



AGENDA

CANBY CITY COUNCIL REGULAR MEETING

November 2, 2011

7:30 PM

Council Chambers

155 NW 2nd Avenue

Mayor Randy Carson

Council President Walt Daniels

Councilor Richard Ares

Councilor Tim Dale

Councilor Traci Hensley

Councilor Brian Hodson

Councilor Greg Parker

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 a proposed transit fare recommendation from the Transit Advisory Committee.

Pg. 1

CITY COUNCIL REGULAR MEETING

1. CALL TO ORDER

- A. Pledge of Allegiance and Moment of Silence
- B. Presentation on C-4 Retreat

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 October 19, 2011 City Council Work Session and Regular Meeting
- B. Off-Premises Sales Liquor License Application for Great Dane Petroleum, Inc. Pg. 4
- C. Limited On-Premises and Off-Premises Sales Liquor License Application for Ebner Custom Meats Pg. 6

7. RESOLUTIONS & ORDINANCES

- A. Res. 1114, Approving an IGA with Canby Utility to Administer a Pre-Disaster Mitigation Project to Complete a Seismic Retrofit of a Water Reservoir Located in the City of Canby Pg. 8
- B. Res. 1115, Approving an Agreement with the State of Oregon Emergency Management Department for a Pre-Disaster Mitigation Project to Complete a Seismic Retrofit of a Water Reservoir Located in the City of Canby Pg. 15
- C. Ord. 1351, Vacating an Abandoned Portion of S. Walnut Street Public Right-of-Way from its Point of Realignment to its Intersection with SE 4th Avenue, and a Small Corner Radius of Public Right-of-Way at the NE Corner of the Intersection of S. Sequoia Parkway and SE 4th Avenue (**2nd Reading**) Pg. 28
- D. Ord. 1352, Authorizing Contract with Hubbard Chevrolet, Withnell Motor Company, Auto Additions, and Ford Motor Credit Corporation for the Lease/Purchase of One (1) 2012 Chevrolet Tahoe, and One (1) 2012 Dodge Charger with Police Equipment Packages (**2nd Reading**) Pg. 33

8. NEW BUSINESS

- A. First Friday Temporary Community Event Sign Plan Pg. 36

9. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

10. CITIZEN INPUT

11. ACTION REVIEW

12. EXECUTIVE SESSION: 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.

MEMORANDUM

Date: October 26, 2011

To: Honorable Mayor and City Council

From: Julie Wehling, Transit Director

Subject: Transit Advisory Committee Bus Fare Recommendation

At their regular meeting on October 12, 2011 the Transit Advisory Committee (TAC) voted (3-1) to recommend that the City Council consider implementing a \$1 fare for all Canby Area Transit (CAT) services.

Discussion began with a recommendation from the Transit Director that the committee consider supporting a \$1 fare for the General Public Dial-A-Ride service. She explained that the new subcontractor, MV Transportation, Inc. (MV) has offered to collect customer fares without an increase in the rate the city is charged. She further explained that because of the nature of Dial-A-Ride service it would be possible to implement both a fare for the General Public riders and a donation process for the ADA Dial-A-Ride customers. This could be done without purchasing fare box equipment. She recommended the General Public Dial-A-Ride fare as a first step.

The committee discussed the differences between Fixed-Route and Dial-A-Ride and the fact that implementing a fare on the Fixed-Route would require purchasing fare boxes and present other challenges; therefore it would take longer to implement. Following a lengthy discussion the committee voted to recommend that the City Council consider implementing a fare for all CAT services rather than just the Dial-A-Ride service. This recommendation was made with the understanding that it would take longer to implement a fare on the Fixed-Route.

History of the Bus Fare Conversation

The Transit Advisory Committee has discussed the feasibility of charging a fare at many times over the years. During the Transit Master Plan process members of the committee and staff researched the subject and decided that implementation of a fare would not be cost effective. Although it was agreed that implementing fares should remain an option and be reevaluated as service and demand grew.

At that time, the largest deterrent was the cost of collecting the fares. These estimates were based on a quote from Oregon Housing and Associated Services and the cost for the City to collect the fare. These estimates also included the cost of purchasing fare boxes for the buses.

Current Considerations

On June 27th, CAT services were cut by over 30% and the service design has changed significantly. The most significant change is the elimination of the local Fixed-Routes and the implementation of a General Public Dial-A-Ride service. The new General Public Dial-A-Ride service is already at capacity during some hours of the day. There are policy and service changes in the works designed to address some of the capacity issues; but ultimately we are not able to give everyone the exact ride they want.

- A fare can be implemented on the General Public Dial-A-Ride service at no cost to us. At the same time, we can implement the donation program for the ADA Dial-A-Ride customers that the Transit Advisory Committee recommended last year. This can be done quickly and it will be a good trial of MV's fare collection process.
- Fares are often used to address shrinking capacity. For instance, free shopping shuttles encourage riders to travel at the same times and help the service maximize its resources. Since we do not charge a fare this option isn't available to us right now.
- Other transit services in our region charge for General Public Dial-A-Ride and of course some also charge for all services.
- A fare on the General Public Dial-A-Ride will not require fare boxes to implement.
- Implementing a fare will answer those critics who say everyone should pay their fair share.
- Once a fare is in place it will become a dependable source of revenue for the CAT system.
- The TAC supports implementing a fare assistance program for individual riders who are not able to afford even the \$1 fare.

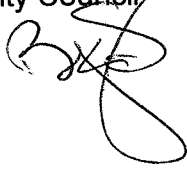
The TAC members were in agreement that if a fare is imposed it should be across the whole system. Should a fare be imposed, the members stressed the importance of informing the riders of the intent to charge a fare system wide even if it is implemented in phases. Challenges specific to implementation on the Fixed-Route are:

- Fare boxes and driver security
- The impact to riders who are making connections with other bus services.
- Implementation of a bus pass system for regular riders
- Implementation of a bus transfer system for riders transferring between CAT buses and to other bus systems.

There are certainly other considerations. These are a few that have been discussed at length by the Transit Advisory Committee.

It should also be mentioned that at each of the public meetings in June, August and September members of the community who ride the bus recommended that CAT charge a fare. Charging a fare was suggested at each meeting and recommended by the Transit Director at the meeting in September. There was no public comment against charging a fare at any of these meetings even when it was explained that a fare would not restore services that have been eliminated.

Memo

To: Mayor Randy Carson & Members of City Council
From: Bret J. Smith, Chief of Police 
CC: Kim Scheafer, General Administration
Date: October 17, 2011
Re: Change of Ownership / Corporation Liquor License Application

I have reviewed the OLCC Liquor License Application for "Great Dane Petroleum Inc". Gary Palfrey is listed as the president of the corporation and he is listed as the contact person for this application. The application is seeking approval for a change of ownership at the business that currently has a liquor license; Canby 76 gas station located at 453 SE 1st Street, Canby, Oregon 97013. Currently, the business has an off-premises sales license; in combination with the selling of gasoline.

I have reviewed the police related calls for service to this business for the last three (3) years and I did not locate any police reports indicating any liquor sales that were in violation of OLCC rules.

I recommend the Canby City Council approve the request for a change of ownership for the off-premises sale of alcohol as it is currently approved in the Liquor License.



