDING 31.6 ACRES OF REAL PROPERTY DESCRIBED AS TAX LOTS 400, 500, 600, 700, AND 800 OF SECTION 3, T4S, R1E, WM (ASSESSOR TAX MAP 4-1E-03 AND 0.5 ACRES OF ADJACENT SE 13TH AVENUE RIGHT-OF-WAY AND AMENDING THE ZONING FROM COUNTY EXCLUSIVE FARM USE (EFU) TO CITY LOW DENSITY RESIDENTIAL (R-1) FOR TAX LOT 700 AND 800 AND MEDIUM DENSITY RESIDENTIAL (R 1.5) FOR TAX LOT 400, 500, AND 600 AND SETTING THE BOUNDARIES OF THE PROPERTY TO BE INCLUDED WITHIN THE CITY LIMITS.

WHEREAS, on November 4, 2014, at a general election, the voters of the City of Canby approved by a vote of 3,918 to 2,057, Measure No. 3-454 which called for the annexation of 32.1 acres into the City of Canby. Clackamas County Elections Department certified the above election results as accurate on November 24, 2014. Applicant and owners of the annexed property is Daniel and Mary Stoller of tax lot 400, Geraldine Marcum of tax lot 500, Jerry and Cynthia Rice of tax lot 600, Ralph Netter of tax lot 700, and Hugh and Roberta Boyle of tax lot 800 of Section 3, T4S R1E WM (Assessor Map 4-1E-03) and one-half of the adjacent right-of-way located on the north side of SE 13th Avenue. A complete legal description of the tax lots and adjacent right-of-way is attached hereto as Exhibit "A", and a map showing the location of the tax lots and adjacent right-of-way is attached hereto as Exhibit "B" and by this reference are all incorporated herein; and

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

WHEREAS, the zoning of the annexed land shall be designated as R-1 Low Density Residential for tax lots 700 and 800, and R 1.5 Medium Density Residential for tax lots 400, 500, and 600 which conforms with the Canby Comprehensive Plan, and such zoning shall be indicated on the official zoning map for the City of Canby; and

WHEREAS, an application was filed with the City by the applicant/owners listed above to change the zoning of five parcels and one-half the adjacent right-of-way totaling 32.1 acres from Exclusive Farm Use (EFU) to Low Density Residential (R-1), and Medium Density Residential (R 1.5); and

WHEREAS, a public hearing was conducted by the Canby Planning Commission on March 26, 2007 after public notices were mailed, posted and printed in the Canby Herald, as required by law; and

WHEREAS, the Canby Planning Commission heard and considered testimony regarding the annexation and accompanying zone change at a public hearing on June 9, 2014 and at the conclusion of the public hearing, the Planning Commission voted 5-0 to recommend that the City Council approve the applications. The written Findings, Conclusions and Order was approved by the Planning Commission and forwarded to the Council with its recommendation; and

WHEREAS, the Canby City Council considered the matter and the recommendation of the Planning Commission following a public hearing held at its regular meeting on July 16, 2014; and

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

WHEREAS, the written Findings, Conclusions and Order was approved by the City Council on August 6, 2014; and

WHEREAS, notice of ballot title was received from the City Attorney on July 17, 2014 and forwarded by City Recorder for publication in Canby Herald for elector review July 23, 2014; and

WHEREAS, Resolution No. 1197 was adopted by the Canby City Council on August 20, 2014 authorizing and directing the City Recorder to certify to the Clackamas County Clerk a measure referring to the electorate this proposed annexation and to send a Measure Explanatory Statement for the Voter's Pamphlet and all other necessary acts to place the matter before the voters of the City of Canby for the November 4, 2014 election; and

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

Section 1. That the Election Results as set forth in the abstract dated November 24, 2014, are official and accepted by the Council of Canby.

Section 2. It is hereby proclaimed by the Council of Canby that 32.1 acres of property described in Exhibit "A" and shown on Exhibit "B" is annexed into the corporate limits of the City of Canby, Oregon. Said boundaries of the property are set by the legal descriptions set forth in Exhibit "A".

Section 3. The annexed land shall be rezoned from the county Exclusive Farm Use (EFU) to city Low Density Residential (R-1) and Medium Density Residential (R 1.5) as called for in Canby's Comprehensive Plan and the Mayor, attested by the City Recorder, is hereby authorized and directed to have the zone change made to the official zoning map for the City of Canby.

SUBMITTED to the Council and read the first time at a regular meeting thereof on December 3, 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 January 7, 2015, commencing at the hour of 7:30 PM at the Council Meeting 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 January 7, 2015 by the following vote:

YEAS _____ NAYS _____

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

Griffin Land Surveying Inc.

