

AGENDA

CANBY CITY COUNCIL REGULAR MEETING

May 6, 2009

7:30 PM

Council Chambers
155 NW 2nd Avenue

Mayor Melody Thompson

Council President Walt Daniels
Councilor Robert Bitter
Councilor Tony Helbling

Councilor John Henri
Councilor Wayne Oliver
Councilor Jason Padden

WORK SESSION

6:30 P.M.

City Hall Conference Room
182 N Holly

This Work Session will be attended by the Mayor and City Council to discuss the management letter from the auditor.

CITY COUNCIL REGULAR MEETING

1. CALL TO ORDER

- A. Pledge of Allegiance and Moment of Silence
- B. Poppy Days in Canby Proclamation Pg.1
- C. National Association of Letter Carriers National Food Drive Day Proclamation Pg. 2
- D. Introduction of New Planning Director

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 7, 2009 City Council Work Session
- B. Approval of Minutes of the April 15, 2009 City Council Regular Meeting

7. RESOLUTIONS & ORDINANCES

- A. Ord. 1306, Authorizing Reimbursement of Funds Not to Exceed \$23,060.00 from the Park Development Fund to Canby Utility for System Development Charges for Water Service Extended to Northwood’s Park Phase I Pg. 3
- B. Ord. 1308, Authorizing Payment of Personal Service Contracts with Dan Kelly Investigations LLC of Beaverton, Oregon and Alan Corson & Associates of Tualatin, Oregon for Administrative Personnel Investigation Services Provided to the City of Canby Pg. 7
- C. Ord. 1309, Authorizing Contract with Eagle-Elsner Inc. for the Darcy Estates Asphaltic Concrete Paving Pg. 35

8. NEW BUSINESS

9. CITY ADMINISTRATOR’S BUSINESS & STAFF REPORTS

- A. Update on New LED Street Lighting
- B. Status Report on Implementation of County Library District

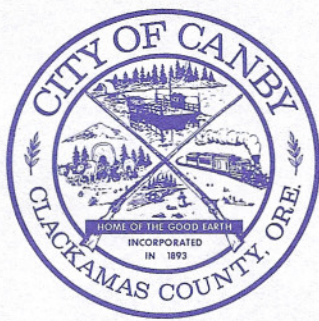
10. CITIZEN INPUT

11. ACTION REVIEW

12. EXECUTIVE SESSION: ORS 192.660(2)(d) Labor Negotiations, ORS 192.660(2)(e) Real Property 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

Poppy Days in Canby

WHEREAS, the American Legion Auxiliary adopted the poppy as its memorial flower which pays tribute to the war dead and serves as a source of aid to surviving veterans and their families; and

WHEREAS, the contributions provided by the American Legion Auxiliary are put to good use in support of the children and youth of the Canby community and toward the rehabilitation and care of veterans; and

WHEREAS, the work of the American Legion Auxiliary through the annual sale of poppies is a proper and fitting tribute to the acts of patriotism and courage made by our nation's veterans in time of national need.

NOW, THEREFORE, I, Melody Thompson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim the month of May 2009 as

Poppy Month

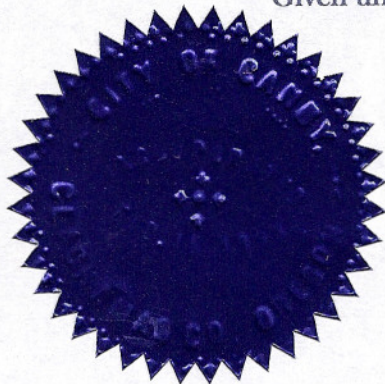
and I do further proclaim the week of May 24 through May 30, 2009 as

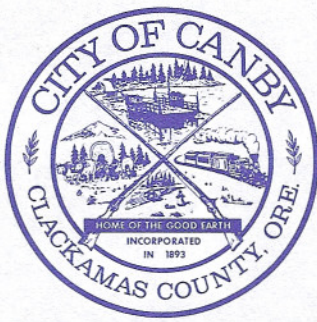
Poppy Days in the City of Canby

and urge all citizens of the City of Canby to proudly remember the sacrifices made by the members of our Armed Forces by contributing to the American Legion Auxiliary during the month of May 2009 in support of their service to our country's veterans.

Given unto my hand this 6th day of May, 2009.

Melody Thompson
Mayor





Office of the Mayor

Proclamation

National Association of Letter Carriers National Food Drive Day

WHEREAS, the National Association of Letter Carriers, in conjunction with the United States Postal Service, AFL-CIO, United Way and local food banks are coordinating a non-perishable food drive; and

WHEREAS, the Saint Vincent de Paul Food Bank at St. Patrick's Church and Canby's local food banks are in need of food at all times; and

WHEREAS, the local food bank shelves are continually in need of replenishment due to the ongoing dramatic increase in the need for food; and

WHEREAS, since November 2008 there has been a 10% increase in the amount of food needed; and

WHEREAS, the local letter carriers will collect non-perishable food items placed by mailboxes on Saturday, May 9, 2009.