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

cc pmt 4883

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 47N

P46053
L150918

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: _____

The City Council or County Commission:

(name of city or county)

recommends that this license be:

☐ Granted ☐ Denied

By: _____ (signature) _____ (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: JP

Date: 10-13-11

90-day authority: ☐ Yes ☐ No

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

① Gary B. Palfrey ③ _____
② Great Dane Petroleum Inc ④ _____

2. Trade Name (dba): NA Great Dane Petroleum

3. Business Location: 453 SE 1st street 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) 263-6874 NA
(phone) (fax)

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

7. If yes to whom: RBS Petroleum, LLC Type of License: OFF PREMISES w/ FUEL PUMPS

8. Former Business Name: RBS Petroleum, LLC 76 of Canby

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? Canby
(name of city or county)

11. Contact person for this application: Gary B. Palfrey

(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 Gary B. Palfrey Date 10/4/11 ③ _____ Date _____
② _____ Date _____ ④ _____ Date _____

Memo

To: Mayor Randy Carson & Members of City Council
From: Bret J. Smith, Chief of Police 
CC: Kim Scheafer, General Administration
Date: October 18, 2011
Re: Liquor License Application for Off Premises Sales License /
Limited On-Premises Sales @ Ebner Custom Meats

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

On April 6, 2011, I spoke with Michael Ebner, who owns 75% 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. Additionally, on October 18, 2011, I spoke with James Page, who owns 25% of the business and I was told he will also be working closely with OLCC as it relates to the necessary training for his employees. Mr. Ebner and Mr. Page said it is their intention to serve beer and wine with custom meat products from their market on-site.

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



OREGON LIQUOR CONTROL COMMISSION
LIQUOR LICENSE APPLICATION

\$100.00
10/18/11

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: _____

The City Council or County Commission: _____

(name of city or county)

recommends that this license be:

- ☐ Granted ☐ Denied

By: _____
(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: _____

Date: 10/13/11

90-day authority: ☐ Yes ☐ No

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

- ① ~~James R. Page~~ ③ Ebner Properties LLC
② ~~Michael Ebner~~ ④ _____

2. Trade Name (dba): Ebner Custom meats

3. Business Location: 272 N. Grant St Carby (Clackamas) OR 97002
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: Same as Above
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 503-266-5678 503-263-2376
(phone) (fax)

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

7. If yes to whom: _____ Type of License: _____

8. Former Business Name: Fisher meats

9. Will you have a manager? ☒ Yes ☐ No Name: Michael Ebner
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Carby, OR 97013
(name of city or county)

11. Contact person for this application: Jim Page 503-936-6971
(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 _____ Date 6/12/11
② _____ Date 9/3/11



MEMORANDUM

October 25, 2011

TO: Greg Ellis, City Administrator
City of Canby

FROM: Matt Michel, General Manager
Canby Utility

SUBJECT: FEMA Pre-Disaster Mitigation Grant Program Contract for Reservoir

ACTION REQUESTED

Ask City Council to Authorize the Mayor to sign the Oregon Emergency Management Pre-Disaster Mitigation Program Contract for Federal Fiscal Year 2011, Project Grant CFDA 97.0047.

BACKGROUND

The Federal Emergency Management Agency (FEMA) has a nationally competitive Pre-Disaster Mitigation grant program (PDM) that allows states, as well as their sub-grantees (cities and counties) to apply for funding to mitigate against natural disasters. The State – through Oregon Emergency Management (OEM) – determines which grant applications they will submit to FEMA for consideration.

In October 2009, the City of Canby updated their addendum to the Clackamas County Multi-Jurisdictional Natural Hazards Mitigation Plan that was approved by FEMA. This plan enables the City to apply for federal grants such as the PDM grant program. To seek funding through this program, Canby Utility must apply to the State under the name and authority of City of Canby.

THE PROJECT: SW 13th AVENUE RESERVOIR SEISMIC RETROFIT

As a condition of building a new 2.0 million gallon (MG) steel reservoir at SW 13th Avenue, the City required cosmetic repairs on the existing circa 1982 2.0 MG concrete reservoir following construction. In addition to investigating repairs and aesthetic enhancements, Canby Utility evaluated the reservoir for structural stability and seismic risk. The reservoir is operating as intended, but would benefit from being wrapped by pre-stressed wire with shotcrete applied to improve its performance during a seismic event.

CITY ACTING ON BEHALF OF CANBY UTILITY

Last November, the City provided a letter of commitment signed by the Mayor committing to the 25% cost match and committing to maintain the reservoir for the life of the structure. See the attached letter. Canby Utility, in turn, committed to enter into an agreement with the City to fulfill this contractual obligation upon notice of a funding award.

Recently, Canby Utility received notice from OEM that FEMA approved the reservoir retrofit project in the amount of \$539,297.79 towards the total cost of the project. The 25% cost match is \$183,340.99, for a total estimated cost associated with the grant being \$722,638.78.

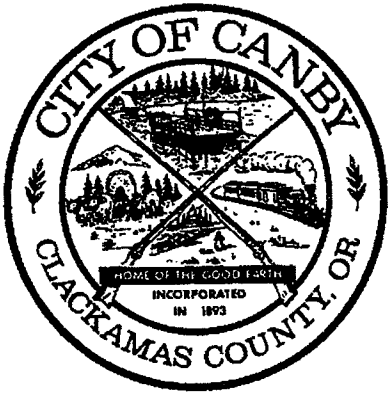
Canby Utility has sufficient funds in its reserves to meet the 25% matching fund requirement. The Canby Utility Board approved over \$539,000 in their fiscal year 2012 water capital budget for this project. This amount, in part, reflects the reimbursement function of the grant: Canby Utility must first expend money to then request grant fund reimbursement from the state.

Once the grant award contract is signed, OEM will hold a project kick-off meeting to go over the grant expectations and reporting requirements.

Original contract documents (three in total) are attached to this memo. The Canby Utility Board Attorney drafted an agreement on the 25% cost match and operation/ownership commitments for the City's review. City Attorney John Kelley has reviewed the agreement.

If you have any questions, please let me know or contact Barbara Benson who is our grant administrator.

ATTACHMENTS: City of Canby Commitment Letter, November 2010
FEMA PDM Contract



City of Canby

General Administration Office

November 1, 2010

Oregon Emergency Management
Attn: Dennis Sigrist
State Hazard Mitigation Officer
P.O. Box 14370
Salem, OR 97309-5062

RE: Letter of Match and Maintenance Commitment as a Requirement for FEMA - PDM
Grant Funding

Mr. Sigrist:

I am writing this as a letter of commitment from the City of Canby for the FEMA Pre-Disaster Mitigation grant funding opportunity. Canby Utility, an independent municipal subdivision of the City of Canby, has committed to providing the 25% cost share for the concrete reservoir seismic retrofit project in this application.

This letter will also serve as your assurance that the City of Canby, through its agreement with Canby Utility, is financially committed to all future maintenance of this project.

Sincerely,

Melody Thompson
Mayor

RESOLUTION NO. 1114

A RESOLUTION OF THE CITY OF CANBY, (CITY) OREGON APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH CANBY UTILITY (CU) TO ADMININISTER A PRE-DISASTER MITIGATION PROJECT TO COMPLETE A SEISMIC RETROFIT OF A WATER RESERVOIR LOCATED IN THE CITY OF CANBY.