6107 SW Murray Blvd. #409 – Beaverton, OR. 97008

Office: (503)201-3116

February 28, 2014

SE 13th Avenue Property Owners

Project: 0533

Exhibit "A"

Total Property Description

Tax Lots 400, 500, 600, 700, 800 Map 41E03

Clackamas County, Oregon

A tract of land situated in the Northeast 1/4 of Section 3, Township 4 South, Range 1 East, Willamette Meridian, in the County of Multnomah, State of Oregon, being more particularly described as follows:

Commencing at the center of said Section 3; thence N 0°22'35" E, 20.00 feet to the North right of way line of SE 13th Avenue and the Point of Beginning; thence continuing N 0°22'35" E along the East line of "FAIST ADDITION", a subdivision filed in Clackamas County Plat Records, 866.17 feet to the Southwest corner of that tract described by Deed to Canby School District No. 86, recorded in Document No. 2005-043347, Clackamas County Records; thence N 89°53'27" E along the South line of said Canby School District tract, 495.46 feet to the Southeast corner thereof; thence N 0°19'00" E along the East line of said Canby School District tract, 439.89 feet to the South line of Parcel 1, Partition Plat No. 1993-55, Clackamas County Plat Records; thence N 89°53'25" E along the South line of said Parcel 1, 681.28 feet to the Southeast corner thereof; thence S 24°25'26" E along the East line of that tract described by Deed to Daniel J. Stoller, et ux, recorded in Document No. 85-10970, Clackamas County Records, 196.73 feet; thence S 0°16'17" W continuing along the East line of said Stoller tract, 878.72 feet to a 1/2" Iron Pipe at the Northeast corner of that tract described by Deed to Kelly Herrod, recorded in Document No. 2013-052847, Clackamas County Records; thence S 89°41'05" W along the North line of said Herrod tract, 175.48 feet to a 3/4" Iron Pipe at the Northwest corner thereof; thence S 0°21'11" W along the West line of said Herrod tract, 247.39 feet to a 3/4" Iron Pipe at the Southwest corner thereof, being on the North right of way line of said SE 13th Avenue; thence S 89°53'18" W along said North right of way line being 20.00 feet, when measured at right angles, from the centerline, 1085.04 feet to the point of beginning.

Contains 31.60 acres.



Griffin Land Surveying Inc.

6107 SW Murray Blvd. #409 – Beaverton, OR. 97008

Office: (503)201-3116

February 28, 2014

SE 13th Avenue Property Owners

Project: 0533

Exhibit "A"

SE 13th Avenue Right of Way Description

Map 41E03

Clackamas County, Oregon

A tract of land situated in the Northeast 1/4 of Section 3, Township 4 South, Range 1 East, Willamette Meridian, in the County of Multnomah, State of Oregon, being more particularly described as follows:

Beginning at the center of said Section 3; thence N 0°22'35" E, 20.00 feet to the North right of way line of SE 13th Avenue; thence N 89°53'18" E along said North right of way line being 20.00 feet, when measured at right angles, from the centerline, 1085.04 feet to the Southwest corner of that tract described by Deed to Kelly Herrod, recorded in Document No. 2013-052847, Clackamas County Records; thence S 0°21'11" W, 20.00 feet to the centerline of said SE 13th Avenue; thence S 89°53'18" W along said centerline, 1085.05 feet to the point of beginning.

Contains 21,701 square feet.

