



## AGENDA

### CANBY CITY COUNCIL REGULAR MEETING

June 19, 2013

7:30 PM

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

*Mayor Brian Hodson*

*Council President Tim Dale*  
*Councilor Richard Ares*  
*Councilor Clint Coleman*

*Councilor Traci Hensley*  
*Councilor Greg Parker*  
*Councilor Ken Rider*

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### 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 discuss the performance evaluation guidelines and process for the City Administrator, City Attorney, and Municipal Court Judge.

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### CITY COUNCIL REGULAR MEETING

**1. CALL TO ORDER**

- A. Pledge of Allegiance and Moment of Silence
- B. Fill-the-Boot Day Proclamation

Pg. 1

**2. COMMUNICATIONS**

**3. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS**

*(This is an opportunity for visitors to address the City Council on items not on the agenda. It is also the time to address items that are on the agenda but not scheduled for a public hearing. Each citizen will be given 3 minutes to give testimony. Citizens are first required to fill out a testimony/comment card prior to speaking and hand it to the City Recorder. These forms are available by the sign-in podium. Staff and the City Council will make every effort to respond to questions raised during citizens input before tonight's meeting ends or as quickly as possible thereafter.)*

**4. MAYOR'S BUSINESS**

**5. COUNCILOR COMMENTS & LIAISON REPORTS**

**6. CONSENT AGENDA**

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

- A. Approval of Minutes of the June 5, 2013 City Council Work Session and Regular Meeting

B. Appointment to Library Board Pg. 2

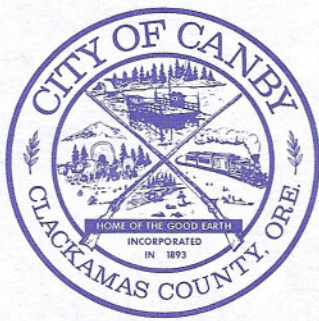
C. Reappointment to Bike & Pedestrian Committee Pg. 3

D. New Outlet Limited On-Premises Sales Liquor License for Frack Burger Pg. 4

- 7. PUBLIC HEARINGS**
  - A. State Revenue Sharing Funds Pg. 15
  - B. 2013-2014 FY Budget as Approved by Budget Committee Pg. 17
  - C. 2012-2013 FY Supplemental Budget Pg. 22
  
- 8. RESOLUTIONS & ORDINANCES**
  - A. Res. 1160, Adopting an Interagency Agreement with Canby Swim Club, Inc. Pg. 6
  - B. Res. 1161, Verifying City Has Met Requirements to Receive State-Shared Revenue Money Pg. 15
  - C. Res. 1162, Adopting Budget, Making Appropriations and Imposing and Categorizing Tax for the 2013-2014 FY Pg. 17
  - D. Res. 1163, Adopting Supplemental Budget for the 2012-2013 FY Pg. 22
  - E. Res. 1164, Closing the Library Endowment Fund and Depositing It's Ending Balance into the Library Fund to be Restricted to be Used on the New Library Project Pg. 26
  - F. Res. 1165, Classifying the Fleet Services Fund and the Tech Services Fund as Internal Service Funds Pg. 28
  - G. Res. 1166, Declaring City's Election to Receive State Revenue for the 2013-2014 FY Pg. 30
  - H. Res. 1167, Adopting Updates to the City of Canby Addendum to the Clackamas County Multi-Jurisdiction Natural Hazards Mitigation Plan Pg. 32
  - I. Res. 1168, Closing Three City Funds and Depositing Their Ending Balances into the General Fund Pg. 44
  - J. Res. 1169, Authorizing an IGA for the Loaning of Money from the City of Canby to the Urban Renewal Agency and Pledging of Tax Increment Revenues Pg. 46
  - K. Ord. 1377, Authorizing Amended Contract with Kintechnology Inc. to Continue to Provide Computer Technical Services for the City of Canby (**2<sup>nd</sup> Reading**) Pg. 56
  - L. Ord. 1379, Authorizing a Contract with C.R. Woods Trucking in the Amount of \$229,800.50 for Construction of the Northwood Park Project (**2<sup>nd</sup> Reading**) Pg. 65
  - M. Ord. 1382, Authorizing Contract with Heard Farms for Wastewater Sludge Removal (**2<sup>nd</sup> Reading**) Pg. 77
  
- 9. NEW BUSINESS**
  - A. Cancellation of July 3, 2013 City Council Meeting
  
- 10. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS**
  
- 11. CITIZEN INPUT**
  
- 12. ACTION REVIEW**
  
- 13. EXECUTIVE SESSION: ORS 192.660(2)(h) Pending Litigation**
  
- 14. ADJOURN**

\*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Kim Scheafer, 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](http://www.ci.canby.or.us). City Council and Planning Commission Meetings are broadcast live and can be viewed on OCTS Channel 5. For a schedule of the playback times, please call 503.263.6287.





Office of the Mayor

# Proclamation

## Canby Fire District #62 "Fill-the-Boot" Day

WHEREAS, Canby Fire District #62 has been working with the Muscular Dystrophy Association in their fight against neuromuscular disease; and

WHEREAS, "Fill-the-Boot" is an opportunity for Oregon firefighters to ask community members to drop donations into their fire boots to help local families served by MDA in the state. This year marks the 59<sup>th</sup> anniversary of the partnership between firefighters and MDA in the fight against muscle wasting diseases; and

WHEREAS, Canby Fire District #62 has spent many hours collecting money on the streets for this campaign; and

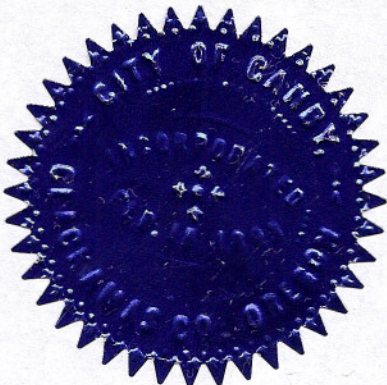
WHEREAS, firefighters, locally and nationally, are the largest contributors to the MDA. Canby Firefighters collected \$6,000 in 2012 to help in the fight against the 43 different types of neuromuscular diseases.

NOW, THEREFORE, I, Brian Hodson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim Saturday, July 27, 2013 as:

### Canby Fire District #62 "Fill-the-Boot" Day for the City of Canby

Given unto my hand this 19<sup>th</sup> day of June 2013

Brian Hodson  
Mayor





CITY OF CANBY  
APPLICATION  
BOARD/COMMITTEES/COMMISSIONS/COUNCIL

Date: 19 MAY 2013

Name: LINDA D. WARWICK Occupation: RETIRED COLLEGE INSTRUCTOR

Home Address: CANBY, OR 97013

Employer: Position:

Daytime Phone: MOBILE Evening Phone:

E-Mail Address:

For which position are you applying? MEMBER, LIBRARY BOARD

What are your community interests (committees, organizations, special activities)? PRESIDENT FRIENDS OF THE LIBRARY, VOLUNTEER AT CANBY LIBRARY, CHAIR BOOK GROUP AT WVCC, WORSHIP COMMITTEE LAKE OSWEGOO UCC.

Experience and educational background: MA in ENGLISH, UNIVERSITY OF UTAH, INSTRUCTOR IN ENGLISH SOUTH DAKOTA SCHOOL OF MINES, INSTRUCTOR IN ENGLISH AND ESL PORTLAND COMMUNITY COLLEGE (25 YEARS), CHAIR ENGLISH DEPT FCC, CHAIR TEACHING-LEARNING CTR FCC, CHAIR ART BEAT FCC

Reason for your interest in this position: I BELIEVE THE LIBRARY IS A VITAL PART OF THE EDUCATIONAL SYSTEM IN THE CITY IT SERVES. I'M INTERESTED IN HELPING OUR LIBRARY CONTINUE TO SERVE CANBY THROUGH PROVIDING EXCELLENT PROGRAMMING AND ACCESS TO BOOKS, COMPUTERS, AND TOOLS FOR RESEARCH.

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

Information on any special membership requirements:

Referred by (if applicable):

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

THANK YOU FOR YOUR WILLINGNESS TO SERVE CANBY

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

Phone: 503.266.4021 Fax: 503.266.7961 Email: Scheaferk@ci.canby.or.us

RECEIVED  
MAY 21 2013  
CITY OF CANBY

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. 12-4-07

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

Date: May 26, 2013  
Name: Sharon Trimble Occupation: Substitute teacher  
Home Address: Street Canby, OR 97013  
Employer: Various school districts Position: Substitute teacher  
Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
For which position are you applying? Bike and Pedestrian Committee

What are your community interests (committees, organizations, special activities)?  
Bike riding walking parades, kids bike safety, Girl Scouts, "PTA" @ BPMS ("PTSA")  
First aid,

Experience and educational background: I've taught bicycle safety to kids at Eccles, lots of first aid classes  
most recently Wilderness First Responder

Reason for your interest in this position: Continuing on with people I like and topics I care about

List any other City or County positions on which you serve or have served:  
Bike and Ped Committee

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

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

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

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

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

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


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.

**RECEIVED**  
**JUN 03 2013**  
**CITY OF CANBY**

1-4-13

# Memo

To: Mayor Hodson & Members of City Council  
From: Bret J. Smith, Chief of Police  
CC: Kim Scheafer, City Recorder  
Date: May 29, 2013  
Re: Liquor License Application / Frack Burger



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I have reviewed the attached liquor license application completed by the applicant, James Frackowiak, for business Frack Burger, located at 919 SW Fourth Ave, Canby, Oregon, 97013.

On this date, I spoke with applicant James Frackowiak (Business Owner) and we discussed the laws involving the sale of alcoholic beverages. He told me he will work with OLCC regarding the necessary training of his employees so that they understand the laws when serving alcoholic beverages and the consequences for failure to comply with the rules as set forth by Oregon State law.

He said Jason McWain (General Manager), Bill Park (HR person) and he will be responsible for training the employees.

It is my recommendation that the Canby City Council approve this application.



# OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

PD 5/24/13  
\$100.00  
V# 2838  
✓

Application is being made for:

### LICENSE TYPES

- Full On-Premises Sales (\$402.60/yr)
  - Commercial Establishment
  - Caterer
  - Passenger Carrier
  - Other Public Location
  - Private Club
- Limited On-Premises Sales (\$202.60/yr)
- Off-Premises Sales (\$100/yr)
  - with Fuel Pumps
- Brewery Public House (\$252.60)
- Winery (\$250/yr)
- Other: \_\_\_\_\_

### ACTIONS

- Change Ownership
- New Outlet
- Greater Privilege
- Additional Privilege
- Other \_\_\_\_\_

### 90-DAY AUTHORITY

Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

### APPLYING AS:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

### CITY AND COUNTY USE ONLY

Date application received: 5-24-13

The City Council or County Commission:

City of Canby  
(name of city or county)

recommends that this license be:

- Granted
- Denied

By: \_\_\_\_\_  
(signature) (date)

Name: Brian Hodson

Title: MAYOR

### OLCC USE ONLY

Application Rec'd by: PR

Date: 5-15-13

90-day authority:  Yes  No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① Plan-it Financial, inc. ③ \_\_\_\_\_

② \_\_\_\_\_ ④ \_\_\_\_\_

2. Trade Name (dba): Frack Burger

3. Business Location: 919 SW 4th Avenue, Canby, OR 97013  
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: \_\_\_\_\_  
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 503-266-7654 (restaurant), \_\_\_\_\_  
(phone) (fax)

6. Is the business at this location currently licensed by OLCC?  Yes  No

7. If yes to whom: n/a Type of License: n/a

8. Former Business Name: n/a

9. Will you have a manager?  Yes  No Name: Jason A. McWain  
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Canby, OR  
(name of city or county)

11. Contact person for this application: Jason A. McWain  
(name) (phone number(s))

5: \_\_\_\_\_  
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [Signature] Date 04/23/2013 ③ \_\_\_\_\_ Date \_\_\_\_\_

② \_\_\_\_\_ Date 5/1/13 ④ \_\_\_\_\_ Date \_\_\_\_\_

RECEIVED

MAY 15 2013

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

**DATE:** May 10, 2013  
**TO:** Honorable Mayor Hodson and City Council  
**FROM:** Eric Laitinen, Aquatic Program Manager  
**CC:** Greg Ellis, City Administrator  
**RE:** A RESOLUTION FOR ANNUAL CONTRACT BETWEEN THE  
CANBY SWIM CENTER AND THE CANBY SWIM CLUB.

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Issue: Annual renewal of contract

Background: The Canby Swim Center and the Canby Swim Club has had a contract for pool space and we would like to continue this agreement for 2013-2014.

Recommendation: Staff recommends that the council approve Resolution 1105, which formally adopts the contract between the Canby Swim Center and the Canby Swim Club with no changes this year. As we have not changed any of our other fees for the 2013-2014 year, we would like to continue the contract at the same rate.

Fiscal Impact: The Canby Swim Center will receive \$15,885 for rental of pool space, \$200 for use of the copy machine. The Canby Swim Club will pay for lifeguards during any swimming meets or other events.

Attached: Resolution No. 1160



**RESOLUTION NO. 1160**

**A RESOLUTION ADOPTING AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF CANBY AND THE CANBY SWIM CLUB, INC.**

**WHEREAS**, the City of Canby and the Canby Swim Club, Inc., wish to enter into an Interagency Agreement for the purpose of establishing terms and conditions between the two entities to provide to Canby area competitive swimmers a service utilizing the Canby Swim Center, a City owned facility, and

**WHEREAS**, the Canby City Council believes it is in the best interests of the citizens of Canby to enter into such an Agreement, now therefore

**IT IS HEREBY RESOLVED** by the City of Canby Council as follows:

1. That the attached Interagency Agreement, marked as Exhibit "A" and by this reference incorporated herein, by and between the City of Canby and the Canby Swim Club, Inc. is hereby adopted. The Mayor is authorized to sign the Interagency Agreement on behalf of the City.
2. This resolution shall take effect on June 19, 2013.

ADOPTED this 19<sup>th</sup> day of June, 2013, by the Canby City Council.