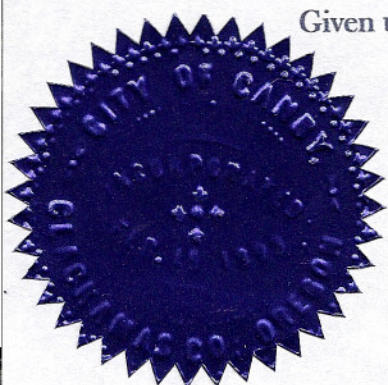
NOW, THEREFORE, I, Melody Thompson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim Saturday, May 9, 2009 as

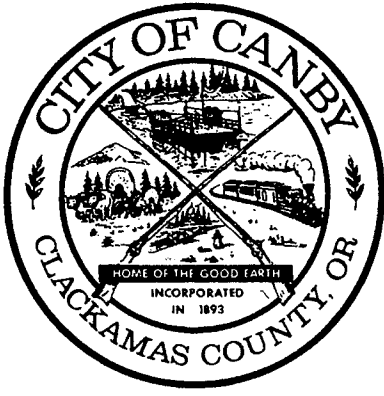
2009 National Association of Letter Carriers National Food Drive Day

and urge all citizens of the City of Canby to participate in this worthwhile event by donating non-perishable food items to help feed those who are in need.

Given unto my hand this 6th day of May, 2009.

Melody Thompson
Mayor





City of Canby

Office of the City Attorney

April 29, 2009

Memo to: Mayor/City Council

From: John H. Kelley, City Attorney

THIS HAS BEEN REVIEWED
BY THE FINANCE DIRECTOR
Alice Engel

Re: Invoice from Canby Utility for System Development Charge of \$23,060.00

During the development of the first phase of Northwoods subdivision, open space was dedicated to the City for development of a park. At that time, the City requested a 2" water meter be installed by Canby Utility for water service and irrigation of the park. The cost of the installation of the water meter and irrigation system was borne by the developer. However, the System Development Charge was to be paid by the City. (The City has previously paid SDC's for water to CUB for previous parks that have been developed).

I have prepared Ordinance No. 1306 to reimburse Canby Utility for SDC's in the amount of \$23,060.00 for this project. I verified that the charges are accurate and in conformance with the Utility's SDC fee schedule that it adopted by Resolution No. 225 in 2008. A motion to approve Ordinance No. 1306 would be in order.

ORDINANCE NO. 1306

AN ORDINANCE AUTHORIZING REIMBURSEMENT OF FUNDS NOT TO EXCEED \$23,060.00 FROM THE PARK DEVELOPMENT FUND TO CANBY UTILITY FOR SYSTEM DEVELOPMENT CHARGES FOR WATER SERVICE EXTENDED TO NORTHWOODS PARK PHASE I.

WHEREAS, during the construction of Northwood Park Phase I, a water hook-up, including one 2” water meter, was installed by Canby Utility in order to provide water service for the Park facility. As part of this project, system development charges are due Canby Utility in the amount of \$23,060.00. Canby Utility has submitted an Invoice for these charges to the City of Canby in the total amount of \$23,060.00. A copy of the Invoice is attached hereto as Exhibit “A” and by this reference incorporated herein; and

WHEREAS, the City of Canby has sufficient funds for payment of these charges in its Park Development Fund, Account # 215-215-455-7645; and

WHEREAS, the City Administrator has reviewed the completed improvement and believes that the charge is reasonable and necessary and therefore recommends approval of the request for reimbursement to Canby Utility; now therefore,

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The City Council hereby authorizes payment not to exceed \$23,060.00 from Park Development Fund, Account # 215-215-455-7645, to reimburse Canby Utility for system development charges as submitted in Exhibit “A” to this Ordinance associated with providing water service to Northwoods Park Phase I.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 6, 2009; ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on Wednesday, May 20, 2009, commencing at the hour of 7:30 pm at the Council Meeting Chambers located at 155 NW 2nd Avenue, Canby, Oregon.