WHEREAS, in the fall of 2010, CU applied to the State of Oregon for a Pre-Disaster Mitigation Grant offered by FEMA to proceed with a seismic retrofit of an existing water reservoir located in Southwest Canby, and

WHEREAS, the City was required to send a letter in support of the project to apply for the funding grant indicating the City's commitment to a 25% funding match and commitment to follow through with all future maintenance of the project. The City sent a letter of match and commitment dated November 1, 2010 signed by Canby Mayor Melody Thompson to the State of Oregon Emergency Management Department, and

WHEREAS, the grant was approved by the State of Oregon for the project and as a condition of the grant required the City to enter into a contract with the State although the project will be administered by CU. The City and CU decided to enter into an IGA to set forth its relationship regarding administration of this project, and wishes to formally adopt this IGA by Resolution. Therefore, a copy of the IGA is attached hereto as Exhibit "A" and by this reference incorporated herein, now therefore

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

The Canby City Council approves the IGA between the City and CU, identified as Exhibit "A" to this Resolution, and hereby authorizes that City Administrator to execute the IGA on behalf of the City.

This resolution will take effect on November 2, 2011.

ADOPTED this 2nd day of November 2011 by the City of Canby City Council.

Randy Carson
Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder

INTERGOVERNMENTAL AGREEMENT

The City of Canby ("City"), an Oregon municipal corporation, and Canby Utility Board ("CU"), an independent political subdivision of City, enter into this Agreement this ___ day of _____, 2011.

1. Purpose

- A. The State of Oregon awarded City a grant. CU will exclusively administer the grant and manage the project to which the grant applies. Specifically, Oregon's Office of Emergency Management granted City \$722,638.78 to seismically retrofit a water reservoir on 13th Street in Canby. A copy of the grant is attached to this Agreement.
- B. CU will possess and exercise all of the rights and responsibilities City has under the grant. City's rights under the grant are limited to requiring CU to materially comply with all of the grant's provisions. City's responsibility under the grant is limited to passing through to CU all payments state makes to City in accordance with the grant's terms.

2. Rights and Responsibilities

A. City will:

- i. Take actions that are reasonably necessary to ensure that state pays for all costs that are reimbursable under the grant.
- ii. Assist CU in amending the grant if necessary.
- iii. Pass through in full to CU all monies City receives from state under the grant within 30 days of receipt.
- iv. Notify CU immediately in writing if City believes CU is failing to follow, implement or administer a material term of the grant and permit CU 15 days to respond in writing to City's concerns and correct any failures.
- v. Appoint a staff liason.

B. CU will:

- i. Perform all of the duties imposed upon and possess all of the rights afforded to City under the grant.
- ii. Suggest to City potential amendments to the grant, if any.
- iii. Promptly respond to City inquiries regarding the grant.

- iv. Appoint a staff liason.

3. Other Terms

- A. Compliance with Laws. The parties will comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. No Assignment. This Agreement may not be subcontracted, assigned or transferred by either party without the express written consent of the other party.
- C. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties and it may be modified only in writing signed by both parties.
- D. No Third-Party Beneficiaries. City and CU are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in it gives, is intended to give, or will be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to any other persons or parties.
- E. No Attorney Fees. In any action to enforce this Agreement, each party will be fully responsible for its own costs and fees, including attorney fees.

6. Term of Agreement

- A. This Agreement is effective when it is signed by both parties and will terminate on September 14, 2014, unless the parties mutually extend the Agreement in writing or unless a party terminates the Agreement as provided below.
- B. A party may terminate this Agreement if the other party fails to perform any material term of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

CITY

By: _____

Name: Greg Ellis

Title: City Administrator

Date:

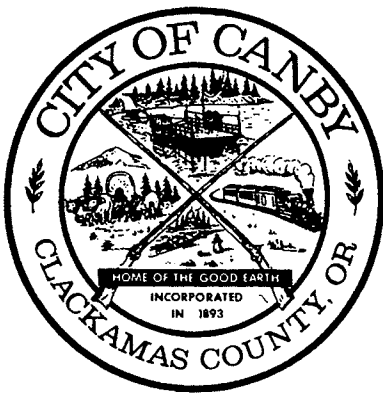
CU

By:  _____

Name: Matt Michel

Title: General Manager

Date: 10/26/2011



City of Canby

Office of the City Attorney

October 25, 2011

Memo to: Mayor/City Council

From: John H. Kelley, City Attorney

Re: Resolution No. 1115 entering into Contract with State regarding FEMA grant for CU water reservoir.

As you know, Canby Utility has received a grant for \$539,297.79 from FEMA through the State of Oregon Emergency Management office for the seismic retrofit of the old above ground water reservoir located on SW 13th Avenue.

Matt Michel, Canby Utility General Manager, has provided a memorandum explaining in more detail the project. I have included his memo for your convenience.

The City must sign a contract with the State to receive the grant money and to detail the terms of the funding and various responsibilities of each party. Previously, the City, through Resolution No. 1114, entered into an IGA passing on the responsibilities of the City on to Canby Utility.

Therefore, the underlying Contract with the State is attached to Resolution No. 1115 for your review, and I recommend approval of Resolution No. 1115 as presented.

If you have any questions about this Contract, please call me.

Page 1 of 1

RESOLUTION NO. 1115

A RESOLUTION OF THE CITY OF CANBY, OREGON APPROVING AN AGREEMENT WITH THE STATE OF OREGON EMERGENCY MANAGEMENT DEPARTMENT FOR A PRE-DISASTER MITIGATION PROJECT TO COMPLETE A SEISMIC RETROFIT OF A WATER RESERVOIR LOCATED IN THE CITY OF CANBY.

WHEREAS, in the fall of 2010, Canby Utility applied to the State of Oregon for a Pre-Disaster Mitigation Grant offered by FEMA to proceed with a seismic retrofit of an existing water reservoir located in Southwest Canby, and

WHEREAS, the grant was approved by the State of Oregon for the project and as a condition of the grant required the City to enter into a contract with the State although the project will be administered by Canby Utility, and

WHEREAS, the City Council wishes to enter into the agreement with the State of Oregon to implement the project, a copy of which is attached hereto as "Exhibit "A" to this Resolution, now therefore

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

The Canby City Council approves the Pre-Disaster Mitigation Program Contract for FFY11 with the State of Oregon Emergency Management Department, identified as Exhibit "A" attached to this Resolution, and by this reference incorporated herein and hereby authorizes the Mayor of the City of Canby to execute the Agreement on behalf of the City.

This resolution will take effect on November 2, 2011.

ADOPTED this 2nd day of November 2011 by the City of Canby City Council.

Randy Carson
Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder

STATE OF OREGON

OREGON EMERGENCY MANAGEMENT

PRE-DISASTER MITIGATION PROGRAM CONTRACT for FFY11 Project Grant (CFDA 97.0047)

1.0 PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between the State of Oregon, Oregon Military Department, Oregon Emergency Management, hereinafter referred to as "Grantee" and the **City of Canby**, hereinafter referred to as "Subgrantee".

WHEREAS the Pre- Disaster Mitigation (PDM) grant program was authorized by section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. 5133, as amended by section 102 of the Disaster Mitigation Act of 2000 (DMA), Public Law 106-390, 114 Stat. 1552, to assist States and communities to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures, while also reducing reliance on funding from actual disaster declarations.

WHEREAS funding was made available for the FY11 PDM competitive grant program in part provided from the National Pre-Disaster Mitigation Fund under Department of Homeland Security Appropriations Act, and the PDM program under Department of Homeland Security Appropriations Act, and that Oregon was successful in receiving a portion of that funding.

THEREFORE, the Parties mutually agree to the following.

2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency, Department of Homeland Security (FEMA) and is administered by Grantee. Under the authority of section 203 of the Stafford Act, Grantee is reimbursing the Subgrantee for those eligible costs and activities necessary for the implementation of the Pre-Disaster Mitigation grant project entitled **City of Canby-Water reservoir Seismic Retrofit** dated **September 15, 2011**, and described in the application materials submitted to Grantee as the work to be performed, hereinafter referred to as the "Project".