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Brian Hodson  
Mayor

ATTEST:

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Kimberly Scheafer, MMC  
City Recorder

## CITY OF CANBY

### INTERAGENCY AGREEMENT

This agreement is entered into between the CITY OF CANBY, hereinafter referred to as "CITY", a municipal corporation, and Canby Swim Club, Inc., hereinafter called "SERVICE AGENCY". This agreement is made and entered into between these parties on the date of the latest of the signatures hereto.

The purpose of this Agreement is to enable the SERVICE AGENCY to provide services for CITY citizens as described below:

#### I. SCOPE OF SERVICES:

##### A. SERVICE AGENCY SHALL:

1. Provide training and coaching of competitive swimming to Canby area youth, utilizing the Canby Swim Center, a CITY owned facility, in accordance with the SERVICE AGENCY by-laws, written policies and this AGREEMENT.
2. Compensate the CITY for use of the Canby Swim Center to offset facility maintenance costs and loss of pool time for other revenue-producing activities according to the addendum "Attachment A". Attachment A is provided annually at the conclusion of the City budget process and may be amended by the City upon sixty (60) days notice only in the event of a serious budget crisis; otherwise it is in effect unless and until the budget process amends it.
3. Honor all Canby Swim Center written rules and policies regarding the use of the Canby Swim Center office and facility during practices and meets.
4. Compensate the CITY for half of the maintenance contract for the copier in the Swim Center office. See "Attachment A" for the current cost.
5. Compensate the CITY for any extra times beyond what is described in this agreement when the SERVICE AGENCY will use the Canby Swim Center. Such extra time will only be available when the Swim Center is not already scheduled for public use. See "Attachment A" for current rates.
6. Provide two lifeguards at every swim meet, either by hiring the guards privately or compensating the CITY for said guards. All lifeguards are subject to approval by Swim Center staff. Wage information for the guards is determined through the annual budget process. See "Attachment A" for the current wage information.

a) At no time shall SERVICE AGENCY representatives be in the facility without a member of the Swim Center Staff.

7. Provide Canby Swim Center staff with a schedule of SERVICE AGENCY events sixty (60) days in advance.

**B. CITY SHALL:**

1. Maintain and schedule the Canby Swim Center facility in such a fashion that the broadest spectrum of the community can use and enjoy its programs.

2. Guarantee SERVICE AGENCY use of the facility for practices and competitions as detailed in "Attachment A". The cost for running meets will be the cost of two lifeguards and any resulting clean-up costs. All events must be scheduled with Swim Center management staff sixty (60) days in advance. Any and all pool time beyond the above schedule will be purchased by the SERVICE AGENCY at rates described in "Attachment A", which is updated with each budget year to cover CITY costs.

3. Allow authorized SERVICE AGENCY personnel use of the pool office during Swim Meets only.

4. Provide storage and display space as outlined in "Attachment A".

5. Maintain the facility in a safe, professional, and healthful fashion.

6. Meet monthly with SERVICE AGENCY members to ensure that any problems are resolved quickly, to effect the best possible communication, and to address common concerns and work together to improve the ability of both parties to serve their constituents.

7. Make every effort to schedule Canby Swim Center programs in such a way that the SERVICE AGENCY program can be successful without jeopardizing the financial health of the Canby Swim Center operation or causing undue disruption of the facility's availability to the general public.

II. INDEMNITY: The SERVICE AGENCY shall indemnify, save, and hold harmless the CITY and all of its agents and employees from any and all claims for losses, injuries, damages and liabilities to persons involved in sanctioned SERVICE AGENCY activities occasioned wholly or in part by the acts or omissions of the SERVICE AGENCY, its agents, officers, and employees while using CITY facilities or otherwise while performing its activities in agreement with the CITY.

III. INSURANCE: If required by the CITY, the SERVICE AGENCY shall provide a public liability insurance policy naming the CITY as an additional insured in an amount of one million dollars (\$1,000,000), combined single limit including bodily injury and property damage. Such insurance provided by the SERVICE AGENCY, and naming the CITY as an additional insured, is for coverage during SERVICE AGENCY activities, occasioned



wholly or in part by the acts or omission of the SERVICE AGENCY, its agents, officers, participants, and employees while using CITY facilities or otherwise performing its activities in agreement with the CITY.

IV. BREACH OF CONTRACT: In the event of any breach of any of the terms or provisions of this AGREEMENT, the CITY will notify the SERVICE AGENCY of the breach. The SERVICE AGENCY will be given thirty (30) days to remedy the breach. If the breach is not remedied within thirty (30) days the CITY shall have the right, in addition to any other recourse, to immediately terminate this AGREEMENT, to enter and obtain possession of any CITY owned facilities being utilized by the SERVICE AGENCY under this AGREEMENT, to remove and exclude any and all persons from said facilities and to remove and exclude all property of the SERVICE AGENCY therefrom, all without service of notice or resort to legal process and without any legal liability on its part.

V. In the event the breach of the AGREEMENT creates a risk of serious harm to either persons or property, the CITY may immediately terminate this AGREEMENT and enter and take possession of any CITY owned facilities being utilized by the SERVICE AGENCY under this AGREEMENT, remove and exclude any and all persons from said facilities and remove and exclude all property of the SERVICE AGENCY therefrom.

VI. INSPECTION BY CITY: The CITY shall have the right to make inspections of its facilities and equipment at any reasonable time with prior reasonable notice to ensure compliance with this AGREEMENT.

VII. SAVINGS: Should any provision of this AGREEMENT be found to be in conflict with any Federal law, State statute, or final decision of any court of competent jurisdiction, said provision shall be modified to comply with said law or decision, but all other provisions of this AGREEMENT shall remain in full force and effect.

VIII. AMENDMENT BY MUTUAL AGREEMENT: The parties hereto may, upon mutual agreement, amend the terms and conditions herein.

IX. TERMINATION: Either party may terminate this AGREEMENT upon ninety (90) days prior written notice, with or without cause. The SERVICE AGENCY agrees that it will deliver any CITY facilities or property including any permanently attached accessories or improvements to the CITY at the termination of this AGREEMENT in as good a condition and state of repair as when received, except for ordinary wear and tear or loss or damage caused by an act of God. CITY acknowledges that the timing system display is the property of the SERVICE AGENCY.

X. This AGREEMENT will remain in full force and effect for a period of five years from the time of execution unless terminated earlier in accordance with the provisions of this AGREEMENT.

IN TESTIMONY of which, this AGREEMENT has been executed on behalf of the CITY by its Mayor and attested by its City Administrator and has been executed by or on behalf of the above named SERVICE AGENCY on this \_\_\_\_ day of \_\_\_\_\_, 2013.

SERVICE AGENCY:

CITY OF CANBY

\_\_\_\_\_  
Name

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

ATTACHMENT "A"  
CITY OF CANBY INTERAGENCY AGREEMENT  
CANBY SWIM CLUB, INC.

I. For the year commencing September 1, 2013 and ending August 31, 2014 the SERVICE AGENCY will be charged \$15,885 for use of the Canby Swim Center as scheduled:

A. The SERVICE AGENCY is entitled to six (6) lanes for two and one-half hours (2 ½) hours each P.M., Monday-Friday.

B. The SERVICE AGENCY has use of one (1) lane for two (2) hours during the facility's normal Monday-Friday A.M. lap swim.

C. The SERVICE AGENCY may conduct eight (8) full-day events each year that will affect the Swim Center public schedule. The cost for running meets will be the cost of two lifeguards and any resulting clean-up costs. All events must be scheduled with Swim Center management staff sixty (60) days in advance.

II. The base fee of \$15,885 will be due in three equal payments December 15, 2013; February 15, 2014; and May 15, 2014.

A. Pool maintenance: Each year the pool closes for extensive maintenance. The Club may elect to provide up to four adults, each subject to the facility manager's approval, to assist with this maintenance. Each man-hour worked will deduct \$10 from the above total (max. \$1,600).

III. Any and all pool time beyond the above schedule will be purchased by the SERVICE AGENCY at the rate of \$64.00 per hour, which is the base operating hourly cost for the Swim Center.

IV. The Canby Swim Club will pay \$200.00 annually to offset the annual copier maintenance contract and paper use.

V. The current charge for lifeguards is \$11.00 per hour.

VI. Storage and Display:

A. The CITY will provide the following storage space for the SERVICE AGENCY:

1. The CITY will offer a storage shed of approximately 200 square feet located outside the Swim Center building.

2. The CITY will allow the locked cabinet at the northwest Corner of the facility.



3. The CITY will allow the use of the base cabinet in the staff changing room at southwest corner of the building.
4. The CITY will allow the touch pad caddy and Announcer and Timing Podiums at northeast corner of Facility.
5. All storage areas will be kept neat and orderly by the SERVICE AGENCY. Nothing flammable or of an unsafe nature will be stored.
6. No structural changes can be made to the storage facility, cabinets or podiums without permission of the CITY.

B. The CITY will provide display space for the SERVICE AGENCY as follows:

1. The CITY will allow those portions of the north and west walls currently covered w/ bulletin board and record boards.
2. The SERVICE AGENCY will maintain these spaces to a presentable standard.
3. No structural modifications to these boards can be made without the consent of the CITY.
4. The CITY will allow the hanging of sponsor banners along the East air system. Banner design and dimensions must be approved by Swim Center staff.

C. Should the CITY require the storage or display area for CITY purposes, the SERVICE AGENCY will be notified at least 90 days in advance of the change. The CITY will endeavor to work with the SERVICE AGENCY to find alternative storage and display space.

VII. SHARED EQUIPMENT:

A. The CITY and SERVICE AGENCY share equipment whenever it makes sense to do so. Shared equipment is purchased and maintained on a 50-50 basis. The parties will meet annually during September to discuss the shared equipment and plan for maintenance and replacement so that both parties can budget the needed funds. A list of shared equipment will be maintained by both the CITY and the SERVICE AGENCY and updated annually.

SERVICE AGENCY:

CITY OF CANBY

\_\_\_\_\_  
Name

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

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

**DATE:** June 19, 2013  
**TO:** Honorable Mayor Hodson and City Council  
**FROM:** Haley Fish, Finance Director  
**CC:** Greg Ellis, City Administrator  
**RE:** A RESOLUTION VERIFYING THAT THE CITY OF CANBY HAS MET THE REQUIREMENTS TO RECEIVE STATE-SHARED REVENUE MONEY.

---

**Issue:** Annual verification that the City has met the requirements to receive revenues from intergovernmental taxes.

**Background:** ORS 221.760 Prerequisites for cities in counties over 100,000 population to receive revenues from cigarette, gas and liquor taxes. (1) The officer responsible for disbursing funds to cities shall disburse such funds in the case of a city located within a county having more than 100,000 inhabitants, according to the most recent federal decennial census, only if the officer reasonably is satisfied that the city meets the requirements or if the city provides four or more of the following municipal services; (a) Police protection, (b) Fire protection, (c) Street construction, maintenance and lighting, (d) Sanitary sewers, (e) Storm sewers, (f) Planning, zoning and subdivision control, or (g) One or more utility services.

**Recommendation:** That council adopts Resolution No. 1161 certifying that the city has met the requirements to receive state-shared revenue money.

**Fiscal Impact:** The city estimates amounts to be received are \$20,900 for cigarette taxes, \$222,800 for liquor taxes, and \$890,100 for gas taxes.

**Attached:** Resolution No. 1161



**RESOLUTION NO. 1161**

**A RESOLUTION VERIFYING THAT THE CITY OF CANBY HAS MET THE REQUIREMENTS TO RECEIVE STATE-SHARED REVENUE MONEY.**

**WHEREAS**, ORS 221.760 provides as follows:

Section 1. The officer responsible for disbursing funds to cities under ORS 323.455, 366.785 to 366.820, and 471.805 shall, in the case of a city located within a county having more than 100,000 inhabitants according to the most recent federal decennial census, disburse such funds only if the city provides four or more of the following services:

1. Police protection
2. Fire protection
3. Street construction, maintenance, and lighting
4. Sanitary sewer
5. Storm sewers
6. Planning, zoning, and subdivision control
7. One or more utility services and:

**WHEREAS**, City officials recognize the desirability of assisting the state officer responsible for determining the eligibility of cities to receive such funds in accordance with ORS 221.760,

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Canby, Clackamas County, Oregon hereby certifies that it provides the following four or more municipal services enumerated in Section 1, ORS 221.760:

1. Police protection
2. Street construction, maintenance and lighting
3. Sanitary sewers
4. Storm sewers
5. Planning, zoning and subdivision control

This Resolution shall take effect on June 19, 2013.

**ADOPTED** this 19<sup>th</sup> day of June 2013 by the Canby City Council..

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Brian Hodson  
Mayor

ATTEST:

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Kimberly Scheafer, MMC  
City Recorder

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

**DATE:** June 19, 2013  
**TO:** Honorable Mayor Hodson and City Council  
**FROM:** Haley Fish, Finance Director  
**CC:** Greg Ellis, City Administrator  
**RE:** A RESOLUTION ADOPTING THE BUDGET, MAKING  
APPROPRIATIONS, AND IMPOSING AND CATEGORIZING  
TAXES FOR THE 2013-2014 FISCAL YEAR.

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Issue: Oregon budget law requires adoption of an annual budget by June 30 of each year. ORS 294.453 requires the City to hold a public hearing, and ORS 294.458 requires the City to submit tax certification documents to the County Assessor by July 15<sup>th</sup>. ORS 294.456 allows the governing body to amend the budget estimates as long as property tax revenue or rates to be certified is not increased and expenditures in a fund are not increased more than \$5,000 or 10% whichever is greater.

Background: The City of Canby passed a Tax Base of \$1,250,000 on November 6, 1990. The City passed a local option levy of \$0.49 per \$1000.00 of assessed property value on November 08, 2011 to fund Swim Center operations. The City levies the taxes provided for in the adopted budget at the permanent rate of 3.4886 per \$1000. These taxes are hereby levied upon all taxable property within the district as of 1:00 a.m. July 1, 2013. The allocation and categorization are subject to the limits of section 11, Article XI of the Oregon Constitution.  
Subsequent to the budget committee meetings and included for approval tonight is Resolution No 1169 which requests approval of an Intergovernmental Agreement to loan money from the Sewer Combined Fund to the Urban Renewal Agency; the attached resolution has been amended to include the \$950,000 increase in Transfers and a corresponding decrease in Capital Outlay in the Sewer Combined fund.