Kimberly Scheafer, CMC
City Recorder Pro-Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof

on the 20th day of May, 2009, by the following vote:

YEAS _____

NAYS _____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder Pro-Tem



EXHIBIT "A"

April 29, 2009

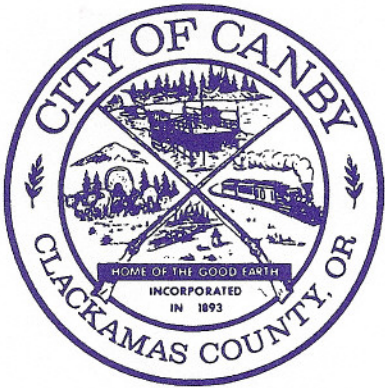
City of Canby
P.O. Box 930
Canby, OR 97013

Invoice No: 5351A
Department: Water
Work Order #: 395-626-08
Account No: 2-00-000-271.4
Billing Period: August 2008

Invoicing for the System Development Charges associated with the 2" water meter that was installed at Northwoods Park Phase I on 9/11/2007.

SDC Fees	<u>\$23,060.00</u>
Total Due	\$23,060.00

Invoice due and payable upon receipt



City of Canby

Office of the City Attorney

April 27, 2009

Memo to: Mayor/City Council

From: John H. Kelley, City Attorney

Re: Invoices from Kelly and Corson for Kroeplin investigation

I have prepared Ordinance No. 1308 to pay Dan Kelly and Alan Corson, the two investigators hired to conduct the investigation of former Chief Kroeplin. The payment will be made out of the General Fund Contingency with a transfer Resolution, prepared by Sue, forthcoming.

I have attached both copies of the original Personal Services Agreements signed in December of 2008, and copies of the individual Invoices submitted by both Kelly and Corson detailing their charges as exhibits to the Ordinance. Although the total amount is substantial, both wanted you to know that they didn't bill the City for every hour/phone call/etc., spent on the investigation. I believe that is true given the number of my contacts with them during the investigation.

A motion to approve Ordinance No. 1308 would be in order.

ORDINANCE NO. 1308

AN ORDINANCE AUTHORIZING PAYMENT OF PERSONAL SERVICE CONTRACTS WITH DAN KELLY INVESTIGATIONS LLC OF BEAVERTON, OREGON AND ALAN CORSON & ASSOCIATES OF TUALATIN, OREGON FOR ADMINISTRATIVE PERSONNEL INVESTIGATION SERVICES PROVIDED TO THE CITY OF CANBY; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby wished to contract with private investigators to conduct an administrative personnel investigation on behalf of the City of Canby; and

WHEREAS, the City of Canby entered into Personal Service Agreements with Dan Kelly Investigations LLC of Beaverton, Oregon and Alan Corson & Associates of Tualatin, Oregon on December 2, 2008 to carry out the investigation. A copy each Agreement is attached hereto as Exhibits "A" and "B" respectively; and

WHEREAS, the investigation requested by the City of Canby has been completed with a report being furnished to the City by Dan Kelly and Alan Corson; and

WHEREAS, Dan Kelly has submitted a statement for services rendered in the total amount of \$31,130.46 and Alan Corson has submitted a statement for services rendered in the total amount of \$24,637.63. Copies of the statements are attached hereto as Exhibits "C" and "D"; and

WHEREAS, the City Council believes the amounts requested for payment are fair and reasonable and are now due and owing to Dan Kelly and Alan Corson;

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and/or City Administrator are hereby authorized and directed to make payment to Dan Kelly Investigations, LLC of Beaverton, Oregon in the amount of \$31,130.46 and to Alan Corson & Associates of Tualatin, Oregon in the amount of \$24, 637.63 for investigative services rendered to the City of Canby.

Section 2. In so much as it is in the best interest of the citizens of the City of Canby, Oregon to pay the above referenced statements of services rendered 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 May 6, 2009, 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 May 20, 2009, commencing at the hour of 7:30 P.M. in the Council Meeting Chambers at 155 NW 2nd Avenue in Canby, Oregon.

Kimberly Scheafer, CMC
City Recorder - Pro Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 20th day of May, 2009, by the following vote:

YEAS _____

NAYS _____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder - Pro Tem

EXHIBIT "A"

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and DAN KELLY INVESTIGATIONS, LLC, (Contractor).

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

The Parties Agree a Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable.
- 3. Compensation:
 - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. **Contractor agrees that \$8000.00 is the not to exceed price of this contract, without prior written approval from the City.**
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.

- A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
 - B. Contractor certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes.
 - C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
5. Subcontractors and Assignment. Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all applicable OSHA regulations and requirements.
6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.
7. Term.
- A. This Agreement may be terminated by:
 - 1. Mutual written consent of the parties.
 - 2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.

3. City, effective upon deliver of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If services are no longer required.
8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.
9. Insurance. Insurance shall be maintained by the Contractor with the following limits:
 - A. Liability - \$1,000,000.00 combined single limit, bodily injury/property damage, including automobile coverage for any vehicle used for City business.
 - B. Professional liability – errors and omissions - \$1,000,000.00, combined single limit, bodily injury/property damage.

The City may require current copies of insurance certificates. Procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by Contractor's negligence or neglect connected with the Agreement.

9. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals therefrom.

10. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.

11. Notices. Any notice, bills, invoices, reports, or other document required by this Agreement shall be sent by the parties by United States mail, postage paid, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.

CITY:

JOHN KELLEY, CITY ATTORNEY
 City of Canby
 PO Box 930
 182 N. Holly Street
 Canby, OR 97013

CONTRACTOR:

Dan Kelly Investigations, LLC
Dan Kelly

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

CONTRACTOR:

CITY OF CANBY:

By: Dan Kelly

By: John A. Kelley

Date: 11/23/08

Date: 12/2/08

Exhibit A

Dan Kelly Investigations LLC

6105 Scott Whitehead Murray #286

Beaverton, Oregon 97008

I: SCOPE OF WORK:

Reference: Personal Services Agreement between the City of Canby (City) and Dan Kelly Investigations, LLC (Independent Contractor).

The Client employs Dan Kelly of Dan Kelly Investigations LLC, to perform the following professional services in accordance with the terms and conditions set forth in the attached City of Canby Personal Services Agreement.

1. Conduct comprehensive and unbiased investigation regarding allegations that individuals within the Canby Police Department had knowledge of illegal activities involving the purchase, possession and/or use of anabolic steroids by former Canby Police Department Officer Jason Deason. That representative(s) of the Canby Police Department failed to properly investigate or to have these allegations investigated. Investigate specific allegations of malfeasance or misconduct in this regard by Canby Chief Police Greg Kroeplin.
2. Conduct in person and telephonic interviews of Canby Police Department Officers and employees, Canby city employees and with other individuals who may have information relevant to this case investigation. When possible,

interviews will be tape recorded to preserve the accuracy of the person's statement. Interview tapes/CD's will be provided to client for potential transcription.

3. Travel as necessary to facilitate the investigation.
4. Prepare comprehensive investigative reports and interview reports in a timely manner and submit these reports to John Kelley or to his designated representative and or attorney.
5. Dan Kelly will perform most services in accordance with this Agreement in Oregon. In addition Dan Kelly will perform investigative services on the telephone, and at such other places as designated by the client or as necessary to perform the service requested by the client. Any extended out of state travel will be pre-approved by John Kelley.
6. All work performed for the client and paid for by the client becomes the property of the client and is controlled by the client. Dan Kelly reports only to the client and/or to the client's attorney as directed.
7. Dan Kelly does not disclose information to the media or give press releases unless specifically directed to do so by the client.

8. Dan Kelly will give client an oral briefing that is timely and adequate when the client does not desire a written report at that time. Dan Kelly will make himself available to the client for scheduled meetings and by telephone during the normal work day and after normal business hours during the scope of the investigation.

9. Dan Kelly will cooperate with and share investigative information with Agents of the Federal Bureau of Investigation (F.B.I.) to supplement their criminal investigation, and with other law enforcement agencies and other district attorney's when appropriate.

II. COMPENSATION

Dan Kelly's billing rate is \$100 per hour. Time spent testifying or waiting to testify on the client's behalf shall also be billed at this same hourly rate. Mileage will be charged at the rate of \$.58 per mile. All other reasonable and necessary expenses incurred on behalf of the client shall be billed at actual cost supported by receipts whenever possible. These expenses may include but are not limited to: parking fees, copy fees, transcription fees, research database expenses and other routine and customary expenses incurred in an investigation of this nature.

EXHIBIT "B"

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and ALAN CORSON & ASSOCIATES, INC (Contractor).

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

The Parties Agree a Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable.
- 3. Compensation:
 - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. **Contractor agrees that \$8000.00 is the not to exceed price of this contract, without prior written approval from the City.**
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.

4. Contractor is Independent Contractor.
 - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
 - B. Contractor certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes.
 - C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
5. Subcontractors and Assignment. Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all applicable OSHA regulations and requirements.
6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.
7. Term.
 - A. This Agreement may be terminated by:
 1. Mutual written consent of the parties.

2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
3. City, effective upon deliver of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If services are no longer required.
8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.
9. Insurance. Insurance shall be maintained by the Contractor with the following limits:
 - A. Liability - \$1,000,000.00 combined single limit, bodily injury/property damage, including automobile coverage for any vehicle used for City business.
 - B. Professional liability – errors and omissions - \$1,000,000.00, combined single limit, bodily injury/property damage.

The City may require current copies of insurance certificates. Procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by Contractor's negligence or neglect connected with the Agreement.

9. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and

conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals therefrom.

10. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
11. Notices. Any notice, bills, invoices, reports, or other document required by this Agreement shall be sent by the parties by United States mail, postage paid, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.

