



AGENDA

CANBY CITY COUNCIL REGULAR MEETING

April 20, 2011

7:30 PM

Council Chambers

155 NW 2nd Avenue

Mayor Randy Carson

Council President Walt Daniels

Councilor Richard Ares

Councilor John Henri

Councilor Brian Hodson

Councilor Jason Padden

Councilor Greg Parker

CITY COUNCIL REGULAR MEETING

1. CALL TO ORDER

A. Pledge of Allegiance and Moment of Silence

B. Window Safety Month 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 April 6, 2011 City Council Regular Meeting

B. Change of Ownership Liquor License Application for Ebner Custom Meats Pg. 2

7. RESOLUTIONS & ORDINANCES

A. Res. 1092, Adopting an IGA with the State of Oregon and Local Contracting Agency for Disposal of Surplus Property Pg. 4

B. Res. 1093, Adopting a Statement of Official Intent to Reimburse Capital Expenditures from the Proceeds of a Borrowing Reasonably Expected to be Entered Into by the City Pg. 18

8. NEW BUSINESS

9. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

10. CITIZEN INPUT

11. ACTION REVIEW

12. EXECUTIVE SESSION: ORS 192.660(2)(f) Exempt Public Records and ORS 192.660(2)(h) Pending Litigation

13. ADJOURN

*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Kim Scheafer at 503.266.4021 ext. 233. A copy of this Agenda can be found on the City's web page at www.ci.canby.or.us. City Council and Planning Commission Meetings are broadcast live and can be viewed on OCTS Channel 5. For a schedule of the playback times, please call 503.263.6287.



Office of the Mayor

Proclamation

Window Safety Month

WHEREAS, Ashley and Shane Reck from Molalla suffered the tragic passing of their son, Parker, on May 23, 2009 in a window fall; and

WHEREAS, every year around the nation, 4,000 children under 10 years of age fall from residential windows, resulting in broken bones, brain injuries and sometimes death. In Oregon the number is 50 children per year; and

WHEREAS, window fall prevention campaigns have demonstrated 66% and 83% reductions in the numbers of children falling from windows in the cities of Boston and Chicago; and

WHEREAS, the month of April has been designed as National Window Safety month with the goal of heightening year around awareness of what parent and caregivers should do to help keep their homes and families after from the risk of window falls or injuries in the home; and

WHEREAS, in memory of Parker and in effort to put an end to child window falls, Ashley and Shane Reck, together with the citizens of neighboring cities, Safe Kids, Oregon, the Children's Hospital at Legacy Emanuel and community partners have together researched, developed and launched a similar statewide window fall prevention campaign, "STOP at 4: The Campaign to STOP Window Falls", and

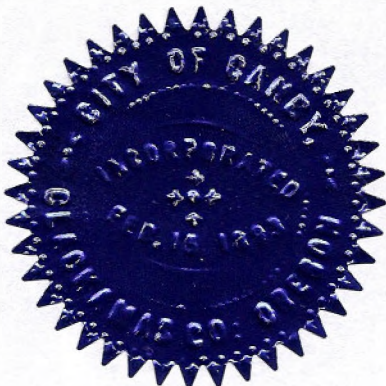
WHEREAS, the City of Canby supports the "STOP at 4" program.

NOW THEREFORE, I, Randy Carson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim the month of April as:

WINDOW SAFETY MONTH

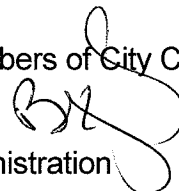
in the City of Canby and do urge all those in the Canby area to support and promote this observance.

Given unto my hand this 20th day of April 2011 in the City of Canby, Oregon.



Randy Carson
Mayor

Memo

To: Mayor Randy Carson & Members of City Council
From: Bret J. Smith, Chief of Police 
CC: Kim Scheafer, General Administration
Date: April 6, 2011
Re: Liquor License Application for Off Premises Sales License /
Ebner Custom Meats

I have reviewed the attached OLCC liquor license application for Off Premises Sales License for the business Ebner Custom Meats, located at 272 N Grant Street, Canby, Oregon.

Additionally, I have spoken with Michael Ebner, the owner of the business and I was told he will be working closely with OLCC as it relates to the necessary training for his employees on pertinent laws involving alcohol sales and related violations and crimes related to employee's failure to comply with the law.

I recommend the Canby City Council approve the request as written in the application.