Recommendation: We recommend City Council adopt Resolution No. 1162

Attached: Resolution No. 1162

**RESOLUTION NO. 1162**

**A RESOLUTION ADOPTING THE BUDGET, MAKING APPROPRIATIONS, AND IMPOSING AND CATEGORIZING TAX FOR THE 2013-2014 FISCAL YEAR**

**WHEREAS**, a public hearing for the 2013-2014 City Budget was duly and regularly advertised and held on June 19, 2013; and be it resolved that the City Council of the City of Canby hereby adopts the budget approved by the Budget Committee; and

**WHEREAS**, the City Council of Canby proposes to levy the taxes provided for in the adopted budget at the permanent rate of 3.4886 per \$1,000 and a local option levy of 0.49 per \$1,000 of assessed property value and that these taxes be levied upon all taxable property within the district as of July 1, 2013; and

**WHEREAS**, the following allocation and categorization subject to the limits of section 11, Article XI of the Oregon Constitution make up the above aggregate levy; now therefore:

**RESOLUTION ADOPTING THE BUDGET**

**BE IT RESOLVED** that the City Council of the City of Canby hereby adopts the budget for fiscal year 2013-14 in the total of \$29,441,204. This budget is now on file at City Hall, 182 N. Holly St., Canby, Oregon.

**RESOLUTION MAKING APPROPRIATIONS**

**BE IT RESOLVED** that the amounts for the fiscal year beginning July 1, 2013, and for the purposes shown below are hereby appropriated:

**GENERAL FUND**

ADMINISTRATION	1,319,886
COURT	253,777
PLANNING	189,225
PARKS	567,514
BUILDING	87,747
POLICE	4,745,306
CEMETERY	103,284
FINANCE	519,267
TRANSFERS	89,197
CONTINGENCY	505,798
<b>TOTAL</b>	<b>8,381,001</b>

**OTHER FUNDS**

**LIBRARY FUND**

PERSONAL SERVICES	658,334
MATERIALS & SERVICES	166,455
TRANSFERS	1,260,934
CONTINGENCY	59,662
<b>TOTAL</b>	<b>2,145,385</b>

**STREET FUND**

PERSONAL SERVICES	536,330
MATERIALS & SERVICES	382,083
CAPITAL OUTLAY	70,000
TRANSFERS	1,031,075
CONTINGENCY	113,150
<b>TOTAL</b>	<b>2,132,638</b>

**FLEET SERVICES FUND**

PERSONAL SERVICES	233,777
MATERIALS & SERVICES	586,552
CAPITAL OUTLAY	124,186
CONTINGENCY	116,808
<b>TOTAL</b>	<b>1,061,323</b>

**PARKS DEVELOPMENT FUND**

MATERIALS & SERVICES	5,000
CAPITAL OUTLAY	931,661
<b>TOTAL</b>	<b>936,661</b>

**FACILITIES FUND**

PERSONAL SERVICES	99,504
MATERIALS & SERVICES	163,500
CAPITAL OUTLAY	24,000
CONTINGENCY	39,001
<b>TOTAL</b>	<b>326,005</b>

**FORFEITURE FUND**

MATERIALS & SERVICES	36,781
TOTAL	<b>36,781</b>

**TECH SERVICES FUND**

PERSONAL SERVICES	111,939
MATERIALS & SERVICES	173,095
CAPITAL OUTLAY	82,969
TRANSFERS	94,806
CONTINGENCY	56,610
TOTAL	<b>519,419</b>

**TRANSIT FUND**

PERSONAL SERVICES	282,051
MATERIALS & SERVICES	1,304,427
CAPITAL OUTLAY	828,865
TRANSFERS	334,028
CONTINGENCY	414,088
TOTAL	<b>3,163,459</b>

**SWIM CENTER LEVY FUND**

PERSONAL SERVICES	478,949
MATERIALS & SERVICES	130,735
TRANSFERS	77,600
CONTINGENCY	238,634
TOTAL	<b>925,918</b>

**SEWER COMBINED FUND**

PERSONAL SERVICES	1,305,521
MATERIALS & SERVICES	929,701
CAPITAL OUTLAY	2,182,282
DEBT SERVICE	598,329
TRANSFERS	1,430,464
CONTINGENCY	313,361
TOTAL	<b>6,759,658</b>

**STREET RESERVE**

CAPITAL OUTLAY	2,193,307
TOTAL	<b>2,193,307</b>

<b>TOTAL APPROPRIATIONS, ALL FUNDS</b>	<b>\$28,581,555</b>
TOTAL UNAPPROPRIATED AMOUNTS, ALL FUNDS	\$ 859,649
<b>TOTAL ADOPTED BUDGET</b>	<b>\$29,441,204</b>

**RESOLUTION IMPOSING THE TAX**

**BE IT RESOLVED** that the following ad valorem property taxes are hereby imposed for the tax year 2013-2014 upon the assessed value of all taxable property within the district:

- (1) At the rate of \$3.4886 per \$1,000 of assessed value for permanent rate tax;
- (2) At the rate of \$0.4900 per \$1,000 of assessed value for local option tax; and
- (3) In the amount of \$ 0 for debt service for general obligation bonds;

**RESOLUTION CATEGORIZING THE TAX**

**BE IT RESOLVED** that the taxes imposed are hereby categorized for purposes of article XI section 11b as:

	<b>General Government Limitation</b>	<b>Excluded from Limitation</b>
Permanent Rate Tax .....	\$ 3.4886/\$1,000	
Local Option Tax.....	\$ 0.4900/\$1,000	
General Obligation Debt Service Fund.....		\$ 0

The above resolution statements were approved and declared adopted on this 19th day of June 2013.

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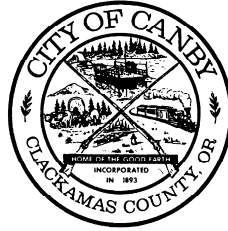
Brain Hodson  
Mayor

ATTEST:

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Kimberly Scheafer, MMC  
City Recorder





## MEMORANDUM

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**DATE:** JUNE 19, 2013  
**TO:** HONORABLE MAYOR HODSON AND CANBY CITY COUNCIL  
**FROM:** HALEY FISH, FINANCE DIRECTOR  
**THROUGH:** GREG ELLIS, CITY ADMINISTRATOR  
**RE:** SUPPLEMENTAL BUDGET RESOLUTION NO. 1163

---

**ISSUE:** Adoption of a Supplemental Budget for the 2012-2013 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.

### **General Fund**

A revenue and expense increase is proposed to account for an ODOT grant received to implement an electronic citation system and police donations in excess of our budgeted estimates. A net reduction in contingency of \$57,616 is proposed to account for the following approximate unanticipated expenses: \$17,700 of vacation cashout payments for the City Administrator, Assistant City Administrator and City Recorder, \$30,000 of retirement benefit payouts and \$9,916 of accrued liability deductible expense. Small transfers of appropriations between categories in Court, Planning, Building and Cemetery are included as housekeeping items.

### **Facilities Fund**

A transfer of appropriations from materials and services to personal services is proposed to align appropriations with projected benefit expenses.

### **Forfeiture Fund**

A revenue and expense increase is proposed to account for state and federal forfeitures received and appropriate funds for allowable expenditures.

**Technical Services Fund**

A reduction in contingency of \$1,300 is proposed to account for vacation cashout payments for the Assistant City Administrator.

**Transit Fund**

Revenue in the amount of approximately \$200,500 from Business Energy Tax Credits (BETC) realized is proposed to fund the repayment of interfund loan to the Sewer Fund in accordance with ORS 294.468.

**Swim Center Levy Fund**

A reduction in contingency of \$25,500 is proposed to account for unanticipated additional benefit expenses related to employees who reach the 600 hour limit making them qualified to receive PERS contributions.

**Sewer Combined fund**

A reduction in contingency of \$17,050 is proposed to account for unanticipated personal services expense related to stand by, weekend surveillance, overtime and corresponding benefits.

RECOMMENDATION: Staff recommends that Council adopt Resolution No. 1163.

ATTACHED: Resolution No. 1163

**RESOLUTION NO. 1163**

**A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET  
FOR THE 2012-2013 FISCAL YEAR**

**WHEREAS**, the City of Canby budget for the 2012-2013 fiscal year was adopted by the City Council at a regular meeting thereof on Wednesday, June 20, 2012; and a supplemental budget was adopted February 20, 2013;

**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 2012-2013 fiscal year is hereby adopted.

**2012-2013 SUPPLEMENTAL BUDGET SUMMARY**

<u>Fund/Department</u>	<u>Resources</u>		<u>Requirements</u>	
<b>GENERAL FUND</b>				
			Contingency	(57,616)
Administration			Personal Services	47,700
			Materials & Services	9,916
Court			Personal Services	(2,155)
			Materials & Services	2,155
Planning			Personal Services	3,000
			Materials & Services	(3,000)
Building			Personal Services	1,300
			Materials & Services	(1,300)
Police	Grant-ODOT	61,918	Capital	61,918
	Donations	1,500	Materials & Services	1,500
Cemetery			Personal Services	100
			Materials & Services	(100)
	<b>Total Resources</b>	<u>\$ 63,418</u>	<b>Total Requirements</b>	<u>\$ 63,418</u>
<b>FACILITIES FUND</b>				
			Personal Services	\$ 300
			Materials & Services	\$ (300)

			<b>Total Requirements</b>	<u>\$</u>	<u>-</u>
<b>FORFEITURE FUND</b>	Forfeiture	\$ 43,000	Materials & Services	\$	43,000
	<b>Total Resources</b>	<u>\$ 43,000</u>	<b>Total Requirements</b>	<u>\$</u>	<u>43,000</u>
<b>TECHNICAL SERVICES FUND</b>			Personal Services		1,300
			Contingency		(1,300)
			<b>Total Requirements</b>	<u>\$</u>	<u>-</u>
<b>TRANSIT FUND</b>	BETC Revenue	200,499	Transfers		200,499
	<b>Total Resources</b>	<u>\$ 200,499</u>	<b>Total Requirements</b>	<u>\$</u>	<u>200,499</u>
<b>SWIM CENTER LEVY FUND</b>			Personal Services		25,500
			Contingency		(25,500)
				<u>\$</u>	<u>-</u>
<b>SEWER COMBINED FUND</b>			Personal Services		17,050
			Contingency		(17,050)
			<b>Total Requirements</b>	<u>\$</u>	<u>-</u>

This resolution shall take effect on June 19, 2013.

**ADOPTED** by the Canby City Council at a regular meeting thereof on June 19, 2013.

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

ATTEST:

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

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

**DATE:** June 19, 2013  
**TO:** Honorable Mayor Hodson and City Council  
**FROM:** Haley Fish, Finance Director  
**THROUGH:** Greg Ellis, City Administrator  
**RE:** Closing Library Endowment Fund

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Issue: Closing the Library Endowment Fund

Background: The Endowment Fund was set by Ordinance and appears in Chapter 3.16 of the Canby Municipal Code. Fund principal may only be used for capital expenditures such as a new or remodeled facility, remodeling or repair of the present facility, purchase of new furnishings or shelving of direct benefit to the Canby Public Library.

The Library Board at their April 2013 meeting voted to recommend that the balance in the Library Endowment Fund be used for the New Library Project therefore we recommend that the balance in the Library Endowment Fund be transferred to the Library Fund and restricted for the New Library Project and the fund be closed as the newly formed Library Foundation will administer future gifts of this type.

Recommendation: Staff recommends that the Council adopt Resolution 1164.

Attached: Resolution No. 1164

**RESOLUTION NO. 1164**

**A RESOLUTION CLOSING THE LIBRARY ENDOWMENT FUND AND DEPOSITING ITS ENDING BALANCE INTO THE LIBRARY FUND TO BE RESTRICTED TO USE ON THE NEW LIBRARY PROJECT**

**WHEREAS**, the fund was established by Ordinance No. 902 for the benefit of the Canby Public Library;

**WHEREAS**, the principle of gifts received by the Library Endowment Fund are restricted to be used for capital expenditures while the income can be used to enhance services, materials, equipment or facilities; and

**WHEREAS**, the Library Board at their April 2013 meeting voted to recommend that the balance in the Library Endowment Fund be used for the New Library Project; and

**WHEREAS**, the balance transferred into the Library Fund would be restricted for the New Library Project therein meeting the restrictions of the gifts and the recommendation of the Library Board, and

**WHEREAS**, a newly formed nonprofit Library Foundation has been formed to administer future gifts of this type; therefore

**IT IS HEREBY RESOLVED** by the City of Canby Council as follows:

1. That the Library Endowment Fund shall be closed as of June 30, 2013, and its balance shall be deposited into the Library Fund and restricted to use on the New Library Project.

This resolution shall take effect on June 19, 2013.

**ADOPTED** this 19<sup>th</sup> day of June 2013 by the Canby City Council.

---

Brian Hodson  
Mayor

ATTEST:

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Kimberly Scheafer, MMC  
City Recorder



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

**DATE:** June 19, 2013  
**TO:** Honorable Mayor Hodson and City Council  
**FROM:** Haley Fish, Finance Director  
**CC:** Greg Ellis, City Administrator  
**RE:** A RESOLUTION CLASSIFYING THE FLEET SERVICES FUND  
AND THE TECH SERVICES FUND AS INTERNAL SERVICE  
FUNDS.

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Issue: Classification of the Fleet Service Fund and Tech Service Fund.

Background: There was no explicit classification of the Fleet Services Fund nor the Tech Services Fund upon establishment therefore they had been reported as special revenue funds. However, with the implementation of GASB 54 these funds did not meet the definition of a special revenue fund and therefore they have been consolidated with the General Fund for financial reporting purposes since fiscal year 2011. As these funds primarily provide service to other funds and departments of the city and the intent is that these funds operate on a cost –reimbursement basis they meet the definition of Internal Service Funds in accordance with Generally Accepted Accounting Standards (GAAP).