3.0 TIME OF PERFORMANCE

Activities payable under this Agreement and to be performed by Subgrantee under this Agreement shall be those activities which occurred starting **September 15, 2011¹** and shall terminate upon completion of the Project approved by federal and state officials, including completion of close out and audit. This period shall be referred to as the "Agreement Period." Except as otherwise provided in this Section 3.0, the Project shall be completed no later than **September 14, 2014**.

In the event of extenuating circumstances preventing Subgrantee from completing the Project on or before the FEMA performance deadline of **September 14, 2014**, Grantee may, at its sole discretion and if approved beforehand by FEMA, grant a time extension to the approved Project. Request for an extension of time shall be submitted by Subgrantee in writing with an explanation of the extenuating circumstances.

4.0 CLOSE-OUT

It shall be the responsibility of Grantee to issue close-out instructions to the Subgrantee upon completion of the Project.

5.0 FUNDING

The total estimated cost associated with this Grant Agreement is **\$722,638.78**.

The Grantee will administer the PDM program and reimburse any eligible costs for the project to the Subgrantee which are identified in the Scope of Work – Budget and provided by the Subgrantee and approved by the Grantee and FEMA.

The parties understand that FEMA will contribute up to seventy-five percent (75%) of the costs for eligible grant expenses and that no state funds are obligated for contribution under this Agreement. Subgrantee understands that the Grantee has established a financial limitation for the obligation of federal funds for the PDM grant. The limit established for maximum obligation of federal funds is **\$539,297.79**.

Subgrantee will commit at least the required twenty-five percent (25%) non-federal match to any eligible project. The non-federal match can be cash, in-kind or a combination of both.

¹ Pre-award costs prior to this date as approved by FEMA

6.0 PAYMENTS

The Grantee, using funds granted for the purposes of the Pre-Disaster Mitigation Grant Program (PDM) program from FEMA, shall issue payments to the Subgrantee as follows:

1. Payments will be made to Subgrantee upon submission and approval of a State of Oregon PDM Payment Request to the Grantee. Partial payments of funds for costs already incurred may be requested at any time during the Project. This request must include appropriate supporting documentation of the incurred costs.
2. Final Payment will be made upon completion of Project, completion of all final inspections by Grantee, and final approval by FEMA. Final payment will also be conditioned upon a financial review by Grantee or FEMA. Adjustments to the final payment may be made following any audits conducted by the Oregon Secretary of State's Audits Division or the United States Inspector General's Office.
3. All payment requests shall be made on a State of Oregon PDM Program Payment Request Form to the Grantee, which references the appropriate PDM grant number, FEMA FIPS Number, and appropriate documentation as required.
4. Funding shall not exceed the total federal contributions available for the approved project costs under the Pre-Disaster Mitigation Program.
5. Grantee reserves the right to make any inspection prior to release of any payment or at any time during the duration of this Agreement.

7.0 COST OVERRUNS

Cost overruns are the responsibility of the Subgrantee and will be borne by the Subgrantee.

8.0 RECORDS MAINTENANCE

The Subgrantee shall maintain books, records, documents, and other evidence including accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by Grantee personnel, other personnel duly authorized by the Grantee, the Secretary of State's Audits Division or the United States Inspector General. The Subgrantee will retain all books, records, documents, and other material relevant to this Agreement for six years after date of final payment, or an extended period as established by FEMA in 44 CFR 13.42.

Subgrantee will photo document pre-construction, construction and completed conditions of the project and make such documents a part of its records.

9.0 AUDITS

Audits shall be in accordance with the Single Audit Act of 1984 and as amended (most recently June 24, 1997). The Subgrantee is to procure audit services based on the following guideline:

Subgrantee receiving \$500,000 or more in a fiscal year in total federal funds (not just from FEMA alone) shall have a Single Audit made in accordance with OMB Circular A-133.

As applicable, the Subgrantee must ensure the audit is performed in accordance with Generally Accepted Accounting Principles; Government Auditing Standards developed by the comptroller General, dated July 1988; the OMB Compliance Supplement for Single Audits of State and Local Governments; and all state and federal laws and regulations governing the program.

The Subgrantee must prepare a Schedule of Financial Assistance for federal funds that includes: Grantor name, program name, federal catalog number CFDA-97.029, grantor agreement number, total award amount, beginning balance, current year revenues, current year expenditures and ending balances.

The Subgrantee shall maintain records and accounts in such a way as to facilitate the Grantee's audit requirements, and ensure that contractors also maintain records which are auditable. The Subgrantee is responsible for any audit exceptions incurred by its own organization or that of its contractors. The Grantee reserves the right to recover from the Subgrantee disallowed costs resulting from the final audit.

The Subgrantee is responsible for sending the audit report to the Grantee's Project Coordinator when requested. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. The Subgrantee will respond to the Grantee's requests for information or corrective action concerning audit issues within 30 days of the request.

The Subgrantee shall include these requirements in any subcontracts.

10.0 RECOVERY OF FUNDS

In the event that the Subgrantee fails to complete the project(s), fails to expend or is over paid federal funds in accordance with federal or state laws or programs, or is found by audit or investigation to be owing to the Grantee, the Grantee reserves the right to recapture funds in accordance with federal and

state laws and requirements. Repayment by the Subgrantee of agreement funds under this recovery provision shall occur within 30 days of demand. In the event that legal proceedings are instituted to enforce or interpret this agreement, the prevailing party shall be entitled to its costs thereof, including reasonable attorney fees from the non-prevailing party.

11.0 CONFLICT OF INTEREST

The Subgrantee will prohibit any employee, governing body, contractor, subcontractor or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS Chapter 244.

12.0 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

13.0 ASSIGNMENT

This Agreement, and any claim arising under this Agreement, may not be assigned or delegated by the Subgrantee either in whole or in part.

14.0 TERMS AND CONDITIONS

This Agreement contains these terms and conditions agreed to by the Grantee and the Subgrantee. Any additional terms and conditions imposed by FEMA or the Grantee will be incorporated into an amendment. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind the parties. Failure to agree to FEMA imposed requirements shall be cause for termination. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

15.0 GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suite or proceeding (collectively "Claim") between OEM and Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the District of Oregon. SUBGRANTEE, BY EXECUTION OF

THIS AGREEMENT, HEREBY CONSENTS TO THE PERSONAM JURISDICTION OF SAID COURTS.

16.0 TERMINATION

If inspections and review of Subgrantee support documentation reveal noncompliance in performance of the work and/or documentation of the work, the Subgrantee will be required to correct deficiencies or variances before program closure.

If corrective actions required do not resolve variances from the approved project, the Grantee will notify the Subgrantee of such. The grantee may then make the determination that the Subgrantee variances constitutes noncompliance or nonconformance to the FMA program and/or conditions. In the event of such determination, the Grantee will notify the Subgrantee of such action and recover obligated funds from the Subgrantee and take other actions as specified under 44 CFR 13.43 Enforcement or 13.44 Termination for Convenience.

Subgrantee may terminate this contract with thirty (30) days notice and the return of all unexpended federal funds paid to the Subgrantee for the project.

The Grantee may upon thirty (30) days advance notice to Subgrantee unilaterally terminate all or part of this Agreement or may reduce its scope of work if there is:

1. A reduction in federal funds which are the basis for this Agreement, and/ or
2. A material misrepresentation, error or inaccuracy in Subgrantee's application.

17.0 SAVINGS

Subgrantee shall apply any savings, rebates and reductions in cost to reduce the overall cost of the project.