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

75
RECEIVED my.
MAR 31 2011

Application is being made for: LICENSE TYPES <input type="checkbox"/> Full On-Premises Sales (\$402.60/yr) <input type="checkbox"/> Commercial Establishment <input type="checkbox"/> Caterer <input type="checkbox"/> Passenger Carrier <input type="checkbox"/> Other Public Location <input type="checkbox"/> Private Club <input type="checkbox"/> Limited On-Premises Sales (\$202.60/yr) <input checked="" type="checkbox"/> Off-Premises Sales (\$100/yr) <input type="checkbox"/> with Fuel Pumps <input type="checkbox"/> Brewery Public House (\$252.60) <input type="checkbox"/> Winery (\$250/yr) <input type="checkbox"/> Other: _____		ACTIONS <input checked="" type="checkbox"/> Change Ownership <input type="checkbox"/> New Outlet <input type="checkbox"/> Greater Privilege <input type="checkbox"/> Additional Privilege <input checked="" type="checkbox"/> Other <u>OTW</u> <div style="font-size: 2em; text-align: center;">P22253 L133820</div>	CITY AND COUNTY USE ONLY Date application received: _____ The City Council or County Commission: _____ (name of city or county) recommends that this license be: <input type="checkbox"/> Granted <input type="checkbox"/> Denied By: _____ (signature) (date) Name: _____ Title: _____
90-DAY AUTHORITY <input type="checkbox"/> 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: <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Individuals		OLCC USE ONLY Application Rec'd by: <u>QR</u> Date: <u>3-31-11</u> 90-day authority: <input type="checkbox"/> Yes <input type="checkbox"/> No	

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]
 ① Ebner Properties LLC ③ _____
 ② _____ ④ _____
2. Trade Name (dba): Ebner Custom Meats
3. Business Location: 272 N Grant St. Canby Clackamas OR 97013
 (number, street, rural route) (city) (county) (state) (ZIP code)
4. Business Mailing Address: 272 N Grant St. Canby OR 97013
 (PO box, number, street, rural route) (city) (state) (ZIP code)
5. Business Numbers: (503) 266-5678 (503) 263-2376
 (phone) (fax) 2376
6. Is the business at this location currently licensed by OLCC? ☒ Yes ☐ No
7. If yes to whom: Willard J Stone Type of License: OFF Prem's
8. Former Business Name: Fisher Meats
9. Will you have a manager? ☐ Yes ☐ No Name: _____
 (manager must fill out an Individual History form)
10. What is the local governing body where your business is located? _____
 (name of city or county)
11. Contact person for this application: Michael Ebner
 (name) (phone number(s))
272 N. Grant St Canby or 97013 (503) 263-2376
 (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 Michael Ebner Date 3-31-11 ③ _____ Date _____

② _____ Date _____ ④ _____ Date _____



M E M O R A N D U M

TO: *Honorable Randy Carson and City Council*
FROM: *Kim Scheafer, CMC, City Recorder*
DATE: *April 11, 2011*
THROUGH: *Greg Ellis, City Administrator*

Issue: The current IGA with the State of Oregon for the disposal of surplus City property has expired.

Synopsis: In March staff was notified that the current IGA with the State of Oregon for disposal of surplus property was expiring at the end of the month. The City currently uses this program for the disposal of City owned vehicles, vehicle parts, power tools, computer hardware, and furniture.

Recommendation: Staff recommends that Council adopt Resolution 1092.

Attached: Resolution 1092
Exhibit "A"

RESOLUTION NO. 1092

A RESOLUTION ADOPTING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF CANBY (CITY) AND THE STATE OF OREGON AND LOCAL CONTRACTING AGENCY FOR DISPOSAL OF SURPLUS PROPERTY.

WHEREAS, the City from time to time uses the State of Oregon to dispose of surplus property owned and under control of the City; and

WHEREAS, the City was notified that the previous IGA with the State of Oregon expired at the end of March; and

WHEREAS, the State of Oregon has proposed a form of IGA that is acceptable to the City; now therefore

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

1. That the attached IGA, marked as Exhibit "A" and by this reference incorporated herein, by and between the City of Canby and State of Oregon is hereby adopted. The City Administrator is authorized to sign the IGA on behalf of the City.

This resolution shall take effect on April 20, 2011.

ADOPTED this 20th day of April 2011, by the Canby City Council.