Recommendation: We recommend City Council adopt Resolution No. 1165

Attached: Resolution No. 1165

**RESOLUTION NO. 1165**

**A RESOLUTION CLASSIFYING THE FLEET SERVICES FUND AND THE TECH SERVICES FUND AS INTERNAL SERVICE FUNDS**

**WHEREAS**, the Fleet Services Fund and the Tech Services Fund primarily provide service to other funds and departments of the city; and

**WHEREAS**, it is the intent of the Council that these funds operate on a cost-recovery basis over time; therefore

**IT IS HEREBY RESOLVED** by the City of Canby Council as follows:

1. That the Fleet Services Fund and the Tech Services Fund be classified as Internal Service Funds in accordance with Generally Accepted Accounting Standards (GAAP).

This resolution shall take effect on June 19, 2013.

**ADOPTED** this 19<sup>th</sup> day of June 2013 by the Canby City Council.

---

Brian Hodson  
Mayor

ATTEST:

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Kimberly Scheafer, MMC  
City Recorder

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

**DATE:** June 19, 2013  
**TO:** Honorable Mayor Hodson and City Council  
**FROM:** Haley Fish, Finance Director  
**CC:** Greg Ellis, City Administrator  
**RE:** A RESOLUTION DECLARING THE CITY'S ELECTION TO  
RECEIVE STATE REVENUE FOR FISCAL YEAR 2013-2014.

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**Issue:** A resolution declaring the City's election to receive state revenues for fiscal year 2013-2014.

**Background:** State Revenue Sharing Law, ORS 221.770, requires cities to annually pass an ordinance or resolution requesting state revenue sharing money. The law mandates public hearings be held by the city, both before the budget committee to discuss possible uses of the funds and before the city council on the proposed uses of the funds in relation to the entire budget. Certification of these hearings are required. This has to be done and filed with the Oregon Department of Administrative Services prior to July 31.

**Recommendation:** That council adopt Resolution 1166 declaring the city's election to receive state revenue for fiscal year 2013-2014.

**Fiscal Impact:** The amount estimated by the city to receive is approximately \$149,300.

**Attached:** Resolution No. 1166

**RESOLUTION NO. 1166**

**A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUE FOR FISCAL YEAR 2013-2014.**

**WHEREAS**, a public hearing for the use of state revenue sharing funds was held before the Budget Committee on May 29, 2013 and before City Council on June 19, 2013; now therefore,

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

**Section 1** Pursuant to ORS 221.770, the City of Canby hereby elects to receive state revenues for fiscal year 2013-2014.

This Resolution shall take effect on June 19, 2013.

**ADOPTED** this 19<sup>th</sup> day of June 2013 by the Canby City Council.

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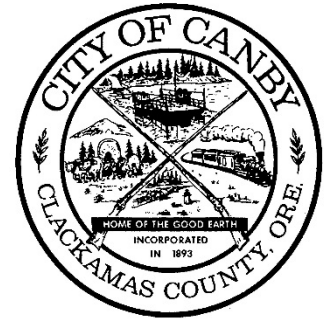
Brian Hodson  
Mayor

ATTEST:

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Kimberly Scheafer, MMC  
City Recorder

# MEMORANDUM



**TO:** *Honorable Mayor Brian Hodson and City Council*  
**FROM:** *Lt. Jorge Tro*  
**THROUGH:** *Greg Ellis, City Administrator*  
**DATE:** *May 30, 2013*

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Issue: Resolution 1167, adopting the attached *Appendix C: City of Canby City of Canby Addendum to the Clackamas County the Natural Hazards Mitigation Plan 2013 Amendments and Update.*

Rationale: The Oregon Partnership for Disaster Resilience prepared this Appendix to the City of Canby Addendum to the Clackamas County Natural Hazard Mitigation Plan (Canby Addendum) as part of the 2012-13 update to the Clackamas County Natural Hazard Mitigation Plan. Upon local adoption, the appendix will become part of the Canby Addendum and will ensure that the City of Canby maintains FEMA Pre-Disaster Mitigation Program eligibility as well as compliance with the Clackamas County Natural Hazard Mitigation Plan.

This appendix is organized according to the sections outlined in the Canby Addendum. A description of each section is presented below with proposed changes and updates following each.

Background: In 2009, the City of Canby updated an addendum to Clackamas County's Natural Hazards Mitigation Plan. The planning process was a collaborative effort between agencies within the city, private sector, non-profit organizations, and regional and state organizations. The plan was adopted by the City through resolution 1042 in September 2009.

The Oregon Office of Emergency Management and Federal Emergency Management Agency, Region X officials have reviewed the Clackamas County, Multi-Jurisdictional Natural Hazard Mitigation Plan (dated April 8, 2013) and pre-approved Appendix C of the City of Canby Addendum to the Clackamas County Natural Hazards Mitigation Plan (dated April 12, 2013) contingent upon this official adoption of the participating governments and entities.

Recommendation: Staff recommends the council approve Resolution 1167 to adopt *Appendix C: City of Canby Addendum to the Clackamas County Natural Hazards Mitigation Plan 2013 Amendments and Update.*

## RESOLUTION NO. 1167

### **A RESOLUTION OF THE CITY OF CANBY ADOPTING UPDATES TO THE CITY OF CANBY ADDENDUM TO THE CLACKAMAS COUNTY MULTI-JURISDICTION NATURAL HAZARDS MITIGATION PLAN.**

**Whereas**, the City of Canby recognizes the threat that natural hazards pose to people, property and infrastructure within our community; and

**Whereas**, undertaking hazard mitigation actions will reduce the potential for harm to people, property and infrastructure from future hazard occurrences; and

**Whereas**, an adopted Natural Hazards Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

**Whereas**, the City of Canby adopted the *City of Canby Addendum to the Clackamas County Natural Hazards Mitigation Plan*, on October 7, 2009, and

**Whereas**, Clackamas County has subsequently completed an update to the *Clackamas County Multi-Jurisdictional Natural Hazards Mitigation Plan* of which the City of Canby is party to; and

**Whereas**, the City of Canby has updated its addendum to the *Clackamas County Multi-Jurisdictional Natural Hazards Mitigation Plan* to reflect new information contained therein through the creation of a new appendix (*Appendix C*), and

**Whereas**, the Oregon Office of Emergency Management and Federal Emergency Management Agency, Region X officials have reviewed the *Clackamas County, Multi-Jurisdictional Natural Hazard Mitigation Plan* (dated April 8, 2013) and pre-approved *Appendix C* of the *City of Canby Addendum to the Clackamas County Natural Hazards Mitigation Plan* (dated April 12, 2013) contingent upon this official adoption of the participating governments and entities;

**Now, therefore, be it resolved**, that the City of Canby adopts *Appendix C: City of Canby Addendum to the Clackamas County Natural Hazards Mitigation Plan 2013 Amendments and Update attached hereto as Exhibit "A"*; and

**Be it further resolved**, with adoption of *Appendix C*, the *City of Canby Addendum to the Clackamas County Multi-Jurisdictional Natural Hazards Mitigation Plan* is updated to reflect the changes identified in said appendix, and

**Be it further resolved**, that the City of Canby will submit this Adoption Resolution to the Oregon Office of Emergency Management and Federal Emergency Management



Agency, Region X officials to enable final approval of the *City of Canby Addendum to the Clackamas County Multi-Jurisdictional Natural Hazards Mitigation Plan*.

This resolution shall take effect June 19, 2013.

ADOPTED this 19th day of June 2013 by the City of Canby City Council.

---

Brian Hodson  
Mayor

ATTEST:

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Kimberly Scheafer, MMC  
City Recorder

# Appendix C: City of Canby

## Addendum to the Clackamas County Natural Hazards Mitigation Plan 2013 Amendments and Update

The Oregon Partnership for Disaster Resilience prepared this Appendix to the City of Canby Addendum to the Clackamas County Natural Hazard Mitigation Plan (Canby Addendum) as part of the 2012-13 update to the Clackamas County Natural Hazard Mitigation Plan. Upon local adoption, the appendix will become part of the Canby Addendum and will ensure that the City of Canby maintains FEMA Pre-Disaster Mitigation Program eligibility as well as compliance with the Clackamas County NHMP.

This appendix is organized according to the sections outlined in the Canby Addendum. A description of each section is presented below with proposed changes and updates following each.

### Section 1: Planning Process

The planning process section of the Canby Addendum describes the activities used by the steering committee and community to develop the plan. Updates to the Planning Process section are as follows:

On Page 3, following Section 1.2 "2009 Plan Update," insert the following section:

#### ***1.3 2012 Addendum Update***

*In accordance with the county's Natural Hazards Mitigation Plan update, the City of Canby participated in the update of their addendum. By doing so, Canby will now be aligned with the county, and will update their NHMP in five years.*

#### **2012 Committee members included:**

- *Barbara Bemon, Canby Utility*
- *Matilda Deas, City of Canby – Development Services, Planning*
- *Shane J Hester, City of Canby – Streets*
- *Jerry Nelzen, City of Canby*
- *Kim Scheafer, City of Canby*
- *Jorge Tro, Canby Police Department*

#### **Planning Process**

*The RARE Participant and Clackamas County Emergency Management developed and facilitated one plan update meeting with the EMC on June 13, 2012. Please see Appendix A for the meeting agenda and minutes.*

*NHMP Update Meeting - June 13, 2012: The participant worked with the city lead to convene the steering committee and meet to review and update the city's Natural Hazards Mitigation Plan Addendum. Because the county is in the process of updating their NHMP, each of the cities were required to update their addendums, regardless of when their plan was last updated or developed. As part of this meeting, the steering committee reviewed the county's updated hazard assessment and made necessary changes to their hazard assessment, if necessary. The committee also reviewed their list of community assets to determine if any new additions or changes needed to be made. The committee also reported on progress made to the action items listed in the current NHMP. The committee reviewed the mitigation strategy and plan implementation and maintenance pieces and made changes if necessary.*

On Page 8, Paragraph 2 following the "Formal Review Process" subsection, delete the paragraph and replace with the following paragraph:

*Semi Annual Meetings*

*The EMC will meet on a semi-annual basis to review, implement and update information in the addendum. During the first meeting, the EMC will:*

*Annual Meeting*

*The EMC will meet once a year. The meeting will be coordinated by the convener. This meeting will debrief on the previous hazard seasons and prepare for the upcoming hazard seasons. In addition to debriefing and preparing for the upcoming hazard seasons, the committee will:*

On Page 8, first sentence following the first set of bullets under the "Formal Review Process" subsection, delete the following sentence:

*~~During the second meeting of each year, the committee will:~~*

On Page 8, following the set of bullets under the "Formal Review Process" subsection, insert the following paragraph:

*The convener, or city lead designee, will be responsible for meeting annually with the county Hazard Mitigation Coordinator. This meeting will provide a chance for each of the city leads to meet together and discuss updates and progress with the Hazard Mitigation Coordinator. The convener will report back to the EMC with information gathered. The Coordinator will be responsible for setting up the meeting, and providing the city leads with updates on new studies or potential funding opportunities for mitigation projects.*

On Page 8, delete Paragraph 3 of the "Formal Review Process" subsection, and insert the following:

~~The Canby Police Department will be responsible for organizing, facilitating, and documenting the outcomes of semi-annual meetings.~~

The Canby Police Department will be responsible for organizing, facilitating, and documenting the outcomes of the annual meetings.

On Page 10, delete the following sentence from Paragraph 2 of the “Continued Public Involvement & Participation” subsection:

~~If resources become available, the EMC will create a brochure to advertise and describe the plan to the public.~~

## Section 2: Community Profile

The community profile section of the Canby Addendum describes a variety of community characteristics specific to the City of Canby. Given the limited amount of time that has elapsed since the community profile was developed, no changes are required or proposed.

## Section 3: Hazard Assessment

The hazard assessment section of the Canby Addendum provides information on identifying hazards based on their geographic location, probability, and intensity; vulnerability assessment and inventory of community assets, and; a risk analysis estimating potential losses from each hazard. Based on new information compiled during the Clackamas County NHMP update process, updates to the Canby Addendum include the following:

On Page 27, list of Critical Facilities under section “Community Assets: Vulnerability Assessment” delete the following bullet and replace with:

- ~~• Fire Station 62 (EOC #1)~~
- Fire Station 62 (EOC #2)

On Page 27, list of Critical Facilities under section “Community Assets: Vulnerability Assessment” delete the following bullet and replace with:

- ~~• City of Canby Public Works Building (EOC #2)~~
- City of Canby Public Works Building (EOC #3)

On Page 27, list of Critical Facilities under section “Community Assets: Vulnerability Assessment” delete the following bullet and replace with:

- ~~• Canby Police Department~~
- Canby Police Department (EOC #1)

On Page 27, list of Critical Facilities under section “Community Assets: Vulnerability Assessment” delete the following bullet and replace with:

- ~~• Fire Station 65 (EOC #3)~~

- *Fire Station 65*

On Page 27, list of Critical Facilities under section “Community Assets: Vulnerability Assessment” add the following bullet:

- *Development Services Building*

On Page 27, list of Essential Facilities under section “Community Assets: Vulnerability Assessment” delete the following bullet:

- ~~*Riverside School*~~

On Page 27, list of Essential Facilities under section “Community Assets: Vulnerability Assessment” add the following bullets:

- *Baker Prairie School*
- *Canby Center*
- *St. Patricks Church*

On Page 28, list of Vulnerable Populations under section “Community Assets: Vulnerability Assessment” delete the following bullet and replace with:

- ~~*Willamette Falls Health Center*~~
- *Providence Health Center*

On Page 28, list of Cultural or Historic Assets under section “Community Assets: Vulnerability Assessment” delete the following bullet and replace with:

- ~~*Clackamas County Fairgrounds*~~
- *Clackamas County Event Center*

On Page 28, list of Cultural or Historic Assets under section “Community Assets: Vulnerability Assessment” delete the following bullets:

- ~~*Barlow House*~~
- ~~*Macksburg Church*~~
- ~~*Three Rivers Farm*~~
- ~~*Riverside School*~~

On Page 29, list of Economic Assets/Population Centers under section “Community Assets: Vulnerability Assessment” delete the following bullets:

- ~~*Canby Grove*~~
- ~~*Pat’s Acres Race Track*~~

On Page 29, list of Economic Assets/Population Centers under section “Community Assets: Vulnerability Assessment” add the following bullet:

- *Pioneer Pump*

On Page 29, list of Economic Assets/Population Centers under section “Community Assets: Vulnerability Assessment” delete the following bullet and replace with:

- ~~Canby Fairgrounds~~
- Clackamas County Event Center

On Page 29, list of Environmental Assets under section “Community Assets: Vulnerability Assessment” add the following bullet:

- Emerald Park

## Section 4: Natural Hazards

The Natural Hazards section of the Canby Addendum describes the types, causes, characteristics and relative risk posed by each individual natural hazard for the city of Canby. Based on new information compiled during the Clackamas County NHMP update process, updates to the Canby Addendum include the following:

On Page 33, delete the last sentence of Paragraph 1 of the “Flood Mitigation Project” section and replace with:

~~Willow Creek Wetlands also assist in reducing flood waters by increasing the infiltration capacity of the soils in the area.~~

*Willow Creek wetlands also assist in reducing flood waters by increasing the infiltration capacity of the soils in this area; this has become a public works project area focused on clearing the area weekly.*

On Page 34, insert the following sentence at the end of Paragraph 1 of the “Flood Mitigation Action Items” subsection:

*The updated action items detailing progress up to 2012 can be found in Appendix B of this plan.*

On Page 34, Remove all of the action items following Paragraph 1 of the “Flood Mitigation Action Items” subsection and move them to Appendix B.