CITY: JOHN KELLEY, CITY ATTORNEY
City of Canby
PO Box 930
182 N. Holly Street
Canby, OR 97013

CONTRACTOR: Alan Corson & Associates, Inc.
P.O. Box 3043
Tualatin, Oregon 97062

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

CONTRACTOR: CITY OF CANBY:

By: Alan Corson By: John Kelley
Date: 11-24-2008 Date: 12/2/08

ALAN CORSON & ASSOCIATES, INC.

"Investigative Services"

P.O. Box 3043

Tualatin, Oregon 97062

Phone: (503) 638-8095

Fax (503) 638-7916

PSID # 33461 Federal Tax ID: 93-1318216

EXHIBIT "A"

I. SCOPE OF WORK:

Reference: Personal Services Agreement between the City of Canby (City) and Alan Corson & Associates, Inc. (Independent Contractor).

The Client employs Alan Corson of Alan Corson & Associates, Inc., to perform the following professional services in accordance with the terms and conditions set forth in the attached City of Canby Personal Services Agreement.

1. Conduct comprehensive and unbiased investigation regarding allegations that individuals within the Canby Police Department had knowledge of illegal activities involving the purchase, possession and/or use of anabolic steroids by former Canby Police Department Officer Jason Deason. That representative(s) of the Canby Police Department failed to properly investigate or to have these allegations investigated. Investigate specific allegations of malfeasance or misconduct in this regard by Canby Chief Police Greg Kroeplin.
2. Conduct in person and telephonic interviews of Canby Police Department Officers and employees, Canby city employees and with other individuals who may have information relevant to this case investigation. When possible, interviews will be tape recorded to preserve the accuracy of the person's statement. Interview tapes/CD's will be provided to client for potential transcription.
3. Travel as necessary to facilitate the investigation.
4. Prepare comprehensive investigative reports and interview reports in a timely manner and submit these reports to John Kelley or to his designated representative and or attorney.
5. Our Firm's investigator will perform most services in accordance with this Agreement in Oregon. In addition, our firm's investigator will perform investigative services on the telephone, and at such other places as designated by the client or as necessary to perform the service requested by

the client. Any extended out of state travel will be pre-approved by John Kelly.

6. All work performed for the client and paid for by the client becomes the property of the client and is controlled by the client. Our Firm reports only to the client and/or to the client's attorney as directed.
7. Our firm does not disclose information to the media or give press releases unless specifically directed to do so by the client.
8. Our investigator will give client an oral briefing that is timely and adequate when the client does not desire a written report at that time. Our firm's investigator will make himself available to the client for scheduled meetings and by telephone during the normal work day and after normal business hours during the scope of the investigation.
9. Our investigator will cooperate with and share investigative information with Agents of the Federal Bureau of Investigation (F.B.I.) to supplement their criminal investigation, and with other law enforcement agencies and other district attorney's when appropriate.

II. COMPENSATION

Our billing rate is \$100 per hour. Time spent testifying or waiting to testify on the client's behalf shall also be billed at this same hourly rate. Mileage will be charged at the rate of \$.58 per mile. All other reasonable and necessary expenses incurred on behalf of the client shall be billed at actual cost supported by receipts whenever possible. These expenses may include but are not limited to: parking fees, copy fees, transcription fees, research database expenses and other routine and customary expenses incurred in an investigation of this nature.

EXHIBIT "C"