Randy Carson
Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE STATE OF OREGON AND LOCAL CONTRACTING AGENCY
FOR DISPOSAL OF SURPLUS PROPERTY**

This Intergovernmental Agreement (the "Agreement") is made and entered into this _____ day of _____, April, 2011, by and between the State of Oregon; Department of Administrative Services, (the "State") and City of Canby (the " Local Contracting Agency ") (collectively, the "Parties") for the purpose of setting forth the terms and conditions for services to be provided by the State for the disposal of surplus personal property owned or under the control of the Local Contracting Agency.

RECITALS

Pursuant to ORS 190.110 and ORS 279A.250 to ORS 279A.285 (the "Authorizing Statutes") and rules adopted in accordance with the Authorizing Statutes, the State is authorized to enter into intergovernmental agreements with state agencies, local governments and special government bodies for the acquisition, distribution, utilization, disposal or sale of surplus personal property in accordance with federal and state laws.

The parties to this Agreement wish to enter into this Intergovernmental Agreement for the disposal of Surplus Property. In entering into this Agreement, the Parties understand and acknowledge that the Local Contracting Agency has no obligation to utilize any of the Services (as defined hereafter) provided by the State pursuant to the Agreement. Notwithstanding this understanding and acknowledgment, the Parties agree that any transaction with respect to the Services provided hereunder shall be governed by this Agreement.

The Parties agree as follows:

1. **DEFINITIONS**

- (a) "Administrative Fee" means the fee, calculated in accordance with the Administrative Fee Schedule attached hereto as Attachment A, which is charged to the Local Contracting Agency by the State for the disposal of a Property Item.
- (b) "Information Documents" means (1) a Property Disposition Request and (2) a Property Tag and (3) such other documents about the Property Item as may be requested by the State.
- (c) "Marketing Fee" means the fee charged to a Local Contracting Agency for the cost incurred by the State in connection with the marketing of a Property Item.
- (d) "Property Disposition Request" means the form prepared by the Local Contracting Agency which requests the State to provide the Services which are the subject of this Agreement.
- (e) "Property Item" means Surplus Property of the Local Contracting Agency which the Local Contracting Agency requests the State to dispose of pursuant to this Agreement.

Exhibit "A"

- (f) "Property Tag" means the document prepared by the Local Contracting Agency for each Property Item which the State is authorized to dispose of on behalf of a Local Contracting Agency pursuant to the Agreement
- (g) "Reserve Price" means the minimum Transaction Price that the Local Contracting Agency will accept for the sale of the Property Item.
- (h) "Service Fee" means the fee charged to the Local Contracting Agency to cover the cost of repairs, maintenance or other services expended on a Property Item, by or at the direction of the State, when such repairs, maintenance or services may, in the judgment of the State, be expected to increase the potential Transaction Price of a Property Item.
- (i) "Services" means the acquisition, distribution, utilization, disposal or sale of Surplus Property of the Local Contracting Agency by the State.
- (j) "Surplus Property" means surplus personal property owned or under the control of the Local Contracting Agency that is designated by the Local Contracting Agency to be disposed of by the State.
- (k) "Surplus Property List" means the inventory list of Property Items for disposal maintained by the State.
- (l) "Transaction" means the disposal of a Property Item or group of Property Items by the State for and on behalf of the Local Contracting Agency.
- (m) "Transaction Price" means the disposal price received for a Property Item.

2. SERVICES TO BE PROVIDED.

The State agrees to provide the Services to the Local Contracting Agency on the terms and conditions set forth in the Agreement.

3. TERM OF THE AGREEMENT.

- (a). The Term of the Agreement shall be for a period of five (5) years commencing on the date it has been signed by the Parties and received all approvals required by applicable law.
- (b). The Agreement may be terminated by the Parties as provided in Section 6 below.

4. COMPENSATION TO THE STATE.

- (a). In consideration for the performance of the Services, the Local Contracting Agency shall pay an Administrative Fee to the State for each Transaction. In addition, the State may also require the payment of a Service Fee and Marketing Fee under the circumstances described hereafter. Local Contracting Agency agrees to pay these fees as assessed by the State.

Exhibit "A"

- (b). The State may charge a Service Fee to the Local Contracting Agency where, in the judgment of the State, the potential Transaction Price of the Property Item may be increased by the repairs, maintenance or services on the Property Item.
- (c). The State may charge a Marketing Fee under the circumstances set forth in Section 5 and Section 7 (c).
- (c). The amount due each of the Parties from the Transaction Price for the disposal of the Property Item shall be calculated as set forth hereafter:
 - (1) First, the Administrative Fee shall be calculated and deducted from the Transaction Price and retained by the State.
 - (2) Second, if a Service Fee or Marketing Fee has also been incurred by the State in connection with the disposal of a Property Item, such fees will be deducted from the balance of the Transaction Price remaining after the deduction of the Administrative Fee. These fees shall also be retained by the State.
 - (3) The balance of the Transaction Price remaining after the deductions set forth in (1) and (2) above shall be remitted to the Local Contracting Agency within thirty (30) days of the receipt of the Transaction Price by the State.