On Page 39, insert the following sentence at the end of Paragraph 1 of the “Landslide Mitigation Action Items” subsection:

*The updated action item detailing progress up to 2012 can be found in Appendix B of this plan.*

On Page 39, Remove the action item following Paragraph 1 of the “Landslide Mitigation Action Items” subsection and move it to Appendix B.

On Page 43, insert the following sentence at the end of Paragraph 1 of the “Wildfire Mitigation Action Items” subsection:

*The updated action item detailing progress up to 2012 can be found in Appendix B of this plan.*

On Page 43, Remove the action item following Paragraph 1 of the “Wildfire Mitigation Action Items” subsection and move it to Appendix B.

On Page 45, remove the section, “Severe Storms: Wind and Winter” and replace with:

~~**Severe Storms: Wind and Winter**~~

**Severe Storms: Wind, Winter, and Extreme Heat**

On Page 45, Paragraph 1 of the “Severe Storms: Wind and Winter” subsection, delete the following sentence and insert the following:

~~*Clackamas County Natural Hazards Mitigation Plan adequately describes the location and extent of wind and winter storms.*~~

*Clackamas County Natural Hazards Mitigation Plan adequately describes the location and extent of windstorms, winter storms, and extreme heat events.*

On Page 47, after Paragraph 6 of the “Severe Storms: Wind, Winter, and Extreme Heat” subsection, insert the following paragraph:

*Extreme heat has a low threat in Canby. The EMC estimates the probability for future extreme heat events is ‘moderate,’ meaning one incident is likely within a 35 to 75 year period. This estimate is higher than the county’s ‘low’ rating. The vulnerability estimate of future extreme heat events is ‘moderate,’ meaning between 1% and 10% of the population and assets would be affected in a major event. This estimate is the same as the county’s ‘moderate’ rating.*

On Page 47, insert the following sentence at the end of paragraph 1, “Existing Severe Storm Mitigation Activities”:

*A forester is working with Canby Utility to plant proper trees and assisted in removing 5 hazardous trees. The forester works with the street trees and complies with city ordinances.*

On Page 47, insert the following sentence at the end of Paragraph 1 of the “Severe Storm Mitigation Action Items” subsection:

*The updated action item detailing progress up to 2012 can be found in Appendix B of this plan.*

On Page 47, Remove the action item following Paragraph 1 of the “Severe Storm Mitigation Action Items” subsection and move it to Appendix B.

On Page 49, Paragraph 2 of the “Earthquake Hazard Assessment” subsection, delete the last sentence and replace with the following:

~~*This is in agreement with the county’s ‘high’ rating as well.*~~

*This is higher than the county’s ‘moderate’ rating.*

On Page 51, last sentence of the “Existing Earthquake Mitigation Activities” subsection, delete the following word and replace it with:

~~*Telecom*~~

*Telcom*

On Page 51, insert the following sentence at the end of Paragraph 1 of the “Earthquake Mitigation Action Items” subsection:

*The updated action item detailing progress up to 2012 can be found in Appendix B of this plan.*

On Page 51, Remove the action item following Paragraph 1 of the “Earthquake Mitigation Action Items” subsection and move it to Appendix B.

On Page 57, Paragraph 6 of the “Volcanic Eruption Hazard Assessment” subsection, delete the last sentence and replace with:

~~*This is in agreement with the county’s ‘high’ vulnerability rating as well.*~~

*This is higher than the county’s ‘moderate’ vulnerability rating.*

On Page 58, following the “Volcano” subsection, insert the following new “Drought” subsection:

### ***Drought Profile***

*The Clackamas County Multi-Jurisdictional Natural Hazards Mitigation Plan adequately describes the causes and characteristics, history, location, extent and impacts of drought affecting the city of Canby. Descriptions of the drought hazard can be found on pages DR-1 to DR-6 in Volume II of the 2013 Clackamas County Natural Hazards Mitigation Plan update.*

*The probability of drought in Canby was determined using scientific data, historical occurrences, and local knowledge. The EMC estimates the probability of drought to be ‘moderate’ meaning one incident is likely within a 35 to 75 year period. This is in agreement with the county’s ‘moderate’ rating. The EMC estimates that Canby has a ‘moderate’ vulnerability to drought conditions, meaning between 1% and 10% of the population could be affected in a large-scale regional event. This is higher than the county’s ‘low’ rating.*

### ***Drought Mitigation Activities***

*The existing drought hazard mitigation activities are conducted at the county, regional, state, and federal levels and are described in the Clackamas County*



*Natural Hazards Mitigation Plan. As such, the information will not be repeated here.*

### ***Drought Mitigation Action Items***

*The city of Canby does not believe that implementing drought-related mitigation activities will be cost-effective at this time. As such, the city has not identified drought mitigation action items. Canby will partner with Clackamas County, however, on the implementation of mitigation strategies that benefit both jurisdictions.*

On Page 59, Delete the following section at the end of Paragraph 1 of the “Multi-Hazard” section and replace with:

### ***Multi-Hazard Action Items (MH)***

~~*Multi-Hazard action items are those activities that pertain to all seven hazards in the mitigation plan: flood, landslide, wildfire, severe winter storm, windstorm, earthquake, and volcanic eruption.*~~

### ***Multi-Hazards***

*Multi-Hazard action items are those activities that pertain to all seven hazards in the mitigation plan: flood, landslide, wildfire, severe winter storm, windstorm, extreme heat earthquake, and volcanic eruption. The updated action items detailing progress up to 2012 can be found in Appendix B of this plan.*

On Page 59, Remove all of the action items following Paragraph 1 of the “Multi-Hazard Mitigation Action Items” subsection and move them to Appendix B.

## **Section 5: Mitigation Planning Priority System**

The Mitigation Planning Priority Section of the Canby Addendum describes the project review and prioritization process for the action items outlined for each hazard in Appendix B: Action Items Worksheets. Based on new information compiled during the Clackamas County NHMP update process, updates to the Canby Addendum include the following:

On Page 62, Insert a new section before the current, “5.1 Action Item Prioritization Methodology” to include:

### ***5.1 Action Items***

*Action items are identified through the planning process are an important part of the mitigation plan. Action items are detailed recommendations for activities that local departments, citizens, and others could engage in to reduce risk. Full action item descriptions with the 2012 updated progress are located in Appendix B of this addendum. Descriptions include ideas for implementation, and coordinating/partner organizations.*

- *MH#1: Update and revise the Canby Emergency Operations Plan*
- *MH#2: Ensure there are adequate shelter facilities in hazard-free zones to serve Canby residents. Identify potential shelter sites and evaluate their relative structural risks/structural deficiencies. Seek funding for upgrades on shelter sites if needed.*
- *MH#3: Develop, enhance, and implement education programs designed to reduce the losses from natural hazards.*
- *MH#4: Integrate the goals and action items from the Canby Natural Hazard Mitigation Plan into existing regulatory documents and programs, where appropriate.*
- *MH#5: Improve the hazard Assessment in the Canby Natural Hazard Mitigation Plan.*
- *MH#6: Identify and pursue funding opportunities to develop and implement hazard mitigation activities.*
- *MH#7: Identify, plan, and establish an alternate potable water source on the Willamette River.*
- *FL#1: Evaluate & upgrade surface water management infrastructure and identify appropriate mitigation strategies.*
- *FL#2: Ensure continued compliance in the National Flood Insurance Program (NFIP) through enforcement of local floodplain management ordinances.*
- *FL#3: Identify mitigation strategies to address flooding issues in the bottom lands.*
- *LS#1: Reduce the vulnerability of property owners in landslide-prone areas.*
- *EQ#1: Conduct seismic evaluations and upgrades on identified critical/essential facilities & infrastructure from implementing appropriate structural and non-structural mitigation strategies.*
- *SS#1: Obtain funding to bury power lines subject to frequent failures to reduce power outages from the windstorm and severe winter storm hazard, where possible.*
- *WF#1: Promote fire-resistant strategies for new and existing developments.*

*Note: the City of Canby does not believe that implementing drought and volcanic-related mitigation activities will be cost-effective at this time. As such, the city has not identified drought or volcanic-eruption mitigation action items.*

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

**DATE:** June 19, 2013  
**TO:** Honorable Mayor Hodson and City Council  
**FROM:** Haley Fish, Finance Director  
**THROUGH:** Greg Ellis, City Administrator  
**RE:** Closing the 911 Emergency Fund, the Debt Service Fund and the Capital Reserve Fund

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Issue: Closing three funds.

Background: In the past, the city received distribution of state 9-1-1 excise tax directly into its 911 Emergency Fund. An annual transfer from the Police Department to the 911 Emergency Fund was made in an amount sufficient to subsidize the cost of dispatch services provided by CCOM. However, with the passage of SB 1559, 911 distributions made after January 1, 2013, will be made directly to CCOM. The Police Department is now responsible for paying what is billed for dispatch services therefore this fund is recommended for closure.

The Debt Service Fund was created to combine all non-bond debt into one fund. This created added layers of transfers between funds and it was deemed more efficient and transparent to show debt payments from the departments that incurred the obligation, therefore this fund is recommended for closure.

Historically, the Capital Reserve Fund received transferred amounts from General Fund departments, as well as interest revenue. It is recommended that this fund be closed to the General Fund at this time. Future needs will be expended directly from the General Fund department budgets. Accumulated PEG fees will be moved to the General Fund and disbursed through the Administration Department. Accounting of these restricted funds will be maintained by the Finance Department.

Recommendation: Staff recommends that the Council adopt Resolution 1168.

Attached: Resolution No. 1168

**RESOLUTION NO. 1168**

**A RESOLUTION CLOSING THREE CITY FUNDS AND DEPOSITING THEIR ENDING BALANCES INTO THE GENERAL FUND**

**WHEREAS**, there are three funds, the 911 Emergency Fund, the Debt Service Fund and the Capital Reserve Fund, which no longer have a dedicated stream of revenue to meet the purposes for which they were established; and

**WHEREAS**, in the future, revenues from the General Fund will be used to meet any ongoing obligations that would have been paid by either of these funds; and

**WHEREAS**, the Canby City Council wishes to close these funds as of June 30, 2013, and transfer their ending balances, if any, to the General Fund; therefore

**IT IS HEREBY RESOLVED** by the City of Canby Council as follows:

1. That the 911 Emergency Fund, the Debt Service Fund and the Capital Reserve Fund shall be closed as of June 30, 2013, and their ending balances, if any, be deposited into the General Fund.

This resolution shall take effect on June 19, 2013.

**ADOPTED** this 19<sup>th</sup> day of June 2013 by the Canby City Council.

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Brian Hodson  
Mayor

ATTEST:

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Kimberly Scheafer, MMC  
City Recorder

**RESOLUTION 1169**

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR THE LOANING OF MONEY FROM THE CITY OF CANBY TO THE URBAN RENEWAL AGENCY AND PLEDGING OF TAX INCREMENT REVENUES**

**WHEREAS**, the Canby Urban Renewal Agency (the “Agency”) and the City of Canby, Clackamas County, Oregon (the “City”) are currently planning projects set forth in the Canby Urban Renewal Plan dated November 24, 1999, as amended June 23, 2009, including the acquisition, construction, equipping and furnishing of a new library (the “Library Project”); and

**WHEREAS**, the Agency is charged with acquiring certain real property necessary for the Library Project and has negotiated a Purchase and Sale Agreement for such acquisition with the Canby Utility Board (“Purchase and Sale Agreement”); and

**WHEREAS**, the Agency has approved the Purchase and Sale Agreement by separate resolution, and the closing of the purchase is subject to, among other contingencies, available funding; and

**WHEREAS**, the Agency has need for funds to be available in the amount of \$950,000 to close the purchase pursuant to the Purchase and Sale Agreement; and

**WHEREAS**, the City has sufficient uncommitted funds in the Sewer Combined Fund available to loan to the Agency on reasonable terms to allow such closing; and

**WHEREAS**, the Agency and the City wish to enter into an intergovernmental agreement to authorize the Agency borrowing,

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

1. The City of Canby authorizes the Intergovernmental Agreement (“IGA”) with the Canby Urban Renewal Agency substantially in the form attached as hereto as Exhibit A.

This resolution will take effect on June 19, 2013.

ADOPTED this 19<sup>th</sup> day of June 2013 by the City of Canby City Council.