18.0 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved by the Grantee in writing. The Grantee's failure to insist upon strict performance of any provision of the Agreement, or to exercise any right bases upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

19.0 INDEMNIFICATION

The Subgrantee shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify the State of Oregon, OEM, and their officers, employees, agents, and members from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of the Subgrantee, its officers, employees, subcontractors, or agents under this grant.

The Subgrantee shall require any of its contractors or subcontractors to defend, save, hold harmless and indemnify the State of Oregon, OEM, and their officers, employees, agents, and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of subcontractor under or pursuant to this grant.

The Subgrantee shall, if liability insurance is required of any of its contractors or subcontractors, also require such contractors or subcontractors to provide that the State of Oregon, OEM, and their officers, employees and members are Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.

20.0 SUBGRANTEE ASSURANCES

Subgrantee represents and warrants to OEM as follows:

1. Subgrantee is a political subdivision of the State of Oregon. Subgrantee has full power, authority and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
2. The making and performance by the Subgrantee of this Agreement (a) have been duly authorized by all necessary action of the Subgrantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of the Subgrantee's articles of incorporation or bylaws and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the Subgrantee is a party or by which the Subgrantee or any of its properties are bound or affected.
3. This Agreement has been duly authorized, executed and delivered on behalf of Subgrantee and constitutes the legal, valid and binding obligation of Subgrantee, enforceable in accordance with its terms.

4. Approvals.No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by the Subgrantee of this Agreement.
5. The Subgrantee hereby assures and certifies that it will comply with all applicable state and federal laws and regulations, including, but not limited to, requirements pertinent to Flood Mitigation Assistance Program grants set forth in FEMA's Hazard Mitigation Assistance Program Guidance for FY 2009.
6. Subgrantee hereby assures and certifies that it will comply with all applicable state and federal laws and regulations, including, but not limited to, the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §§ 5121-5206 (Public Law 93-288, as amended; hereafter "Stafford Act"); 44 CFR Parts 7, 13, 14, 17, 18 and 206, and Subchapters B, C and D; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122 and A-133; the Oregon State Public Assistance Administrative Plan dated September 1993; Wages, Hours and Records Laws (ORS Chapter 652) Conditions of Employment Laws (ORS Chapter 643) and Unemployment Insurance Laws (ORS Chapter 657).
7. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.
8. Subgrantee will operate and maintain the facilities being restored using funds provided under this Agreement in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operation of such facilities.
9. Subgrantee will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices. Subgrantee will, prior to the start of any construction activity, ensure that all applicable federal, state and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other federal and state environmental laws.
10. Subgrantee will not enter into a contract with a contractor who is on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-procurement Programs.

11. Subgrantee will comply with minimum wage and maximum hour's provision of the Federal Fair Labor Standards Act.
12. Subgrantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including without limitation the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270. Without limiting the generality of the foregoing, Subgrantee expressly agrees to comply with: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).
13. Subgrantee shall utilize certified minority-owned and women-owned businesses (MWBE's) to the maximum extent possible in the performance of this Agreement in accordance with applicable law.
14. Subgrantee does not have to comply with the provisions of the Davis-Bacon Act for grants made under the disaster assistance program, unless otherwise required by law. However, the State of Oregon Prevailing Wage Rates of Public Works Contracts in Oregon, or BOLI (Oregon Bureau of Labor and Industries) regulations must be followed. If FEMA or any other Federal agency are a party to a contract for the repair or restoration of a public building or public facility, the contract would have to comply with the Davis-Bacon Act.
15. Subgrantee and its contractors, subcontractors, and other employers providing work, labor, or materials as a result of the application are subject employers under the Oregon Workers' Compensation Law. All employers, including Subgrantee, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that

each of its Subcontractors complies with these requirements. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.

21.0 ACKNOWLEDGMENTS

The Subgrantee shall include language which acknowledges the funding contribution of FEMA to this project in any information release or other publication developed or modified for, or referring to the project.

22.0 SEVERABILITY

In the event any term or condition of the Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

23.0 AGREEMENT ADMINISTRATION

- Subgrantee's Authorized Agent shall be **Randy Carson, Mayor, City of Canby**.
- The Grantee's representative shall be the Section Director, Mitigation and Recovery Services.

Notices under this agreement shall be given in writing by personal delivery facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicated pursuant to this section. Any notice delivered personally shall be deemed received upon delivery. Notice by facsimile shall be deemed given when receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received upon a return email or other acknowledgment of receipt by the receiver, and notice by certified ore registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

25.0 ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement or written amendment hereto shall not be binding on either party. Except as may be

expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, the Grantee and the Subgrantee have executed this Agreement as of the date and year written below.

Paulina Layton - Section Director,
Mitigation and Recovery
Oregon Emergency Management

Authorized Agent Signature-Subgrantee
Printed Name: **Randy Carson**
Title: Mayor, **City of Canby**

DATE: _____

DATE: _____

Oregon Emergency Management
PO Box 14370
Salem, OR 97309

Subgrantee - PLEASE PRINT THE
FOLLOWING TO EXPEDITE
PROCESSING:

Approved for Legal Sufficiency:

Steven Wolf
Assistant Attorney General

DUNS #:

Federal Tax ID No. (TIN):

Organization:

Address:

Phone:

CFDA:97-0047

R:\fema\fy 2011\unified hma\pdm\canby_utility\draft_canby_pdm grantee-subgrantee contract per-genb6280_rev-to_fy11pj_v0.4.doc

ORDINANCE NO. 1351

AN ORDINANCE VACATING AN ABANDONED PORTION OF S WALNUT STREET PUBLIC RIGHT-OF-WAY FROM ITS POINT OF REALIGNMENT TO ITS INTERSECTION WITH SE 4TH AVENUE, AND A SMALL CORNER RADIUS OF PUBLIC RIGHT-OF-WAY AT THE NE CORNER OF THE INTERSECTION OF S SEQUOIA PARKWAY AND SE 4TH AVENUE.

WHEREAS, the City presently owns the portion of S Walnut Street and the small corner radius at the NE corner of the intersection of S Sequoia Parkway and SE 4th Avenue rights-of-way shown in Exhibit “B” and more particularly described through legal description and drawings in Exhibit “A” for all benefitting properties, both attached heretofore by this reference incorporated herein; and,

WHEREAS, the City initiated this vacation of the aforementioned rights-of-way by application on August 23, 2011; and,

WHEREAS, the application was reviewed by the Planning Director and found to be complete; and,

WHEREAS, the vacation is requested as a component of street improvements completed under a Local Improvement District which realigned S. Walnut Street leaving a portion of right-of-way abandoned and unneeded thus appropriate to return to adjacent property owners; and,

WHEREAS, as required by law, a notice of public hearing was published for two (2) consecutive weeks in the Canby Herald newspaper and posted on the property; and,

WHEREAS, a public hearing was held on this matter before the Canby City Council on October 19, 2011 and all statutory requirements for the vacation were found to be met; now therefore,

WHEREAS, The Canby City Council adopts a condition of approval, which states, the vacation approval is subject to the reservation (creation) of utility easements as required for benefit of the public and the release of easements no longer required.