5. REMOVAL OF PROPERTY ITEM FROM SURPLUS PROPERTY LIST

The Local Contracting Agency may, at any time, remove a Property Item from the Surplus Property List by notifying the State in writing. Upon receipt of the notice, the State shall take all actions required to stop marketing efforts in progress for the specified Property Item. As a condition of the removal of the Property Item from the Surplus Property List under this Section, the Local Contracting Agency agrees to pay to the State, within thirty (30) days of receipt of an invoice, the greater of \$100 or the sum of the any Service Fee and Marketing Fee incurred by the State in connection with the Property Item.

6. TERMINATION OF THE AGREEMENT

- (a) This Agreement may be terminated without liability or penalty, by either party, upon thirty (30) days written notice. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
- (b) The State may terminate this Agreement immediately without liability or penalty in the event funding sufficient to support the program is suspended, withdrawn, denied or terminated. The State shall have absolute discretion to determine the availability of sufficient funding, and may effect termination of this Agreement by delivery of written notice to the Local Contracting Agency.

7. RESPONSIBILITY OF THE LOCAL CONTRACTING AGENCY.

- (a) Local Contracting Agency understands and acknowledges that it is under no obligation to utilize the Services of the State.

Exhibit "A"

- (b) In the event that the Local Contracting Agency wishes to utilize the Services provided by the State, it will prepare and deliver to the State, (1) a Property Disposition Request and (2) a Property Tag for each Property Item. These Information Documents submitted to the State shall contain true and correct information known or, which through due inquiry, reasonably should have been known, by the Local Contracting Agency.
- (c) The Local Contracting Agency may specify a Reserve Price for each Property Item. If the Local Contracting Agency chooses to specify a Reserve Price for a Property Item, it will provide the State with information to support the reasonableness of the requested Reserve Price. The Reserve Price will not be lowered without the agreement of the Local Contracting Agency. If the Local Contracting Agency chooses to specify a Reserve Price, the State may charge a Marketing Fee for any additional expense attributable to the marketing of the Property Item.
- (d) The Local Contracting Agency shall provide such additional information about the Property Item as may be requested by the State in order to provide the Services in an effective and efficient manner.
- (e) The Local Contracting Agency agrees to allow all Administrative Fees, Service Fees and Marketing Fees to be deducted from the Transaction Price in accordance with Section 4 prior to the final disbursement of the balance of the Transaction Price to the Local Contracting Agency.
- (f) Local Contracting Agency shall maintain such insurance as it may deem appropriate on each Property Item to be disposed of by the State pursuant to this Agreement. **The State hereby notifies the Local Contracting Agency that the State does not maintain insurance for the damage to or destruction of any Property Item.**

8. REPRESENTATION AND WARRANTIES OF THE LOCAL CONTRACTING AGENCY AND AGREEMENT TO INDEMNIFY FOR BREACH

Local Contracting Agency hereby represents and warrants as follows:

- (a) that it is authorized by applicable statutes, administrative rules, ordinances, charter provisions, by-laws and or other applicable governing authority to enter into this Agreement and the Transactions contemplated by this Agreement.
- (b) that this Agreement, when executed and delivered, is a valid and binding obligation of the Local Contracting Agency that is enforceable in accordance with its terms;
- (c) that it owns or is lawfully in possession of the Surplus Property which it authorizes the State to sell in connection with the Services.
- (d) that the information provided to the State with respect to each Property Item, including the information provided on the Information Documents, is true and correct to the best of its knowledge.

Exhibit "A"

- (e) that it will indemnify the State for any losses the State might suffer as a consequence of the breach of any of the representations and warranties set forth in Section 8 (a) through 8 (d) above.

9. RESPONSIBILITY OF THE STATE,

- (a) The State shall endeavor to use commercially reasonable efforts in providing the Services to the Local Contracting Agency.
- (b) The State will notify the Local Contracting Agency in writing at least thirty (30) days prior to any scheduled changes in services and or fees.
- (c) The State shall be obligated to transmit the proceeds of each Transaction to the Local Contracting Agency in accordance with the terms of the Agreement.
- (d) The State will take necessary actions to assist the Local Contracting Agency to become a subscriber to and user of the State Surplus Property disposal network, which belongs to and is used by the State of Oregon and its constituent agencies and divisions.