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Brian Hodson  
Mayor

ATTEST:

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Kimberly Scheafer, MMC  
City Recorder

EXHIBIT A  
Intergovernmental Agreement

## **INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement is executed this \_\_\_ day of July 2013, by and between the CITY OF CANBY, OREGON, a municipal corporation of the State of Oregon (the “City”) and the CANBY URBAN RENEWAL AGENCY, OREGON, a public body created and activated under ORS Chapter 457 (the “Agency”).

### **RECITALS**

- A. Pursuant to ORS 190.010, units of local government are authorized to enter into intergovernmental agreements with other units of local governments for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have the authority to perform.
- B. Each of the parties to this agreement is a “unit of local government” as defined in ORS 190.003. Each of the parties has the legal authority for the performance of any and all functions and activities set forth herein.
- C. The Agency, as the duly authorized and acting urban renewal agency of the City of Canby, Oregon is charged to undertake certain redevelopment activities in the redevelopment area pursuant to ORS Chapter 457 and the Plan.
- D. Pursuant to ORS 457.190, the Agency is authorized to borrow money and accept advances, loans, grants and any other form of financial assistance from a public body for the purposes of undertaking and carrying out urban renewal projects.
- E. Pursuant to ORS 457.320 the City is authorized to exercise any of its powers to assist in the planning or the carrying out of an urban renewal plan.
- F. The City and the Agency are currently planning projects set forth in the Plan, including the acquisition, construction, equipping and furnishing of a new library (the “Library Project”).
- G. The Agency is charged with acquiring certain real property necessary for the Library Project and has negotiated a Purchase and Sale Agreement for such acquisition with the Canby Utility Board.
- H. The Agency has approved the Purchase and Sale Agreement by separate resolution, and the closing of the purchase is subject to available funding.
- I. The Agency has need for funds to be available in the amount of \$950,000 to close the purchase pursuant to the Purchase and Sale Agreement, and subject to the satisfaction of all contingencies in the Purchase and Sale Agreement.



- J. The City has sufficient uncommitted funds available to loan to the Agency on reasonable terms to allow such closing.
- K. The Agency finds it desirable to authorize the borrowing of not more than \$950,000 to be used for acquisition of certain real property necessary for the Library Project and to pledge the Tax Increment Revenues as security for such borrowing (“City Loan”).
- L. The Agency and the City have determined that the Agency has the capacity to repay the City Loan according to this IGA.
- M. The City finds it desirable to make the City Loan on the terms and conditions described herein.

**AGREEMENT**

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

- 1. Definitions. For purposes of this IGA, the following capitalized terms shall have the following meanings unless the context clearly requires otherwise:

“Area” means the Canby Urban Renewal Area which is described in the Plan;

“Authorized Representatives” means the Mayor of the City of Canby, or his designee, for the City and the Agency Chair, or his designee, for the Agency;

“City Loan” is the debt incurred by the Agency pursuant to this IGA;

“Debt Service” means the principal and interest due on the City Loan in the then current fiscal year according to the Schedule;

“Event of Default” means the declaration by the City of an event of default as a result of a determination by the City that there has been: (i) a failure to pay principal or interest on when due under this IGA, which failure continues, and is not cured, for a period of more than 30 days after the City has made written demand on the Agency to cure such failure, provided that an Agency failure to pay due to insufficiency of Tax Increment Revenues is not a default; or (ii) a failure by the Agency to comply with any of its obligations, or to perform any of its duties, under this IGA, which failure continues, and is not cured, for a period of more than 30 days after the City has made written demand on the Agency to cure such failure; or (iii) a material misrepresentation by the Agency in this IGA;

“Fiscal Year” means the period from July 1 to June 30 in any year.

“Plan” means the Canby Urban Renewal Plan, which is dated November 24, 1999, as amended;

“Prior Debt” means any unpaid, outstanding indebtedness issued or incurred prior to the Effective Date;

“Project Fund” means any separate fund or account which is not part of the Tax Increment Fund, and which is used to hold the proceeds of the City Loan;

“Purchase and Sale Agreement” means that Purchase and Sale Agreement between the Agency and the Canby Utility Board authorized by the Agency on June 19, 2013 by Resolution URR 13-007.

“Resolution” means this resolution authorizing the IGA;

“Schedule” means the amortization schedule showing Agency Debt Service payments during the City Loan term, attached hereto as Exhibit A;

“Tax Increment Fund” means the fund which is established under ORS 457.440 to hold the Tax Increment Revenues; and

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

2. Promise to Pay; Incurring of Debt. The Agency, for value received, acknowledges itself indebted as of the Effective Date, and hereby promises to pay to the City, on the maturity date, the principal amount of \$950,000.00 with interest at the rate of 5% per annum, based on a 30 day month and 360 day year, and a maturity of not more than 10 years. Interest and principal shall be paid according to the Schedule attached to this IGA as Exhibit A. The Agency’s Tax Increment Revenues shall be available to pay the City Loan but the availability of such Tax Increment Revenues is subject to the lien of the Prior Debt. If Tax Increment Revenues are not available to pay the Debt Service, the unpaid balance, with interest will be capitalized at the end of the then current Fiscal Year and the City will provide the Agency a new Schedule revising the Debt Service for succeeding years, but not extending the term of the City Loan. This revision of the Schedule will not require an amendment to the IGA.
3. Security for City Loan. The City Loan shall not be a general obligation of the Agency. The principal of and the interest on the City Loan shall be payable solely from (a) the Tax Increment Revenues, including all amounts in the Tax Increment Fund, and (b) the proceeds of the City Loan. The Agency hereby pledges and grants a subordinate lien and security interest in, the Agency’s right, title and interest in the Tax Increment Revenues, including all amounts in the Tax Increment Fund to pay the City Loan. The Agency also hereby pledges and grants a subordinate lien and security interest in, the Agency’s right, title and interest in the Project Fund and the proceeds of the City Loan to pay the City Loan until such time as the Agency spends those proceeds.
4. City Loan Disbursal. The City Loan proceeds will be advanced to Agency on the or before the closing date specified in the Purchase and Sale Agreement. No funds will be advanced until all contingencies to closing have been satisfied or waived and the parties to the Purchase and Sale Agreement are prepared to close the sale and purchase except for available funds. Upon acceptance of the City

Loan proceeds, Agency agrees to proceed with due diligence to acquire the property in accordance with the Purchase and Sale Agreement.

5. Prepayment. Any prepayment of the City Loan shall not be subject to a prepayment fee.
6. The Tax Increment Fund. The Agency covenants to deposit all of the Tax Increment Revenues into the Tax Increment Fund, and, so long as the City Loan is outstanding, to expend the Tax Increment Revenues from the Area only for the following purposes, in the following order of priority:
  - a. To repay Prior Debt;
  - b. To repay the City Loan; and
  - c. For any other lawful purpose.
7. Additional Covenants.
  - a. The Agency covenants to cause the maximum amount of the Tax Increment Revenues to be collected each Fiscal Year.
  - b. The Agency shall immediately notify the City of any development which is likely to have a material, adverse effect on the financial condition of the Agency or the collection of Tax Increment Revenues while any amount remains outstanding under the City Loan.
  - c. The Agency may incur additional indebtedness secured by a lien on the Tax Increment Revenues the security for which is prior to or subordinate to this City Loan.
  - d. The City and Agency have each taken the actions necessary to authorize this IGA and no challenge or appeal to such actions is pending.
  - e. The Authorized Representatives are authorized to execute this IGA on behalf of their respective bodies.
  - f. This IGA may be modified upon written mutual agreement of the City and the Agency.
  - g. The Agency shall give provide the City with such additional information as the City may reasonably request while any amount remains outstanding under the City Loan.
8. Project- Fund; Use of Proceeds. The Project Fund shall be held by the Agency. Proceeds of the City Loan shall be deposited in the Project Fund, or into a third party escrow fund at the direction of the Agency Authorized Representative, and shall be used only to pay for costs of the purchase of the property described in the Purchase and Sale Agreement and only after the contingencies to such purchase and sale have been satisfied.

9. Delegation. The Authorized Representatives, and each of them, are hereby authorized on behalf of the Agency or the City, respectively, and without further action by the Agency or the City Council:
  - a. to establish the Effective Date of the City Loan, its maturity date and other terms of the City Loan;
  - b. to execute and deliver any and all documents necessary or desirable in connection with the City Loan; and
  - c. to take any other action which is desirable in order to deliver the City Loan in accordance with this IGA.
10. Default. If an Event of Default occurs, the City may exercise any remedy available at law or in equity. No remedy shall be exclusive. The City may waive any Event of Default, but no such waiver shall extend to a subsequent Event of Default.
11. Effective Date; Termination. This IGA shall be effective as of the date first set out above, but in no event before July 1, 2013, and shall terminate upon payment of the City Loan. The Agency will give the City written notice of the Effective Date immediately after the closing. If the closing does not occur on or before September 30, 2013, this IGA will terminate upon Agency's notice to the City that the closing has not occurred, provided however, that City and Agency may agree to extend the IGA
12. Binding Effect. This IGA will be binding on and inure to the benefit of the parties and their respective successors and assigns.
13. Assignment. None of the rights, interests, or obligations under this IGA will be assigned by any party without the prior written consent of the other parties.
14. Third Party Beneficiaries. Nothing in this IGA is intended or will be construed to confer on any person, other than the parties to this IGA, any right, remedy, or claim under or with respect to this IGA.
15. Amendment. This IGA may be amended only by an instrument in writing executed by the parties, which writing must refer to this IGA.
16. Counterparts. This IGA may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.
17. Notice. Any notices under this IGA will be in writing and effective upon personal delivery to the signatories below or two days after mailing, first class postage prepaid, to a party at the addresses given by written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this IGA.

CITY OF CANBY  
CLACKAMAS COUNTY, OREGON

By \_\_\_\_\_  
Authorized Representative

CANBY URBAN RENEWAL AGENCY, the duly  
authorized and acting urban renewal agency of the City of  
Canby, Oregon

By \_\_\_\_\_  
Authorized Representative

# Loan Amortization Schedule

Enter values	
Loan amount	\$ 950,000.00
Annual interest rate	5.00 %
Loan period in years	10
Number of payments per year	1
Start date of loan	7/18/2013
Optional extra payments	\$ -

Loan summary	
Scheduled payment	\$ 123,029.35
Scheduled number of payments	10
Actual number of payments	10
Total early payments	\$ -
Total interest	\$ 280,293.46

Lender name: Sewer Combined Fund to URA

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	7/18/2014	\$ 950,000.00	\$ 123,029.35	\$ -	\$ 123,029.35	\$ 75,529.35	\$ 47,500.00	\$ 874,470.65	\$ 47,500.00
2	7/18/2015	\$ 874,470.65	\$ 123,029.35	\$ -	\$ 123,029.35	\$ 79,305.81	\$ 43,723.53	\$ 795,164.84	\$ 91,223.53
3	7/18/2016	\$ 795,164.84	\$ 123,029.35	\$ -	\$ 123,029.35	\$ 83,271.10	\$ 39,758.24	\$ 711,893.74	\$ 130,981.77
4	7/18/2017	\$ 711,893.74	\$ 123,029.35	\$ -	\$ 123,029.35	\$ 87,434.66	\$ 35,594.69	\$ 624,459.08	\$ 166,576.46
5	7/18/2018	\$ 624,459.08	\$ 123,029.35	\$ -	\$ 123,029.35	\$ 91,806.39	\$ 31,222.95	\$ 532,652.68	\$ 197,799.42
6	7/18/2019	\$ 532,652.68	\$ 123,029.35	\$ -	\$ 123,029.35	\$ 96,396.71	\$ 26,632.63	\$ 436,255.97	\$ 224,432.05
7	7/18/2020	\$ 436,255.97	\$ 123,029.35	\$ -	\$ 123,029.35	\$ 101,216.55	\$ 21,812.80	\$ 335,039.42	\$ 246,244.85
8	7/18/2021	\$ 335,039.42	\$ 123,029.35	\$ -	\$ 123,029.35	\$ 106,277.37	\$ 16,751.97	\$ 228,762.05	\$ 262,996.82
9	7/18/2022	\$ 228,762.05	\$ 123,029.35	\$ -	\$ 123,029.35	\$ 111,591.24	\$ 11,438.10	\$ 117,170.81	\$ 274,434.92
10	7/18/2023	\$ 117,170.81	\$ 123,029.35	\$ -	\$ 117,170.81	\$ 111,312.27	\$ 5,858.54	\$ -	\$ 280,293.46

**ORDINANCE NO. 1377**

**AN ORDINANCE AUTHORIZING THE CITY OF CANBY TO ENTER INTO AN AMENDED CONTRACT WITH KINTECHNOLOGY INCORPORATED TO CONTINUE TO PROVIDE COMPUTER TECHNICAL SERVICES FOR THE CITY; AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Canby desires to continue its contract between the City and KinTechnology Incorporated to provide computer technical services for the City; and

**WHEREAS**, the current contract with KinTechnology Incorporated needs to be renewed and amended;

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

**Section 1.** The City Administrator is hereby authorized on behalf of the City to enter into an amended Personal Services Agreement with KinTechnology Incorporated to continue to provide computer technical services for the City. A copy of the Personal Services Agreement is attached hereto as Exhibit "A."

**Section 2.** Inasmuch as it is in the best interest of the citizens of Canby, Oregon, to maintain computer technical services in order to provide both essential and general services to the public, an emergency is hereby declared to exist and this ordinance shall take effect immediately upon its enactment.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, June 5, 2013, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on Wednesday, June 19, 2013, commencing at the hour of 7:30 pm at the Council Meeting Chambers located at 155 N.W. 2<sup>nd</sup> Avenue, Canby, Oregon.

---

Kimberly Scheafer, MMC  
City Recorder

2nd Reading

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 19<sup>th</sup> of June 2013, by the following vote:

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

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

ATTEST:

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



## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and KinTechnology, Inc. (Contractor).