Dan Kelly Investigations LLC
 6107 SW Murrary Blvd #286
 Beaverton, Oregon 97008

Invoice

City of Canby
 122 N. Holly
 Canby, Or 97013

**Allegation of Public Corruption
 within Canby Police Department**

Case

Period From 11/19/08 to 02/23/09

2008 Mileage Rate \$0.585

1/09 Mileage Rate 0.55

Total Amount

Due \$0.00

Date	Description of Expense	Total Hrly Cost	Miles	Mileage costs	Misc	Total Cost
11/19/2008	Travel to and From Canby	\$0.00		\$0.00		\$0.00
11/19/2008	Met w/M Adcock, J Kelley, A Klock	\$0.00		\$0.00		\$0.00
11/19/2008	Reviewed Case	\$0.00		\$0.00		\$0.00
11/19/2008	Called FBI Chris Frazier for meeting	\$0.00		\$0.00		\$0.00
11/19/2008	Called Alan Corson to Join Investigation	\$0.00		\$0.00		\$0.00
11/19/2008	Total Hrs Worked 11-19-08 + Miles	\$450.00	43.00	\$25.16		\$475.16
11/20/2008	Drove to FBI PTLD for Affidavits and Docs	\$200.00	29.00	16.97		\$216.97
11/22/2008	Office Depot Coped Affidavits fr Corson	\$100.00	8.00	\$4.68	12.24	\$116.92
11/24/2008	Reviewed News Articles and Affidavits	\$0.00		\$0.00		\$0.00
11/24/2008	Drove to Corson's Office	\$0.00		\$0.00		\$0.00
11/24/2008	Reviewed Affidavits and SW's w/ Corson	\$0.00		\$0.00		\$0.00
11/24/2008	Drove to Canby City Hall	\$0.00		\$0.00		\$0.00
11/24/2008	Met with John Kelley to discuss Invstign	\$0.00		\$0.00		\$0.00
11/24/2008	Returned to Office	\$0.00		\$0.00		\$0.00
11/24/2008	Called Or. City PD about Investigation	\$0.00		\$0.00		\$0.00
11/24/2008	Total Hrs Worked 11-24-08 + Miles	\$900.00	55.00	\$32.18		\$932.18
11/25/2008	Prepared for Meeting W/ FBI Frazier	\$0.00		\$0.00		\$0.00
11/25/2008	Drove to FBI Portland FBI Frazier Meeting	\$0.00		\$0.00		\$0.00
11/25/2008	Parking cost meeting with FBI				11.90	\$11.90
11/25/2008	Met with Corson to discuss Inv	\$0.00		\$0.00		\$0.00
11/25/2008	Returned to Office	\$0.00		\$0.00		\$0.00
11/25/2008	Drove to Or City to meet Lt Conrad	\$0.00		\$0.00		\$0.00

Date	Description of Expense	Total Hrly Cost	Miles	Mileage costs	Misc	Total Cost
11/25/2008	Interviewed Lt Conrad	\$0.00		\$0.00		\$0.00
11/25/2008	Returned to Office	\$0.00		\$0.00		\$0.00
11/25/2008	Total Hrs Worked 11-25-08 + Miles	\$725.00	94.00	\$54.99		\$779.99
11/26/2008	Drove to FBI Portland for Meeting	\$0.00		\$0.00		\$0.00
11/26/2008	Met with FBI ASAC and other FBI	\$0.00		\$0.00		\$0.00
11/26/2008	Drove to Corson's Office	\$0.00		\$0.00		\$0.00
11/26/2008	Prepared Questionnaires	\$0.00		\$0.00		\$0.00
11/26/2008	Call Clack Co DA Greg Horner for Appt	\$0.00		\$0.00		\$0.00
11/26/2008	Drove to Or City to Meet with DA Horner	\$0.00		\$0.00		\$0.00
11/26/2008	Met with DA Horner/Interviewed	\$0.00		\$0.00		\$0.00
11/26/2008	Drove Canby to Canby to Int. Or Cty Chief	\$0.00		\$0.00		\$0.00
11/26/2008	Interviewed Or City Chief Hurius at home	\$0.00		\$0.00		\$0.00
11/26/2008	Returned Corson to Office	\$0.00		\$0.00		\$0.00
11/26/2008	Returned to my Office	\$0.00		\$0.00		\$0.00
11/26/2008	Total Hrs Worked 11-26-08 +Miles	\$825.00	87.00	\$50.90		\$875.90
11/28/2008	Phone contact/FU Interview DA Horner	\$50.00		\$0.00		\$50.00
11/28/2008	Phone Contact with FBI Frazier	\$0.00		\$0.00		\$0.00
11/28/2008	Letter to DPSST for Kroeplin Records	\$0.00		\$0.00		\$0.00
11/28/2008	Pblc Rcd Rqst to J Kelley for GK HR files	\$0.00		\$0.00		\$0.00
11/28/2008	Phn call S. Lamoine abt Murp/Swan Files	\$0.00		\$0.00		\$0.00
11/28/2008	Total Hours Worked 11-28-08	\$175.00		\$0.00		\$175.00
12/2/2008	Phn Conv J Kelley abt Mrphy Swan rcds	\$0.00		\$0.00		\$0.00
12/2/2008	Drove to CCOM/CCSO	\$0.00		\$0.00		\$0.00
12/2/2008	Met with CCOM Director for tapes/calls	\$0.00		\$0.00		\$0.00
12/2/2008	Interview CCOM Supervisor	\$0.00		\$0.00		\$0.00
12/2/2008	Went CCSO for Deason Reports	\$0.00		\$0.00		\$0.00
12/2/2008	Report Writing/Record Assembly	\$0.00		\$0.00		\$0.00
12/2/2008	Total Hrs Worked 12-2-08 + Miles	\$650.00	58.00	\$33.93		\$683.93
12/3/2008	Drove to DPSST for Meeting with King	\$0.00		\$0.00		\$0.00
12/3/2008	Received Kroeplin DPSST File	\$0.00		\$0.00		\$0.00
12/3/2008	Drove to Or City PD	\$0.00		\$0.00		\$0.00
12/3/2008	Interview Or City Officer Johnson	\$0.00		\$0.00		\$0.00
12/3/2008	Received Deason Reports Or City PD	\$0.00		\$0.00		\$0.00
12/3/2008	Drove to CCOM	\$0.00		\$0.00		\$0.00
12/3/2008	Met with 911 Spvsr for Deaon Prem Hstry	\$0.00		\$0.00		\$0.00
12/3/2008	Went to CCOM for add. Deason Records	\$0.00		\$0.00		\$0.00
12/3/2008	F/U call S Lamoine Murp/Swan files	\$0.00		\$0.00		\$0.00
12/3/2008	Returned to Office	\$0.00		\$0.00		\$0.00
12/3/2008	Total Hrs Worked 12-3-08 + Miles	\$500.00	135.00	\$78.98		\$578.98
12/4/2008	Drove to Canby City Hall	\$0.00		\$0.00		\$0.00
12/4/2008	Met with A Klock Received Docs	\$0.00		\$0.00		\$0.00
12/4/2008	Interviewed Toni Tracey/Rcvd Int File	\$0.00		\$0.00		\$0.00
12/4/2008	Drove to CCOM for Tapes/Records	\$0.00		\$0.00		\$0.00
12/4/2008	Clack Co. Ct House/Ordered Deason RO	\$0.00		\$0.00		\$0.00