10. LIMITATION OF LIABILITY

The State's maximum liability for any damages claimed by the Local Contracting Agency, whether in contract or tort, shall not exceed the Administrative Fee which was charged the Local Contracting Agency for disposal of the Property Item (if the Property Item was disposed of) or the Administrative Fee that would have been charged (in the event that the Property Item was not disposed of) by the State. The Local Contracting Agency agrees that in no event shall the State be liable for any damage or destruction of a Property Item or for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits or revenue, including, but not limited to, delay, interruption of business activities, or lost receipts.

11. INDEMNIFICATION BY THE LOCAL CONTRACTING AGENCY,

Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), the Local Contracting Agency shall indemnify the State against any liability for personal injury or damage to life or property arising from the Local Contracting Agency's actions under this Agreement provided, however, the Local Contracting Agency shall not be required to indemnify the State for any such liability arising out of the wrongful acts of the State, its officers, employees or agents.

12. ASSIGNMENT,

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign or transfer its interest in this Agreement without the prior written approval of the other.

13. WAIVER.

The failure to either party to enforce any provisions of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent, similar breach.

14. SEVERABILITY.

If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision. If any term or provision of this Agreement is declared by a court or tribunal of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

15. VENUE, CHOICE OF LAW AND CONSENT

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the State (and/or any other agency or department of the State of Oregon) and Local Contracting Agency that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

16. ATTORNEY FEES

In the event a lawsuit of any kind is instituted on behalf of either party to collect any payment due under this Agreement or to obtain performance of any kind under this Agreement, each party shall be responsible for its own attorney fees and all related costs and disbursements incurred therein.

17. INDEPENDENT CONTRACTOR STATUS

The State shall perform all of the Services as an independent contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of partners, joint-venturers, an association between the State and the Local Contracting Agency or a principal/agent relationship. Nor shall the employees, agents or representatives of either party be considered to be employees, agents or representatives of the other party for any purpose.

18. MERGER.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OR PROVISIONS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE SHALL BE EFFECTIVE ONLY IN THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT.

19. NO THIRD PARTY BENEFICIARIES.

State and Local Contracting Agency are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

20. NOTICES

Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, by email, personal delivery, facsimile, or mailing the same, postage prepaid, to the State or Local Contracting Agency at the address, number or email address set forth below in this Agreement, or to such other addresses or numbers as either party may indicate.

Contact Information for the State:

Bob "Duke" LaDuke, Program Analyst
State Surplus Property Program
PH (503) 378-2207 ext. 224
FAX (503) 378-8558
Bob.w.laduke@state.or.us

State of Oregon
Property Distribution Center
1655 Salem Industrial Drive NE
Salem, OR. 97303-4238

Contact Information for the Local Contracting Agency:

Ronda Rozzell, Office Spec. Public Works
(Name, Title)

(Location)

City of Canby

PO Box 930

(Representing)

(Address 1)

503.266.4021 ext. 298

(PH)

(Address 2)

503.266.7238

Canby, OR 97013

(FAX)

(City, State, ZIP)

rozzellr@ci.canby.or.us

(email)

Exhibit "A"

Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the State, any notice transmitted by facsimile must be confirmed by telephone notice to the State's Contact Manager. Any communication or notice given by personal delivery shall be effective when actually delivered. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

21. AMENDMENTS

This Agreement may be amended only by written instrument signed by the Parties and approved as may be required by all applicable laws, rules and ordinances, Provided however that the Administrative Fee Schedule (Attachment A) may be changed by the State at any time without the consent of the Local Contracting Agency upon written notice to the Local Contracting Agency in accordance with Section 20.

22. SIGNATURES.

Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants having authority to execute this Agreement.

FOR THE STATE OF OREGON
Department of Adm. Services (DAS)
State Services Division
Surplus Property Section

(By)

(Title)

(Date)

FOR LOCAL CONTRACTING AGENCY

(By)
City Administrator
(Title)

(Date)

Department of Adm. Services (DAS)
Operations Division
DAS Contract Services

(By)
DAS Contracts Mgr.
(Title)

(Date)

IGA
Cf

ATTACHMENT A
ADMINISTRATIVE FEE SCHEDULE

Oregon Surplus Property currently processes surplus, seized and/or recovered vehicles & personal property from Oregon State and Local Government Agencies, the U.S. Departments of Interior and Agriculture and various municipalities throughout the nation for public sale through a variety of effective sales channels. Fees for services provided will, whenever possible and practicable, be deducted from the property-generating Agencies' reimbursement as 'other receivables'. Reimbursements for sale items sold, and fees that exceed revenues, will be billed monthly on net 30 terms.