- A. City requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree a Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. Contractor understands it is required to obtain a City of Canby Business License for conducting business in the City. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.
- 3. Compensation:
  - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "B" attached hereto. Contractor agrees that \$85,000.00 is the not to exceed price of this contract, without prior written approval from the City.
  - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the City may be withheld pending settlement.
  - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
  - A. Contractor's services shall be provided under the general supervision of the Assistant City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
  - B. Contractor certifies that it is either a carrier-insured employer or a self-

insured employer as provided in Chapter 656 of the Oregon Revised Statutes.

C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

5. Subcontractors and Assignment. Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions this agreement as well as applicable OSHA regulations and requirements.

6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City.

7. Term.

A. This Agreement may be terminated by:

1. Mutual written consent of the parties.

2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.

3. City, effective upon deliver of written notice to Contractor by certified mail, or in person, under any of the following:

a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.

b. If Contractor fails to abide by the terms of this Agreement.

c. If services are no longer required.

8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

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

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

Insurance naming the City of Canby as an additional insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.

B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.

C. For Professional Liability—errors and omissions—a \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. **(Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.).** For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.

D. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement.

10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals there from.
11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
12. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.
13. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.

CITY: Amanda Zeiber, Assistant City Administrator  
City of Canby  
PO Box 930  
182 N. Holly Street  
Canby, OR 97013

CONTRACTOR: Shauna Kimble  
KinTechnology, Inc.  
PO Box 305  
Canby, OR 97013

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

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

CONTRACTOR:

CITY OF CANBY

By: 

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

Date: 3/27/13

Date: \_\_\_\_\_

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

Approved as to Form:

  
Joseph Lindsay  
City Attorney

**LIST OF SUBCONTRACTORS**

***As per Section 5 of the Personal Services Agreement, the following businesses will be subcontractors. Subcontractors are required to have a City of Canby Business License prior to commencing work under this contract.***

<b>Name of Business</b>	<b>Address</b>	<b>Phone</b>	<b>CCB#</b>

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

\_\_\_\_\_ **City of Canby**

\_\_\_\_\_ **Date**

## **EXHIBIT A**

### **Monthly Scope of Services:**

- One technician for an average of 36-40 hours per week.
- Maintain network level web filtration system.
- Maintain thorough inventory documentation.
- Coordinate and consolidate all requests for support using KinTech ticketing system.
- Monitor network system status and performance.
- Create and manage users and groups.
- Manage data organization and security.
- Manage data backup and data restore systems.
- Planning, installation, and maintenance of physical network backbone.
- Manage internal and external network security.
- Planning and maintenance of email systems.
- Research and implement technology advancements.
- Plan, research, and assist with acquisitions of new hardware and software.
- Setup, configure, and maintain new and current workstations.
- Troubleshoot software and hardware issues.
- Relocate user workstation environments.
- Removal of spyware and viruses from network systems.
- Troubleshoot and maintain network printing.
- Assess user requirements and propose solutions to meet them.
- Manage hardware recycling and, or secure disposal.
- Create documentation for training purposes.
- Provide training for users on hardware and software systems.

Scope of Services does not include the following:

- All hardware needs - costs will be discussed as needed.
- Anti-Virus licensing renewals - City will be responsible for renewal fees.
- Web Filtration subscriptions - services/system available for \$150 per device per month.
- Anti-Spam filtration subscription - Service available at a cost of \$3.25 per user per month.

## **EXHIBIT B**

### **Monthly Service Fee:**

\$7083 set monthly fee not to exceed \$85000.00 for the 13'-14' budget year.

### **Other Services:**

Other services not included in the above *Monthly Scope of Services* will be charged at our regular rates listed below. All charges will be approved in advance by an authorized City representative. [Authorized City representatives include Assistant City Administrator/HR Director, City Administrator, and City Recorder.]

Rates - Base hourly rates apply to services provided during normal weekday business hours Monday through Friday, 8:00am to 6:00pm in the time zone where services are performed. Holiday rates will be charged at double the base hourly rate on national holidays. Emergency rates will be charged at double that base hourly rate for non-scheduled urgent-care-response events. *Overtime* rates will be charged at one and one half times the base hourly rate during non-holiday, non-emergency and nonweekday business hours. KinTechnology reserves the right to change base hourly rates with prior notice to customers.

#### **Base Hourly Rates**

\$95/hr

\$125/hr

\$125/hr

\$95 to \$125/hr

\$95 to \$125/hr

#### **Consulting Position**

PC/MAC Tech

Networking Tech

Server Tech

Programmer

Training

**ORDINANCE NO. 1379**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO AWARD A CONTRACT WITH C.R. WOODS TRUCKING, INC IN THE AMOUNT OF \$229,800.50 FOR CONSTRUCTION OF THE NORTHWOOD PARK PROJECT; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Canby has heretofore advertised and received four (4) bids for the Northwood Park Project; and

**WHEREAS**, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on April 12, 2013 and April 17, 2013; and

**WHEREAS**, bids were received and opened on May 8, 2013 at 2:00 pm in the Planning and Development Conference Room of the City of Canby and the bids were read aloud:

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

C. R. Woods Trucking, Inc.	\$229,997.50
T Edge Construction, Inc.	\$236,750.00
Columbia -Cascade Construction, Inc.	\$249,000.00
Brock Construction	\$299,800.00

**WHEREAS**, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, June 5, 2013, 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 C.R. Woods Trucking, Inc.; now therefore

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

Section 1. The Mayor and/or City Administrator are hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate contract with C.R. Woods Trucking, Inc. for the construction of the Northwood Park Project in the amount of \$229,997.50. A copy of the contract with C.R. Woods Trucking, Inc. is attached hereto and marked as Exhibit "A" and by this reference incorporated herein.

2nd Reading



Section 2. Inasmuch as it is in the best interest of the citizens of Canby, Oregon, to complete this project as soon as possible, an emergency is hereby declared to exist and this ordinance shall therefore take effect immediately upon its enactment after final reading.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, June 5, 2013; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, June 19, 2013, after the hour of 7:30 p.m. at the Council Meeting Chambers located at 155 NW 2<sup>nd</sup> Avenue, Canby, Oregon.

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

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 19th day of June 2013, by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

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

ATTEST:

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

2nd Reading

## CONTRACT FOR CONSTRUCTION

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **City of Canby**, herein called the **Owner** and **C.R. WOODS TRUCKING, INC.**, herein called the **Contractor**.

IT IS AGREED:

### ARTICLE 1. WORK

In consideration of the agreements herein made by the Owner and the sums of money to be paid to the Contractor by the Owner in the manner and form as provided in the attached Contract Documents, the Contractor agrees to furnish all labor, tools, appliances, equipment, plant and transportation, and any and all other expenses necessary or incidental to the performance of the work as specified or shown in the Contract Documents, including such alternates and additional bid items as are listed in Article 3.

The work is generally described as the Northwood Park Project (Project).

The Project consists of the following: Set up and installation of all playground equipment, including the foundation, curb, and fill required to surround the play structure, along with the construction of a concrete slab foundation, and set up and installation of a covered shelter. The project also includes the installation of a drinking fountain, two waste receptacles, and a portable restroom facility, including a concrete pad for the portable restroom to be located on. Site improvements to the project area include construction of a sidewalk access to all playground equipment, as well as landscaping involving the installation of bark mulch and 100 rose bushes.

The Contract Documents, which define the work covered by this agreement, are filed at the City of Canby, and identified by the signatures of the parties to this Agreement.

The work was designed by and the Contract Documents were prepared by Kennedy/Jenks Consultants herein referred to as the Design Engineer.

The Owner's Representative will be designated by the Owner prior to the start of construction. The Owner's Representative will assume the duties and responsibilities and will have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the work in accordance with the Contract Documents.

### ARTICLE 2. CONTRACT TIME AND LIQUIDATED DAMAGES

- (a) Time of Performance. In accordance with the specifications, the Contractor further agrees to plan the work and to prosecute it with diligence and shall commence the work within ten (10) days after the date established in Notice to Proceed from the Owner, and shall Finally Complete the Work within the time allotted from date of commencement in the Notice to Proceed. The following times are allotted for Final Completion of the Work:

**The time to Substantial Completion of Work shall be 150 calendar days from Notice to Proceed.**

**The time to Final Completion of Work shall be 180 calendar days from Notice to Proceed.**

See Specification Section 01040 for additional coordination and project requirements.

- (b) Liquidated Damages: The Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not completed within the times specified in paragraph (a) 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 a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner Five Hundred dollars (\$500) for each day that expires after the time specified in Article 2 (a) for Completion until the Work is fully complete and the Owner issues a notice of Final Completion.

**ARTICLE 3. CONTRACT PRICE**

The Owner shall pay the Contractor for completion of the work in accordance with the Contract Documents in current funds as follows:

The total Contract Price for work awarded is:

**Two hundred twenty nine thousand nine hundred ninety seven dollars and fifty cents (\$229,997.50 )**

**ARTICLE 4. RETAINAGE**

- (a) The Owner will withhold 5% as retainage from each progress payment due to the Contractor. Retainage shall be paid to the Contractor at the time of Final Payment as set forth in paragraph 13.13 of the General Conditions.
- (b) In lieu of retainage, provisions may be made as provided in ORS 279C.560 for depositing with the Owner, approved bonds or securities of value equal to the retainage.

**ARTICLE 5. PAYMENTS**

- (a) Payments will be made to the Contractor for work performed at the times and in the manner provided in the Contract Documents, Article 13 of the General Conditions. Payment will be made at bid prices for awarded Bid Items, plus amounts of approved Change Orders.
- (b) The Owner shall retain a minimum of 5% of the amount of each progress payment as specified in Article 13 of the General Conditions. If recommended by the Engineer, payments may include 95% of the invoiced value of major equipment items that have been delivered, stored, and protected at the site and that meet other requirements of the General Conditions, Article 13, paragraph 13.3.
- (c) The period covered by each Application for Payment shall be one calendar month ending on the 25<sup>th</sup> day of each calendar month. On average, the Owner will make payment within 30 days after the Engineer issues a Recommendation for Payment.

## **ARTICLE 6. COMPONENT PARTS**

This Contract shall consist of the following documents, each of which is on file in the office of the Owner and all of which are incorporated herein and made a part hereof by reference thereto:

- (a) This Agreement
- (b) Performance Bond
- (c) Payment Bond
- (d) Notice of Award
- (e) General Conditions
- (f) Supplementary Conditions
- (g) Addenda Numbered \_\_\_\_\_ through \_\_\_\_\_ inclusive
- (h) General Requirements
- (i) Contractors Bid and Instructions to Bidders
- (j) Documentation submitted by the Contractor with Bid
- (k) Prevailing Wage Rate Forms
- (l) First-Tier Subcontractor Disclosure Form
- (m) Technical Specifications
- (n) Drawings
- (o) Executed Change Orders, if any, which may be effective after the date of this Agreement
- (p) Required Insurance
- (q) Notice to Proceed
- (r) Non-Collusion Affidavit
- (s) Addendum to Agreement for Oregon Public Contracting requirements

There are no Contract Documents other than those listed above.

## **ARTICLE 7. CONTRACT REPRESENTATIONS**

In consideration of the Owner entering into this Agreement, the Contractor makes the following representations:

- (a) The Contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
- (b) The Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions, which are identified in the Information Available to Bidders, and accepts the limitations set forth in the General Conditions as to the extent to which the Contractor may rely on the information contained in such reports and drawings or otherwise provided by the Owner, the Design Engineer, or the Engineer.
- (c) The Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to or to supplement those referred to in paragraph 7 (b) above, which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance, or

furnishing of the work as the Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 3 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by the Contractor for such purposes.

- (d) The Contractor has reviewed and checked all information and data shown, or indicated on the Contract Documents with respect to existing facilities, existing utilities, existing underground or concealed utilities, and existing underground facilities at or contiguous to the site and accepts the limitations set forth in the General Conditions as to the extent to which the Contractor may rely on such information or on other information provided by the Owner, the Design Engineer, or the Engineer. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect to said existing facilities, existing utilities, existing underground or concealed utilities, and underground facilities are or will be required by the Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 3 of the General Conditions.
- (e) The Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- (f) The Contractor has given the Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the written resolution therefore by the Engineer is acceptable to the Contractor.

## **ARTICLE 8. CONTRACTOR DECLARATIONS**

The Contractor declares the work will be conducted pursuant to the following requirements of the State of Oregon:

- (a) Prevailing Wage Rates

The contract is for public work subject to ORS 279C.800 through 279C.870, relating to minimum wage and compensation levels for employees, and the Contractor certified that all provisions shall be complied with, and certifies that employees shall be paid the BOLI or Davis-Bacon prevailing wage rate as determined by the Oregon Labor Commissioner or the Secretary of the United States Department of Labor, whichever is greater, and further agrees to pay such wages not less than once per week. Wage rate certifications shall be submitted as required by the statutes. The prevailing wage rate determinations are available on the Oregon Bureau of Labor and Industries website at: [www.oregon.gov/BOLI/WHD/PWR/index.shtml](http://www.oregon.gov/BOLI/WHD/PWR/index.shtml). A hard copy of the prevailing wage rate determination may be obtained by calling BOLI at: 971-673-0761

- (b) Labor Regulations and Hours of Labor

Pursuant to ORS 279C.520, Contractor may not employ a person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay: (a) for all overtime in excess of eight hours in

any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or (b) all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (c) for all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

(c) First-Tier Subcontractor Disclosure Form

This form must be submitted, in a separate envelope, to the address receiving the Bid Document within (2) two working hours after the deadline when bids are due in accordance with ORS 279C.370. The First-Tier Subcontractor Disclosure Form may be submitted, in its own envelope, at the same time the Bid is submitted if desired.

(d) Pursuant to ORS 279C.505, which is hereby incorporated herein, the Contractor hereby agrees to: 1) Make payment promptly, as due, to all persons supplying contract labor or material for the prosecution of the work provided for in the contract; 2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract; 3) Not permit any lien or claim to be filed or prosecuted against the state county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished; and 4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(e) Deleted

(f) Deleted

(g) Contractor License

The Contractor declares that it possesses a valid State of Oregon Construction Contractors Board License in accordance with relevant OARs, at the time of signing this Agreement. The Contractor shall affirm its license numbers and expiration dates on this Agreement.