THE CITY OF CANBY ORDAINS AS FOLLOWS:

1. The public right-of-way as shown in Exhibit “B” and more particularly described by legal description and drawings in Exhibit “A” for all benefitting properties shall be vacated and title to the vacated property shall attach to the appropriate neighboring property described and depicted in Exhibit “B”.
2. The Canby City Council adopts a condition of approval, which states, “the vacation approval is subject to the reservation (creation) of utility easements as

required for benefit of the public and the release of easements no longer required”.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on October 19, 2011, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on November 2, 2011, commencing at the hour of 7:30 P.M. in the City Council Chambers located at 155 NW 2nd Avenue, Canby, Oregon

Kimberly Scheafer, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 2nd day of November, 2011, by the following vote:

YEAS _____

NAYS _____

Randy Carson
Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder

City of Canby
Legal Description for Vacation of South Walnut Street
October 2011

The following description is intended to provide an overall legal description of the vacations resulting from the realignment of South Walnut Street to intersect with Sequoia Parkway and the abandonment of the South Walnut Street connection with SE 4th Avenue. The vacation consists of three portions:

- 1. The first being vacation of a 6 foot strip of excess right-of-way along the eastern boundary of the plat of Struble Estates Number 4236; and*
- 2. The second area being the 30 foot wide abandoned right-of-way between SE 4th Avenue and the realigned South Walnut Street;*
- 3. The third is an area of excess ROW at the NE corner of Sequoia Parkway and SE 4th Avenue, which was dedicated with the Burden Plat Number 3973.*

1. VACATION OF EXCESS RIGHT-OF-WAY ON SOUTH WALNUT STREET

A tract of land situated in the southeast 1/4 of section 34, Township 3 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, more particularly described as a strip of land 6 feet in width, parallel and abutting the eastern boundary of Lot 5 Struble Estates Plat Number 4236, Clackamas County Plat Records; Excepting the area that falls within the projection of the realigned South Walnut Street Right-of-Way as shown on Partition Plat 2010-027.

2. VACATION OF THE ABANDONED SOUTH WALNUT STREET

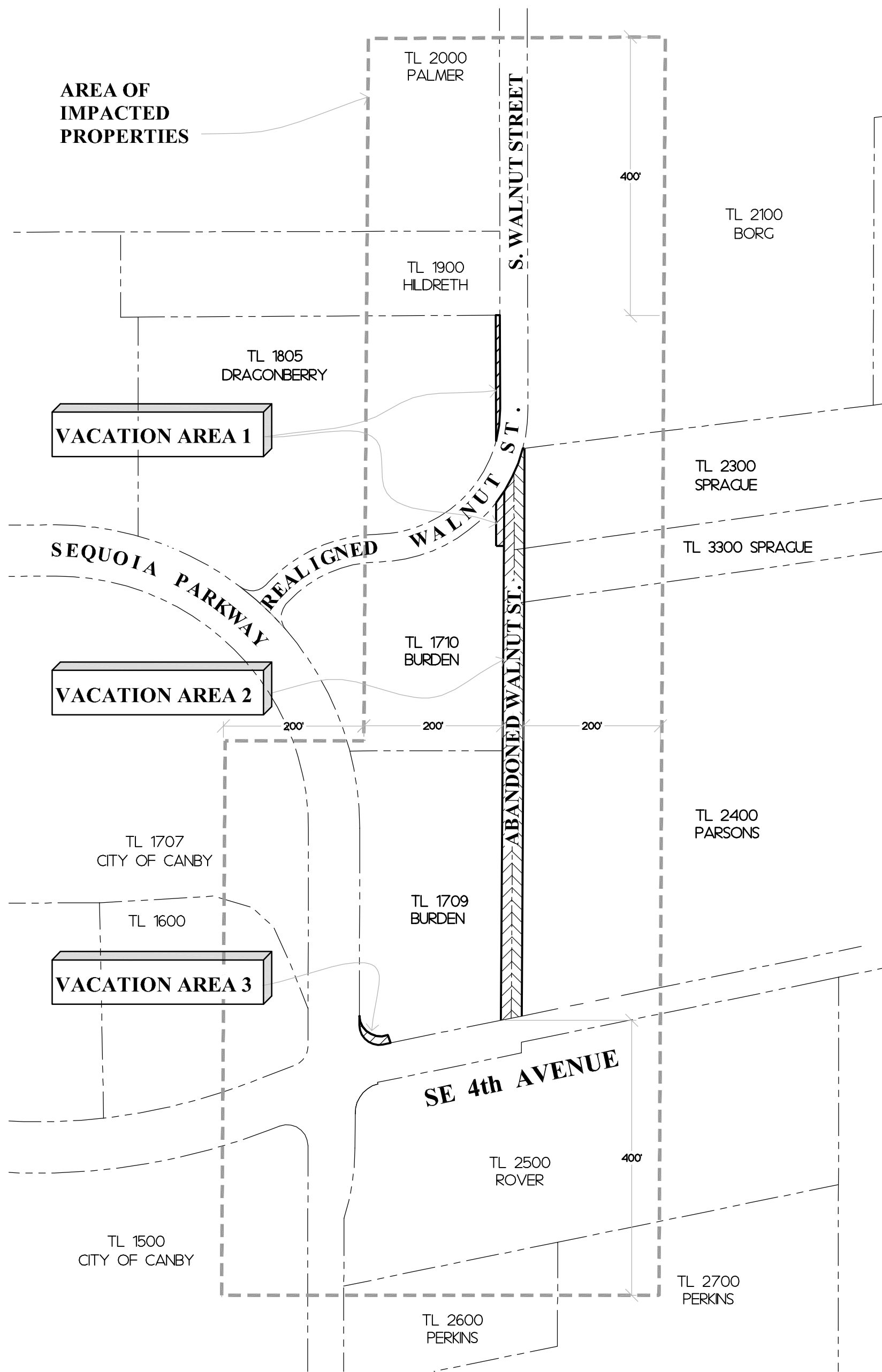
A tract of land situated in the southeast 1/4 of section 34, Township 3 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, beginning at the north right of way line of the extension of SE 4th Avenue and ending at the southerly line of the realigned S Walnut Street, more particularly described as a strip of land 30 feet in width, 15 feet on either side of the following described centerline: Beginning at a point on the centerline of the existing South Walnut Street, said point being 37 feet north measured perpendicular from the centerline of SE 4th Avenue, then continuing North 0° 22' 11" East 411.51 feet along the centerline of South Walnut Street, said centerline being parallel and 15 foot measured perpendicular to the eastern boundary of Lot 7, Burden Subdivision Number 3973, Clackamas County Plat Records, thence continuing North 0° 23' 00" East a distance of 295 feet along the centerline of South Walnut Street, said centerline being parallel and 15 foot measured perpendicular to the eastern boundary of Parcel 1, Partition Plat 2010-027, Clackamas County Plat Records, thence continuing North 0° 05' 47" West a distance of 137.85 feet along the centerline of South Walnut Street, said centerline being

EXHIBIT A

parallel and 15 foot measured perpendicular to the eastern boundary of Parcel 2, Partition Plat 2010-027, Clackamas County Plat Records; Excepting the area that lies north of an extension of the 220 foot radius curve left southerly Right-of-Way line of the realigned South Walnut Street line as shown on the Partition Plat 2010-027, Clackamas County Plat Records.