Administrative Fee – Personal Property:

100% of final auction value between \$.01 - 10.00, plus
20% of final auction value above \$10.00

Administrative Fee – Vehicles, Heavy Equipment, Titled Trailers & Watercraft:

The greater of \$260.00 or 7% of the final auction value

Service Fee - Towing:

\$ Actual (pass through) cost

Service Fee - Freight & Cartage:

The greater of \$35.00/hr. (Billed in 15 minute intervals, one hour minimum), and
\$1.35 per mile + fuel surcharge¹

¹See Attachment B (attached hereto) for additional information regarding fuel surcharges

Service Fee – Waste Disposal (non IT\hazardous equipment):

\$30.00 per cubic yard

Service Fee – Information Technology (IT) Equipment Disposal²:

No work is required by DAS\Surplus Property of the IT asset-generating agency, municipality, bureau or special district; assets accepted AS-IS. HAZMAT³ disposal costs will be reduced to absolute minimum allowed under current law and billed @ \$ Actual + 10%; there is no reimbursement for IT assets sold.

²See Attachment C (attached hereto) for a brief description of the (DAS\Surplus Property-mitigated) risks IT asset disposal poses to your agency.

³Non-working (or 'condition unknown') cathode ray tube (CRT) monitors are considered HAZMAT by the U.S. Environmental Protection Agency (EPA), as are many components of IT assets (i.e., circuit boards) in large quantities.

Marketing Fee – Reserve Auctions:

1.2% of the reserve sought

Marketing Fee – Supplemental Advertising:

As requested & approved by the property generating agency @ \$ Actual + 5%

ATTACHMENT B
FUEL SURCHARGE CALCULATION (pg. 1 of 2)

A fuel surcharge is based upon the average retail price of diesel fuel in the region of origination, or where you pick up your load, on the date you pick up this load. This average retail price information, collected by the federal government's Energy Information Administration, is updated every Wednesday. The information is available by phone by calling (202) 586-6966 or you can go to their Web site: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report.asp

Here's an example for the week of 9/27/2004:

Weekly On-Highway Diesel Prices - Retail (\$ per gallon, including all taxes)

9/27/2004 This will be your fuel surcharge per mile this week*

Region	Avg Price	Benchmark Price	Increase Per Gallon	Average MPG	Surcharge Per Mile
New England (CT, ME, MA, NH, RI VT)	2.102	1.10	1.002	5	0.2004
Central Atlantic (DE, MD, NJ, NY, PA & DC)	2.092	1.10	0.992	5	0.1984
Lower Atlantic (FL, GA, NC, SC, VA, WV)	1.981	1.10	0.881	5	0.1762
Midwest (IL, IN, IA, KS, KY, MI, MN, MO, NE, ND, SD, OH, OK, TN, WI)	1.982	1.10	0.882	5	0.1764
Gulf Coast (AL, AR, LA, MS, NM, TX)	1.971	1.10	0.871	5	0.1742
Rocky Mtn. (CO, ID, MT, UT, WY)	1.999	1.10	0.899	5	0.1798
West Coast (AL, AZ, CA, HI, NV, OR, WA)	2.169	1.10	1.069	5	0.2138

*The average price, minus the Benchmark price, divided by the miles per gallon, gives the surcharge rate multiplied times the miles driven gives the fuel surcharge amount.

These fuel surcharges are:

- based on the average price of fuel in each region for the week indicated.
- Assumes your truck gets an average 5 miles per gallon, and
- that a fuel surcharge per gallon is the difference between the average fuel price in your region and \$1.10 (standard industry benchmark price).

ATTACHMENT B
FUEL SURCHARGE CALCULATION (pg. 2 of 2)

To calculate the per mile surcharge:

While basic freight rates (\$1.35/mi.) cover costs when fuel is \$1.10 and lower, temporary fuel surcharges are imposed to recoup those higher costs when the price of fuel goes above \$1.10 per gallon.