(h) Pursuant to ORS 279C.515, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the contracting agency may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract.

(i) Pursuant to ORS 279C.515, if Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or Contractor, Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the

contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

- (j) Pursuant to ORS 279C.515, if Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- (k) Pursuant to ORS 279C.530, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- (l) Pursuant to ORS 279C.530, all subject employers working under this Contract must be either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- (m) Contractor must include in each subcontract for property or services entered into by Contractor, including a material supplier, for the purpose of performing this contract:
  - 1. a payment clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the contracting agency under the contract; and
  - 2. an interest penalty clause that obligates Contractor, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract under subparagraph (a) of this paragraph.

Contractor may not be obligated to pay an interest penalty if the only reason that Contractor did not make payment when payment was due is that Contractor did not receive payment from the contracting agency when payment was due.

The interest penalty shall be: (A) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (B) Computed at the rate specified in ORS 279C.515(2).

Contractor must include in each of Contractor's subcontracts a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580(3) in each of the first-tier subcontractor's subcontracts and must require each of the first-tier subcontractor's subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

- (n) Contractor's obligation to pay a late payment interest penalty to a subcontractor under the payment terms of this Contract is not an obligation of the contracting agency. A contract modification will not be made for the purpose of providing reimbursement of such late payment interest penalty. Contractor will not include any amount for reimbursement of such late payment interest penalty in any cost reimbursement claim.

- (o) This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous oral and written agreements with respect to such subject matter. No amendment, modification, or variation of the terms and conditions of this Contract shall be valid unless it is in writing and signed by all parties hereto.
- (p) If there is a conflict between the express terms of this Agreement and any other document or agreements which are a part of the Contract Documents, the terms of this Contract shall prevail.

#### **ARTICLE 9. LIMITATION OF LIABILITY**

The Contractor stipulates that it has carefully reviewed the Contract Documents and finds them fit and sufficient for preparation of its bid and for construction of the work. The Contractor agrees that neither the Contractor nor any of its subcontractors or suppliers will make a claim against the Owner, the Design Engineer, or any of their agents, consultants, officers, employees, or shareholders for damages in excess of that allowed per article 10 of Section 00700.

#### **ARTICLE 10. MISCELLANEOUS**

- (a) Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.
- (b) 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, but 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.

The Owner and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the Owner has caused these presents to be executed in triplicate by its officers, thereunto duly authorized, and the Contractor has subscribed same, all on the day and year first above written. One counterpart each has been delivered to the Owner, the Contractor, and the Design Engineer.



**City of Canby**

By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Type or Print)

Title \_\_\_\_\_

Address for giving notices: PO Box 930, Canby, OR 97013.

**CONTRACTOR:**

By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Type or Print)

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Federal Employer Identification Number)

\_\_\_\_\_  
Oregon Construction Contractors Board License  
Number and License Expiration Date  
Telephone Number (\_\_\_\_) \_\_\_\_\_

(SEAL)

If the Contractor is a corporation, attach evidence of authority to sign.

ATTEST:

By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_

Title \_\_\_\_\_  
(Type or Print)

Address for giving notices \_\_\_\_\_

ACKNOWLEDGMENT

By a Corporation:

State of ( \_\_\_\_\_ )  
County of ( \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and he or she acknowledged to me that such corporation executed the same, pursuant to its by-laws or a resolution of its board of directors.

(SEAL) \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the County of

State of \_\_\_\_\_

END OF AGREEMENT

8-May-13

EXHIBIT 'B'

**City of Canby  
Northwood Park Project**

Bid Opening  
Bid List

Company	Time Stamp	Required bid documents							Bid Amount
		00300 -- Bid Form	00410 -- Bid Security	00416 -- Bidder's References	00420 -- Bidder's Qualifications	00440 -- First-Tier Subcontractor and Supplier Disclosure Form	00480 -- Noncollusion Affidavit	Acknowledgement of Addendum receipt	
C.R. Woods Trucking, Inc.	1:57: PM	X	X	X	X	X	X	X	\$229,997.50
Columbia-Cascade Const.,Inc	1:54: PM	X	X	X	X	0	X	X	\$249,000.00
T Edge Construction, Inc	1:51:PM	X	X	X	X	X	X	X	\$236,750.00
Brock Construction	1:50: PM	X	X	X	X	X	X	X	\$299,800.00
The apparent low bid is CR Woods Trucking, Inc at \$229,997,50									

**ORDINANCE NO. 1382**

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

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

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

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

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

**Section 2.** Inasmuch as it is in the best interest of the citizens of Canby, Oregon, to dispose of sludge and wastewater, in order to provide both essential and general services to the public, an emergency is hereby declared to exist and this ordinance shall take effect immediately upon its enactment.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, June 5, 2013, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on Wednesday, June 19, 2013, commencing at the hour of 7:30 pm at the Council Meeting Chambers located at 155 N.W. 2<sup>nd</sup> Avenue, Canby, Oregon.

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Kimberly Scheafer, MMC  
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 19th day of June 2013, by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

---

Brian Hodson  
Mayor

ATTEST:

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Kimberly Scheafer, MMC  
City Recorder

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and Heard Farms (Contractor).

- A. City requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree a Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. **Contractor understands it is required to obtain a City of Canby Business License for conducting business in the City. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.**
- 3. Compensation:
  - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. Contractor agrees that \$149,000 is the not to exceed price of this contract, without prior written approval from the City.
  - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the City may be withheld pending settlement.
  - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
  - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
  - B. Contractor certifies that it is either a carrier-insured employer or a self-

insured employer as provided in Chapter 656 of the Oregon Revised Statutes.

- C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

5. **Subcontractors and Assignment.** Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions this agreement as well as applicable OSHA regulations and requirements.

6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.

7. Term.

A. This Agreement may be terminated by:

1. Mutual written consent of the parties.
2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
3. City, effective upon deliver of written notice to Contractor by certified mail, or in person, under any of the following:
  - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
  - b. If Contractor fails to abide by the terms of this Agreement.
  - c. If services are no longer required.

8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

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

A. For General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.

B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.

C. For Professional Liability—errors and omissions—a \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. **(Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.)**. For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.

D. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement.

10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals there from.
11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
12. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.
13. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this



Agreement.

- 14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.

CITY: Greg Ellis, City Administrator  
 City of Canby  
 PO Box 930  
 182 N. Holly Street  
 Canby, OR 97013

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

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

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

**CONTRACTOR:** **CITY OF CANBY**

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

Approved as to Form:

\_\_\_\_\_  
 Joseph Lindsay  
 City Attorney

**LIST OF SUBCONTRACTORS**

**As per Section 5 of the Personal Services Agreement, the following businesses will be subcontractors. Subcontractors are required to have a City of Canby Business License prior to commencing work under this contract.**

<b><u>Name of Business</u></b>	<b><u>Address</u></b>	<b><u>Phone</u></b>	<b><u>CCB#</u></b>

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

\_\_\_\_\_  
**City of Canby**

\_\_\_\_\_  
**Date**

## EXHIBIT "A"

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

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

1. Heard Farms will pick up and dispose of sludge (bio-solids) from the City of Canby Wastewater Treatment Plant located at 1480 NE Territorial Road in Canby, Oregon, at a price of \$53.00 per ton.
2. The above-stated price of \$53.00 per ton will remain fixed for a two-year period commencing at the execution of the Personal Services Agreement and once hauling commences.
3. Heard Farms agrees to supply three (3) trailers for the City to pre-load the bio-solids for pick-up every Thursday (unless otherwise agreed upon mutually by the parties due to special circumstances).
4. Sludge (Bio-solids) are not required to meet the Class B standard in order for Heard Farms to haul them off and dispose of them. The sludge (bio-solids) need to be in the range of 5 to 9 on the pH scale. Any testing of the sludge (bio-solids) for disposal purposes will be the responsibility of Heard Farms and will be done at the Heard Farms facility. The City is not responsible for this testing at all.
5. Containers and/or trailers will be hauled off by Heard Farms within 24 hours of the load being ready.
6. The City continues to reserve the right to utilize their current contracted franchise agreement with Canby Disposal (Kahut) for its option of 150 tons per year of free disposal of sludge (bio-solids).
7. The City does not guarantee a specific amount of sludge (bio-solids) each month, but parties assume that amounts should be fairly consistent from month to month.
8. The City continues to reserve the right to haul off or have hauled off any excess sludge that Heard Farms cannot pick up and dispose of in a timely manner (by the end of each work week). The goal is to not have any sludge (bio-solid) storage over the weekends.
9. Both parties understand that this deal is also contingent upon pending litigation involving a sludge dryer. Heard Farms understands and accepts that the City may have to accommodate a period of testing of the sludge dryer, which could entail as much as six weeks of sludge being unavailable to Heard Farms. Further, this agreement is contingent upon the City being able to move the existing hopper out of the way—which is likewise associated with and controlled by the pending litigation.
10. Ownership of the sludge (bio-solids) transfers to Heard Farms upon pick-up by Heard Farms.

## Management Team Meeting Minutes

June 3, 2013

2:00 PM

### City Hall Conference Room

In attendance: Greg Ellis, Amanda Zeiber, Renate Mengelberg, Bryan Brown, Kim Scheafer, Bret Smith, Julie Wehling, and Darwin Tramel.

#### Kim Scheafer

- It's on the June 19 CC Agenda to cancel the July 3 Meeting
- Due to size of June 19 CC Agenda, please turn in items ASAP

#### Amanda Zeiber

- Handed out floor plan for new office space

#### Greg Ellis

- Main Street Manager will be forming a Parking Committee
- Sequoia Parkway extension is going well
- The PC will be having a public hearing regarding the new library next Monday

#### Bryan Brown

- Fred Meyer public hearing will be held June 24
- Meeting with representative regarding Phase 2 of the Dinsmore Estates
- Dog Park pre-app is Tuesday

#### Darvin Tramel

- Ten UIC's will be decommissioned
- Doing inspections on new businesses

#### Renate Mengelberg

- An Industrial and Commercial Property Owners Forum will be held tomorrow night in the Police Department Community Room from 7-8:30 PM
- Historic Review Board meeting tonight
- Canby Rental is moving forward on their remodel
- A Clackamas Community College intern will be working Tuesdays and Wednesdays through the Summer
- Met with Chamber last week regarding some businesses that need help

#### Julie Wehling

- Helping two classes at Knight Elementary with their transportation unit
- Met with the City Attorney and property owner regarding leasing the new space
- Working on a three year contract extension with MV Transportation

#### Bret Smith

- Community Room use has been heavy
- Working on a new web page
- Out of office June 6-11

*Minutes taken by Kim Scheafer*

## Management Team Meeting Minutes

June 10, 2013

2:00 PM

### City Hall Conference Room

In attendance: Greg Ellis, Amanda Zeiber, Renate Mengelberg, Bryan Brown, Kim Scheafer, Julie Wehling, Penny Hummel, Joseph Lindsay, Eric Laitinen, and Darwin Tramel.

#### Kim Scheafer

- Reviewed Agenda for June 19 CC & URA Mtgs.

#### Renate Mengelberg

- Industrial and Commercial Property Owners Forum went well last week.
- Main Street Manager is working with downtown businesses regarding parking
- Gave presentation to C4 Committee last Thursday
- Out of office on Friday

#### Greg Ellis

- Animal permit was received for a cow, chickens and llamas in a commercial property zone

#### Darvin Tramel

- Stormwater Committee met this morning
- Working on Stormwater annual report

#### Julie Wehling

- Finalizing paperwork on MV Contract and lease

#### Eric Laitinen

- Today is the last day of spring school lessons
- Out of office June 27 – July 7

#### Joseph Lindsay

- Working on resolutions for upcoming meeting
- Working on a model ordinance for telecommunications

#### Bryan Brown

- PC public hearing for the new library site and design review is tonight
- LUBA appeal was remanded back to City
- Out of office on Thursday

#### Penny Hummel

- Marty Moretty's retirement reception will be on June 21
- Will be recruiting for two other positions
- Groundbreaking for Library will be in August

#### Amanda Zeiber

- Depending upon the PC meeting, City offices will move between July 15-31

*Minutes taken by Kim Scheafer*

<b>CITY COUNCIL / URA MEETING FOLLOW-UP ITEMS</b>				
<b>ORIG. CC / URA MTG. DATE</b>	<b>ITEM</b>	<b>STATUS</b>	<b>ASSIGNED TO</b>	<b>TARGET DATE FOR CC OR URA MTG.</b>
July 11, 2012	Retail Business Recruitment Update	Begun	Jamie Stickel	TBD
	Dog Park Construction Contract	Engineering underway	Matilda Deas	June 2013
	New Tree Ordinance	Underway	Matilda Deas/Sol Jacobsen	June 2013
July 11, 2012	Main Street Annual Report	Not started	Jamie Stickel	July 10, 2013
	Stormwater Master Plan Adoption	Consultant is working on plan	Darvin Tramel	Fall 2013
	Buildable Land Needs Study	Analysis underway	Matilda Deas	August 2013
	NE Canby Master Plan	1st meeting in March	Matilda Deas	December 2013
	N Redwood Master Plan	Not started (Need Funding)	Matilda Deas	June 2014

<b>OTHER STAFF ITEMS</b>				
<b>DATE</b>	<b>ITEM</b>	<b>STATUS</b>	<b>ASSIGNED TO</b>	<b>TARGET DATE</b>
	Maintain Police Accreditation - Police	On-Going	Melody Thompson & Lt. Jorge Tro	Next Assessment 2014
	Selling Property Partitioned Next to Maple Street Park (former location of Marshall House)	Waiting for better economic times to sell property		
	Participate as member of NW Regional Computer Forensic Laboratory - Police	Underway	Bret J. Smith	TBD
	Develop Dept Website - Police	Underway	Melody Thompson & Lt. Jorge Tro	June 2013
	Formalize Volunteer Program - Police	Underway	Melody Thompson & Lt. Jorge Tro	April 2014