Date	Description of Expense	Total Hrly Cost	Miles	Mileage costs	Misc	Total Cost
12/4/2008	Returned to Office	\$0.00		\$0.00		\$0.00
12/4/2008	Total Hrs 12-4-08 + Miles	\$750.00	70.00	\$40.95		\$790.95
12/5/2008	Drove to Canby City Hall	\$0.00		\$0.00		\$0.00
12/5/2008	Interview Heather Deason	\$0.00		\$0.00		\$0.00
12/5/2008	Drove to CCOM for Additional Mat	\$0.00		\$0.00		\$0.00
12/5/2008	Returned to Office	\$0.00		\$0.00		\$0.00
12/8/2008	Drove to Canby	\$0.00		\$0.00		\$0.00
12/8/2008	Interviewed Michelle Mowrey	\$0.00		\$0.00		\$0.00
12/8/2008	Rick Reid Interview with Corson	\$0.00		\$0.00		\$0.00
12/8/2008	Total Hrs 12-8-08 + Miles	\$900.00	43.00	\$25.16		\$925.16
12/9/2008	Drove to Canby City Hall	\$0.00		\$0.00		\$0.00
12/9/2008	Formal Interivew with A. Klock	\$0.00		\$0.00		\$0.00
12/9/2008	Material Review and Reports	\$0.00		\$0.00		\$0.00
12/9/2008	Returned to Office	\$0.00		\$0.00		\$0.00
12/9/2008	Total Hrs Worked 12-9-08 + Miles	\$525.00	43.00	\$25.16		\$550.16
12/10/2008	Material Review with Corson	\$0.00		\$0.00		\$0.00
12/10/2008	Report Writing	\$0.00		\$0.00		\$0.00
12/10/2008	Drove to Canby City Hall	\$0.00		\$0.00		\$0.00
12/10/2008	City Hall Meeting with Vine Meadows	\$0.00		\$0.00		\$0.00
12/10/2008	Returned to Office	\$0.00		\$0.00		\$0.00
12/10/2008	Total hrs Worked 12-10-08	\$900.00	63.00	\$36.86		\$936.86
12/11/2008	Drove to Canby City Hall	\$0.00		\$0.00		\$0.00
12/11/2008	Received Paperwork A. Klock	\$0.00		\$0.00		\$0.00
12/11/2008	Reviewed Murph/Swan IA	\$0.00		\$0.00		\$0.00
12/11/2008	Drove to Molalla	\$0.00		\$0.00		\$0.00
12/11/2008	Interivewed Chief Gieger	\$0.00		\$0.00		\$0.00
12/11/2008	Returned to Office	\$0.00		\$0.00		\$0.00
12/11/2008	Total Hrs Worked 12-11-08 + Miles	\$750.00	70.00	\$40.95		\$790.95
12/15/2008	Report writing	\$0.00		\$0.00		\$0.00
12/15/2009	Drove to Canby	\$0.00		\$0.00		\$0.00
12/15/2008	Neighborhood Canvas	\$0.00		\$0.00		\$0.00
12/15/2008	Contacts at Canby Fire for Interviews	\$0.00		\$0.00		\$0.00
12/15/2008	Developed PD Questionnaire	\$0.00		\$0.00		\$0.00
12/15/2008	Returned to Office	\$0.00		\$0.00		\$0.00
12/15/2008	Total Hrs 12-15-08 + Miles	\$850.00	46.00	\$26.91		\$876.91
12/16/2008	Report Writing	\$0.00		\$0.00		\$0.00
12/16/2008	Drove to Corson Office	\$0.00		\$0.00		\$0.00
12/16/2008	Material Review for Chief Interview	\$0.00		\$0.00		\$0.00
12/16/2008	Questionnaire Prep for Chief Interview	\$0.00		\$0.00		\$0.00
12/16/2008	Return to Office	\$0.00		\$0.00		\$0.00
12/16/2008	Total Hrs 12-16-08 + Miles	\$850.00	20.00	\$11.70		\$861.70
12/17/2008	Report Writing	\$0.00		\$0.00		\$0.00
12/17/2008	Drove to Canby	\$0.00		\$0.00		\$0.00
12/17/2008	Interview Covino CFD	\$0.00		\$0.00		\$0.00