Oregon's Surplus Property Program has adopted the formula that AITA (The American Independent Truckers Assn. - <http://www.aitaonline.com>) recommends to calculate the surcharge for increased fuel costs.

You need the following information:

- Total round trip miles from point of origin to destination;
- The average miles per gallon for your truck (Ours currently averages 5 mpg);
- The average price of fuel for that day in the region where you pick up the load (check the EIA at the web address on page 1 of this attachment).

Oregon, like most motor carriers, utilizes the average benchmark fuel price of \$1.10 per gallon

Methodology

Our example will use a fuel surcharge of \$1.669 per gallon:

Increased Fuel Costs:

Compute your increased fuel costs per gallon used: Subtract the Benchmark price from the Average Price, or, in our example, $\$1.669 - \$1.10 = \$0.569$ or 56.9 cents per gallon.

The increased cost of fuel per gallon (cpg) is 56.9

Compute the fuel surcharge per mile:

Divide the miles per gallon figure into the increased cost per gallon, which gives you the per mile surcharge. Our example is 5 mpg into 56.9 cpg which equals 11.38 cents per mile surcharge.

Total Fuel Surcharge:

Multiply this per mile surcharge times the total miles driven, and you get the total fuel surcharge amount to be assessed the shipper. Our example is 11.38 cpms times 130 miles equals \$14.79 for the load.

Add the standard rate for the total due:

Our example of 130 miles, when multiplied to Oregon Surplus Property's standard Freight & Cartage rate (\$1.35/mi.), comes to \$175.50; and totals \$190.29 when the fuel surcharge of \$14.79 is added.

ATTACHMENT C
ERASURE OR DESTRUCTION OF SENSITIVE ELECTRONIC DATA

Erasure or destruction of sensitive electronically recorded information from obsolete and excess IT assets can prevent data loss, expensive investigations, embarrassment, and other problematic events. Also, communications with other agencies, corporations, and contractors may also pose security risks. The Oregon Department of Administrative Services only recommends Department of Defense standards or total destruction.

Department of Defense Standard DOD 5220.22-M is the National Industrial Security Program Operating Manual (NISPOM) that the DOD, Department of Energy, Nuclear Regulatory Commission, and Central Intelligence Agency must use. The DOD 5220.22-M standard is the civilian term given to the terms and policies found in NISPOM. It prescribes methods and standards by which classified data needs to be secured. Regarding digital media, it requires that storage contain no residual data from the previously contained object before being assigned, allocated, or reallocated to another user. Specifically, the DOD 5220.22-M standard requires overwriting with a pattern, then its complement and, finally, with another pattern, such as overwriting first with 00110101, followed by 1100 1010, then 1001 0111. This standard requires a minimum of three overwrites.

Regulations Aimed at Data Privacy and Protection:

- The Health Insurance Portability & Accountability Act (HIPAA)
- The Gramm-Leach-Bliley Act
- The Electronic Communications Privacy Act
- The Computer Matching and Privacy Protection Act of 1988
- The Computer Security Act of 1987
- The Privacy Act of 1974

Heightened awareness of security issues has awakened both public agencies and corporations to the need for erasing all data from PC hard drives before disposal. With that comes the need for documenting the method of erasure or cleansing as it is sometimes called.

Disposing of computers without ensuring proper file deletion presents huge business risks as well as the danger of non-compliance with federal laws including the Gramm-Leach-Bliley Act and the Health Insurance Portability and Accountability Act.

The most common erasure technique involves simply "deleting" the data, which actually does not erase anything. This "clearing" process simply instructs the computer to forget about the data. Security professionals and hackers can recover that data with tools that are not hard to obtain.

"Sanitization" is the process of overwriting hard drives so that the data is harder to recover. The extent to which the process is implemented can make it almost impossible to recover any data whatsoever. While various levels of secure data erasure exist, only the highest levels that meet requirements of the Department of Defense will be suitable for IT equipment sold to the public by the State of Oregon.

RESOLUTION NO. 1093

A RESOLUTION OF THE CITY OF CANBY, CLACKAMAS COUNTY, OREGON ADOPTING A STATEMENT OF OFFICIAL INTENT TO REIMBURSE CAPITAL EXPENDITURES FROM THE PROCEEDS OF A BORROWING REASONABLY EXPECTED TO BE ENTERED INTO BY THE CITY

WHEREAS, the City of Canby, Clackamas County, Oregon (the “City”) is currently planning the acquisition, construction, equipping and furnishing of a police station and library (the “Project”); and

WHEREAS, the City has already incurred, or intends to incur expenditures relating to the Project, all within the meaning of Treasury Regulations §1.150-2(f)(2), and the City Council desires to declare its intent to finance all or a portion of the Project with the proceeds of tax-exempt obligations (the “Obligations”), the interest on which shall be excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), and to reimburse the City for any expenditures relating to the Project incurred by the City prior to the issuance of the Obligations.