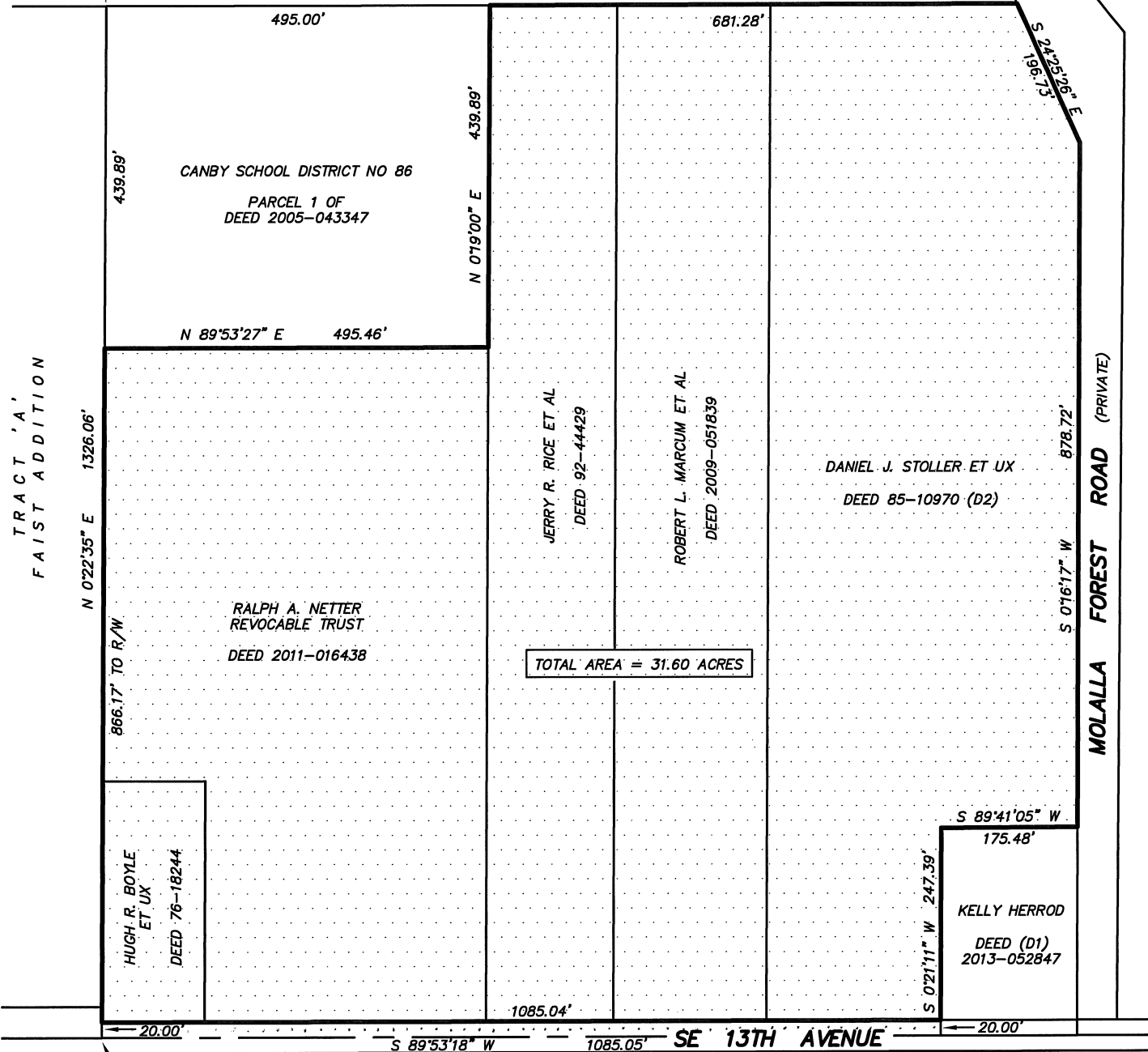


Exhibit "B"

PARCEL 1

PARTITION PLAT NO, 1993-55

N 89°53'25" E



CENTER OF
SECTION 3

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Frank A. J.

OREGON
JULY 26, 1985
KENNETH D. GRIFFIN
2147

RENEWS: 6/30/15

GRIFFIN LAND SURVEYING INC.

6107 SW MURRAY BLVD. #409
BEAVERTON, OR. 97008

(503) 201-3116
City Council Packet Page 44 of 58

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.

2nd 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

2nd Reading

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	BIOSEDIDS 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. 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

2nd Reading

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

2nd Reading

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

2nd Reading

Management Team Meeting Minutes
November 17, 2014
2:00 PM
City Hall Conference Room

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

Kim Scheafer

- Reviewed Agenda for December 3 CC. Packet deadline is noon this Friday.
- No items for a December 10 URA Mtg.
- Cancellation of the December 17 CC Meeting will be on the December 3 Agenda
- Cookie Contest is Monday, December 15

Amanda Zeiber

- URA approved Project Manager contract with Lenore LLC
- RFP will be going out for an architect
- Holiday lunch is on December 11

Bret Smith

- Measure 91 goes into effect July 1. Meetings are being held on how to deal with the impacts.
- Fleet did a great job getting studded tires on the vehicles last week

Renate Mengelberg

- Health Summit was a great success
- Canby Development Opportunities Open House is November 19 from 2-4 PM
- A GIS volunteer will be starting soon

Bryan Brown

- Dave Epling started last week as the new Associate Planner
- A Subdivision on the north side of town is being contemplated
- Receiving inquiries regarding vacant residential tracks of land
- Meeting is being held this week regarding the Redwood master plan

Eric Laitinen

- Winter schedule started yesterday
- Special public swims will be held next week

Melissa Kelly

- Working with Canby Telcom to get new WiFi working
- Working on a digital sign proposal
- Library Board is working on a strategic plan
- Library Directors are working on doing countywide marketing and promotions
- National Library Week is in April. Working on canned food for fines promotion.

Julie Wehling

- Transit Advisory Committee is meeting Thursday
- Working on an ODOT committee to develop a guide book on Transit Master Planning. It should be out in May.
- Transit Open House is December 15

Rick Robinson

- Management Team is encouraged to reach out to Tracie Heidt and talk about their programs/departments
- Five trees will be lit in Wait Park this year along with the ground displays

Minutes taken by Kim Scheafer