3. NE CORNER OF SEQUOIA PARKWAY AND SE 4th AVENUE VACATION

A tract of land situated in the southeast 1/4 of section 34, Township 3 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, more particularly described as beginning at the north west corner of Lot 7 of the Burden Subdivision, recorded in Plat Book 130, page 015 number 3973, Clackamas County Plat Records, said point being on the easterly Right-of-Way line of Sequoia Parkway, thence southeasterly along the Right-of-Way line on a 437 foot radius curve right a distance of 112.77 to a point of tangency, thence continuing along said Right-of-Way line South 00° 04' 52" West a distance of 270.09 feet to a point of curvature, said point being the True Point of Beginning, thence continuing along the property line along a 30 foot radius curve left a distance of 58.15 to an angle point on the southwestern boundary of said lot 7, thence South 20° 59' 00" East along said lot line a distance of 12.24 feet to a point, said point being 37 feet measured perpendicular to the centerline of NE 4th Avenue, thence South 78° 25' 00" West, parallel and 37 feet measured perpendicular to the centerline of SE 4th Avenue, a distance of 9.31 feet to a point of curvature, thence northwesterly along a 30 foot radius curve right a distance of 53.23 feet, with chord bearing North 50° 45' 04" West and chord length 46.52 feet, thence North 00° 04' 52" East a distance of 11.92 feet to the True Point of Beginning



**S. WALNUT STREET
VACATION APPLICATION
Canby, Oregon
AUGUST 2011**



SCALE: 1"=150'

ORDINANCE NO. 1352

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH HUBBARD CHEVROLET OF HUBBARD, OREGON; WITHNELL MOTOR COMPANY OF SALEM, OREGON; AUTO ADDITIONS OF SALEM, OREGON; AND FORD MOTOR CREDIT CORPORATION FOR THE LEASE/PURCHASE OF ONE (1) 2012 CHEVROLET TAHOE AND ONE (1) 2012 DODGE CHARGER WITH POLICE EQUIPMENT PACKAGES FOR THE CANBY POLICE DEPARTMENT; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby wishes to lease/purchase one (1) 2012 Chevrolet Tahoe and one (1) 2012 Dodge Charger vehicle with police equipment packages for the Canby Police Department; and

WHEREAS, the cost of the vehicles and equipment will be paid by the Canby Police Department which has budgeted said lease/purchase for the fiscal years 2011-2012 through 2015-2016; and

WHEREAS, in accordance with ORS Chapter 279 and Canby Public Purchasing Rules as set forth in Ordinance No. 1170 and Resolution No. 897, Exhibit A, Section 5 G (18), the City wishes to utilize an existing solicitation from another governmental agency; and

WHEREAS, the State of Oregon awarded Hubbard Chevrolet of Hubbard, Oregon, a contract to supply Chevrolet vehicles to the State and other public agencies in accordance with Contract #9774 and Hubbard Chevrolet is able to provide one (1) 2012 Chevrolet Tahoe in the amount of \$26,689.90; and

WHEREAS, the State of Oregon awarded Withnell Motor Company of Salem, Oregon, a contract to supply Dodge vehicles to the State and other public agencies in accordance with Contract #0442 and Withnell Motor Company is able to provide one (1) 2012 Dodge Charger in the amount of \$23,784.00; and

WHEREAS, the State of Oregon awarded Auto Additions of Salem, Oregon, a contract to supply police equipment packages to the State and other public agencies in accordance with Contract #2538 and Auto Additions is able to provide two (2) police equipment packages in the amount of \$24,000.00; and

WHEREAS, Hubbard Chevrolet, Withnell Motor Company, and Auto Additions are able to provide one (1) 2012 Chevrolet Tahoe vehicle, one (1) 2012 Dodge Charger

vehicle, and one (1) police equipment package to the City of Canby's Police Department for the total sum of \$74,898.90; and

WHEREAS, the City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed this proposed sales price, reviewed the staff report and believes it to be in the best interest of the City to purchase these vehicles from Hubbard Chevrolet and Withnell Motor Company; and

WHEREAS, in order to fund the purchase of these vehicles, the City wishes to enter into a lease/purchase agreement with Ford Motor Credit Company under its Municipal Finance Program(Bid #5241013); now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and City Administrator are hereby authorized and directed to make, execute and declare in the name of the City of Canby and on its behalf, an appropriate contract with Hubbard Chevrolet of Hubbard, Oregon, Withnell Motor Company of Salem, Oregon, and Auto Additions of Salem, Oregon for the total purchase price of \$74,473.90.

Section 2. The Mayor and City Administrator are hereby authorized and directed to make, execute and declare in the name of the City of Canby and on its behalf, an appropriate Municipal Lease Purchase Contract (Bid #5241013) with Ford Motor Credit Company to finance the purchase of the vehicles.

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

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on October 19, 2011, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on November 2, 2011, commencing at the hour of 7:30 P.M. in the City Council Chambers located at 155 NW 2nd Avenue, Canby, Oregon

Kimberly Scheafer, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 2nd day of November, 2011, by the following vote:

YEAS _____

NAYS _____

Randy Carson
Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder



M E M O R A N D U M

TO: *The Honorable Mayor Carson & City Council*
FROM: *Renate Mengelberg, Economic Development Director*
THROUGH: *Greg Ellis, City Administrator*
DATE: *November 2, 2011 for Council Meeting*

Issue: **First Friday Temporary Community Event Sign Plan**

Summary:

The Canby Main Street Program launched a First Friday Event this July to promote downtown businesses. The program has been successful, growing from five businesses to thirteen this last month. The participating businesses advertise that they are open by attaching several balloons to their

A-Frame signs to make it easy for visitors to find them. This has proven effective and popular with businesses and attendees alike. The event will enter its 5th month on November 4th. Using balloons to identify businesses would put the program in violation of the Cities temporary sign code.

Staff consensus and review of the city sign code ordinance reveal that the First Friday event should request approval from the City Council for a Temporary Community Event Sign Plan.

Rationale:

The section of the sign code (attached) that addresses this issue and the interpretation of the Planning Director indicate that:

- The Sign Code did not intend to “exempt” balloons, therefore they will be considered a “sign” subject to the provisions of 16.42.025.C.5.e which indicates as a “Temporary Sign” one balloon sign may be displayed on a lot (or adjacent thereto when attached to a permitted A-frame sign) for no longer than 30 days up to four times per year.
- This would allow the use of balloons at participating business locations in association with four First Fridays events per year. No permit is needed for these “balloon signs”.
- Organizers of the First Friday event could file a Temporary Community Event Sign Plan application through the City Council to gain approval of “special signage promotions options” associated with the First Friday program.
- This section of the Code was not written specifically for this type of signage. However, this process for approving event signage “which extends into the public rights-of-way” is a common thread that makes seeking a temporary community event sign plan appropriate.

Recommendation:

Staff recommends that the Agency approve the First Friday Temporary Community Event Sign Plan attached.

Recommended motion “*I move to approve the First Friday Temporary Community Event Sign Plan attached for the ongoing promotion of this Downtown Community Event for the duration of the program.*”

Attached

Sign Code section 16.42.030 - Temporary community event sign plan
First Friday Temporary Community Event Sign Plan
October 7th First Friday Flyer

Sign Code 16.42.030 Temporary community event sign plan.

Temporary banners or seasonal holiday decorations which extend over a street, over a private road providing vehicle access into a property, or are attached to utility or streetlight poles, shall be permitted only after the City Council has approved a Community Event Sign Plan.

A. Application for approval of a Community Event Sign Plan shall be made on forms provided by the Planning Director, and shall be accompanied by all required information and fees.

B. Applicant shall obtain all encroachment permits and other agency approvals required, prior to submitting an application for a Community Event Sign Plan. If signage is proposed within a right-of-way controlled by another agency, the applicant shall provide written consent from the appropriate agency regarding the signage prior to submitting an application for a Community Event Sign Plan. The consent shall identify any restrictions desired by the owner of the right-of-way.

C. The applicant shall assume all liability for incidents involving the sign by signing a document exempting the City from liability and providing liability insurance in the form required by the City Attorney and in an amount not less than the current tort liability limitations.