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

Section 1. Reimbursement Resolution. The City Council adopts this Resolution as its official intent to allocate from the proceeds of a proposed borrowing reasonably expected to be entered into by the City, capital expenditures made not more than sixty (60) days prior to and following the adoption of this Resolution, to and including the date of the proposed borrowing. Preliminary expenditures in an amount not exceeding 20% of the Obligation proceeds or expenditures which do not exceed the lesser of \$100,000 or 5% of the Obligation proceeds are not subject to the 60 day limitation stated above. Preliminary expenditures include architectural, engineering, surveying, soil testing and similar costs incurred prior to commencement of acquisition, construction or rehabilitation of the Project, other than land acquisition, site preparation and similar costs incident to commencement of construction.

Section 2. Reimbursement Period. The City shall make the reimbursement allocation from the proceeds of the borrowing to the respective fund or accounts of the City from which the capital expenditures have been made no later than eighteen (18) months after the later of the date of the expenditure or the date that the Project is placed in service, but in no event more than three (3) years after the date of the expenditure. The City Council acknowledge that such reimbursement from bond proceeds may be made only to the extent that all other applicable requirements of Treasury Regulations §1.150-2 are met with respect to the tax-exempt borrowing, and hereby directs all City officials and personnel to take such lawful actions as may be necessary or appropriate in order to ensure that such expenditures may be reimbursed from bond proceeds to the fullest extent permitted by law.

Section 3. Description of Project. The Project consists of the acquisition, construction, equipping and furnishing of a new police station and library.

Section 4. Project Cost. It is anticipated the cost of the Project, including costs incidental thereto, will not exceed \$20,000,000.

Section 5. Further Action. The City Administrator or Finance Director are hereby authorized to take such further action as is necessary to carry out the intent and purposes hereof in compliance with the applicable provisions of law.

This resolution shall take effect April 20, 2011.

ADOPTED this 20th day of April 2011.

Randy Carson
Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder

Management Team Meeting Minutes

April 5, 2011

2:00 PM

City Hall Conference Room

In attendance: Greg Ellis, Bryan Brown, Renate Mengelberg, Amanda Klock, Darwin Tramel, Sue Engels, Bret Smith, Penny Hummel, Julie Wehling, Eric Laitinen, and Kim Scheafer.

Kim Scheafer

- Attended a kick-off meeting with Jorge Tro and Matilda Deas to work with consultant to update Emergency Operations Plan. Will be requesting information from Directors in upcoming weeks related to a personnel succession plan and identifying EOC response personnel.

Sue Engels

- Reviewed the latest budget figures. Departmental budget messages need to be sent to her by Thursday.

Penny Hummel

- Will be at Oregon Library Conference April 7 and 8

Minutes taken by Kim Scheafer

Management Team Meeting Minutes

April 11, 2011

2:00 PM

City Hall Conference Room

In attendance: Greg Ellis, Bryan Brown, Renate Mengelberg, Amanda Klock, Darvin Tramel, Sue Engels, Bret Smith, Penny Hummel, John Kelley, and Kim Scheafer.

Kim Scheafer

- Reviewed Agendas for April 20 City Council and Urban Renewal Agency

Darvin Tramel

- There was a water main break earlier today on NE 3rd at N Locust
- Street projects are moving forward for 3rd/4th Avenues and Wait Park
- Would like to have a representative from the Parks and Street Departments to be able to give input on new facilities maintenance

Sue Engels

- Need Budget Intro's by Tuesday
- Reviewed Ethics Commission opinions regarding traveling
- Be sure and give Kim any contracts entered into for central filing

Penny Hummel

- National Library Week celebration will be held at the Library on April 16 at 2:30 PM

Bret Smith

- Clackamas County Children's Center opened April 7
- Don Kahut is helping put Police Department Policies together for accreditation
- A new police officer is starting on April 25
- Will be out at the Chief's Conference Thursday and Friday

Amanda Klock

- AFSCME negotiations start this week

Bryan Brown

- Cabinets were moved to new building today
- Scheduled move in date to the Development Services Building is April 29

Minutes taken by Kim Scheafer