D. Applications for permanent geographic identification banners or signage which extend over a street, over a private road providing vehicle access into a property, or are attached to utility or streetlight poles, shall be submitted following the same application procedures as described for temporary signage, and shall be submitted by a neighborhood association that is officially recognized by the City, or shall be accompanied by a petition indicating the consent of at least 51 percent of the property owners in the geographic area delineated on the Sign Plan application.

E. Except for permanent banners or signage identifying a geographic area or district of the City, all banners and signage approved in a Community Event Sign Plan shall be removed within 2 days after the associated event or activity has ended, or no later than directed by City Council in the Sign Plan approval, whichever date is later.



First Friday Temporary Community Event Sign Plan

Event Description:

First Friday is an evening event in Downtown Canby to promote local businesses. The event is coordinated through the City's Main Street Program as a way to attract local residents and shoppers to downtown after typical business hours. Participating merchants keep their doors open from 5 to 9 PM every first Friday of the Month and provide special attractions such as music, refreshments, interactive activities, etc.

Timing:

First Friday is held every First Friday from 5 to 9 PM in Downtown Canby from June to December.

Signage Plan:

First Friday merchants will display A-frame signs in the sidewalk and attach balloons to promote their participation in the event. At their discretion, merchants might also have signage in their windows or window displays that may exceed the 15% coverage limit in the code. They could have other internal marketing efforts to entice shoppers. Balloons will be attached to the signs and other nonconforming displays installed after 3 PM that day and be removed by 10 AM the next morning.

For More Information Contact:

Canby Economic Development 503-266-7001
111 NW 2nd Avenue
Canby, Oregon 97013

Explore Downtown Canby!



Explore Downtown Canby on October 7th and visit at least 10 participating businesses for a chance to win a Canby First Friday prize package. Find your passport card at one of these businesses to begin your journey. (limit one entry per household)

1. Miss Adeline's

285 NE 3rd Ave., 5-9pm

Stop by and see all the wonderful fall decorating ideas! We will also offer McTavish shortbread and spiced cider along with a little early Halloween candy. As usual, we will have a drawing for a wonderful prize.

2. Ebner's Custom Meats

272 N Grant St., 5-9pm

Wine and BBQ? Come in for free wine tasting from St. Josef's Winery and learn how to pair wines with Ebner's own pork, chicken, and beef.

3. Canby Pub and Grill

211 N Grant St., 5-10pm

Free appetizer sampler with entrée and beverage purchase. (Cannot be combined with other offers)

4. Rice Time

356 NW 1st Ave., 4-8pm

Stop and enjoy delicious Korean "Ssambap," bulgogi and vegetable wraps, including Korean style side dishes. All-in-One combination plate for only \$12.99. Stop by and enjoy this delicious Korean dish!!



5. Puddin' River Chocolates and Wine Bar

332 NW 1st Ave., 5-10pm

Enjoy \$4.00 pours on red and white wines along with our decadent dessert and dinner specials. Come pick up your Halloween candies and cookies!

6. Wallflowers Framing Gallery

288 NW 1st Ave., 5-9pm

Our featured artist for First Friday will be Connie Veenker. Connie will be present to talk about her work and demonstrate some of her techniques using acrylics on canvas. Her style is whimsical impressionistic. Refreshments will be served from 5pm-9pm.

7. Ladybug Chocolates

266 NW 1st Ave. Suite A, 4-7pm

Come see us in action! We've removed a store wall to expose the work of chocolate making! Stop by & receive \$3 off any \$10 purchase. Come see the painted truffles being made and take home an edible work of art!



8. Bricks and Minifigs

266 NW 1st Ave. Suite B, 4-7pm

Bricks and Minifigs will be offering \$5 off any \$25 purchase. Start building your lego empire here!

9. Matt Olsen State Farm

675 NW 2nd Ave., Refreshments all day - Open until 6

Stop by for refreshments and friendly conversation and set up a time for a free quote from Matt Olsen insurance.

10. Place to Be Café

190 NW 2nd Ave., 5-9pm

Join us at The Place To Be for dinner and family fun! Mac-n-Cheese dinner special with live original music performed by Isabeau & Emily Ann from 6-8pm.

11. Canby Utility

40th Anniversary & Customer Appreciation Event! 3:30-6:30pm, Canby Utility parking (NW 2nd Avenue)

Enjoy hamburgers, hotdogs & refreshments prepared by Ebner's. Customers can enter for a chance to win 1 of 5 \$40 credits towards their utility bill & other prizes. Representatives from Efficiency Services Group will be onsite to talk to customers about incentives and rebates. Come see our water meters, electric meters and various tools of the trade including our very large "digger derrick" line truck.

12. Cutsforths Thriftway

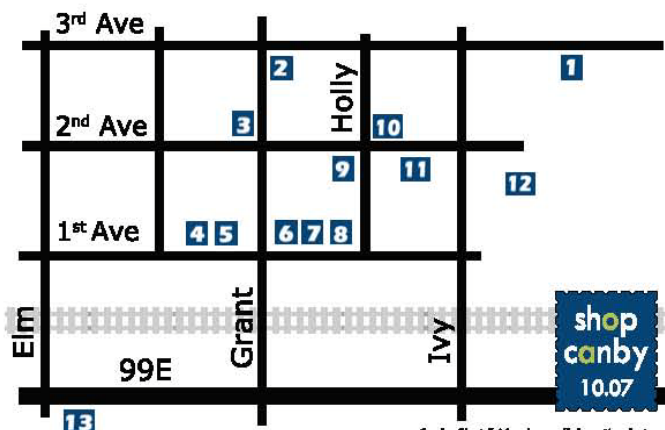
225 NE 2nd Ave., 5-8pm

Come enjoy wine tasting and food sampling during First Friday!

13. Better Homes and Garden Realty Partners

489 SW 1st Ave. (99E), 5-8pm

We will serve refreshments and feature three artists: Linda Palmer, Watercolors; Marion Griffith, Watercolors; and Heather Anderson, Ceramics. In addition to original art, note cards by Linda Palmer, Marion Griffith and Carole Risley will also be available to purchase.



Canby First Friday is a collaboration between local businesses and Canby Main Street.

Management Team Meeting Minutes
October 24, 2011
2:00 PM
City Hall Conference Room

In attendance: Greg Ellis, Darvin Tramel, Amanda Klock, Bryan Brown, Eric Laitinen, Penny Hummel, Renate Mengelberg, Sue Engels, and Kim Scheafer.

Kim Scheafer

- Reviewed Agenda for November 2 City Council Meeting

Penney Hummel

- Working on end of year appeal letter

Renate Mengelberg

- Remainder of trees on Sequoia Parkway property are being cleared

Bryan Brown

- Dealing with code enforcement issues regarding a car port and downtown balloon issues
- New employees Laney Fouse and Angie Lehnert started last week

Greg Ellis

- Fire Department is opposing Operating Levy for swimming pool due to compression

Darvin Tramel

- Working on Stormwater Management Plan

Eric Laitinen

- Pool Committee did canvassing last weekend

Sue Engels

- Field work for audit went well

Julie Wehling

- Transit Advisory Committee voted to ask the City Council to implement a bus fare citywide. MV is willing to collect fare without charging the City.
- Still working on how to change the Dial-a-Ride schedules
- Nancy is at the OTA Conference this week

Amanda Klock

- There will be a four day weekend over Christmas
- Will be emailing evaluation schedules

Minutes taken by Kim Scheafer