Date	Description of Expense	Total Hrly Cost	Miles	Mileage costs	Misc	Total Cost
12/17/2008	Interview Roca CFD	\$0.00		\$0.00		\$0.00
12/17/2008	Interview Officer Floyd	\$0.00		\$0.00		\$0.00
12/17/2008	Return to Office	\$0.00		\$0.00		\$0.00
12/17/2008	Total Hrs 12-17-08 + Miles	\$750.00	43.00	\$25.16		\$775.16
12/18/2008	Report Writing	\$0.00		\$0.00		\$0.00
12/18/2008	Prep for Kroeplin Interview	\$0.00		\$0.00		\$0.00
12/18/2008	Drove to Canby for Kroeplin Interview	\$0.00		\$0.00		\$0.00
12/18/2008	Delayed Attempt to Int Kroeplin	\$0.00		\$0.00		\$0.00
12/18/2008	Interview Kroeplin	\$0.00		\$0.00		\$0.00
12/18/2008	Drove to Office	\$0.00		\$0.00		\$0.00
12/18/2008	Total Hrs 12-18-08 + Miles	\$1,250.00	43.00	\$25.16		\$1,275.16
12/19/2008	Drove to Sherwood Att to Int Deason	\$0.00		\$0.00		\$0.00
12/19/2008	Interview Dr. Corey	\$0.00		\$0.00		\$0.00
12/19/2008	Reports	\$0.00		\$0.00		\$0.00
12/19/2008	Return to Office	\$0.00		\$0.00		\$0.00
12/19/2008	Total Hrs 12-19-08 + Miles	\$400.00	15.00	\$8.78		\$408.78
12/21/2008	Report Writing	\$0.00		\$0.00		\$0.00
12/21/2008	Total Hrs 12-21-08	\$400.00		\$0.00		\$400.00
12/22/2008	Report Writing	\$0.00		\$0.00		\$0.00
12/22/2008	Total Hrs 12-21-08	\$300.00		\$0.00		\$300.00
12/23/2008	Drove to Tualatin PD Tro Interview	\$0.00		\$0.00		\$0.00
12/23/2008	Tro Interview	\$0.00		\$0.00		\$0.00
12/23/2008	Return to Office	\$0.00		\$0.00		\$0.00
12/23/2008	Total Hrs 12-23-08 + Miles	\$525.00	25.00	\$14.63		\$539.63
12/29/2008	Drove to Canby PD	\$0.00		\$0.00		\$0.00
12/29/2008	Officer Interviews	\$0.00		\$0.00		\$0.00
12/29/2008	Return to Office	\$0.00		\$0.00		\$0.00
12/29/2008	Return to Office	\$0.00		\$0.00		\$0.00
12/29/2008	Total Hrs 12-29-08 + Miles	\$1,000.00	43.00	\$25.16		\$1,025.16
12/30/2008	Drove to Canby	\$0.00		\$0.00		\$0.00
12/30/2008	Officer Interviews	\$0.00		\$0.00		\$0.00
12/30/2008	Letter to Craing Stoelk	\$0.00		\$0.00		\$0.00
12/30/2008	Return to Office	\$0.00		\$0.00		\$0.00
12/30/2008	Total Hrs 12-30-08 + Miles	\$850.00	43.00	\$25.16		\$875.16
12/31/2008	Drove to Canby	\$0.00		\$0.00		\$0.00
12/31/2008	Officer Interviews	\$0.00		\$0.00		\$0.00
12/31/2008	Telephone Interview with Mil PD Kanzler	\$0.00		\$0.00		\$0.00
12/31/2008	Return to Office	\$0.00		\$0.00		\$0.00
12/31/2008	Total Hrs 12-31-08 + Miles	\$550.00	43.00	\$25.16		\$575.16
1/1/2009	Mileage Reimbursement Reduction	\$0.00		\$0.00		\$0.00
1/2/2009	Report Writing	\$0.00		\$0.00		\$0.00
1/2/2009	Drove to Canby	\$0.00		\$0.00		\$0.00
1/2/2009	Officer Interviews	\$0.00		\$0.00		\$0.00
1/2/2009	Returned to Office	\$0.00		\$0.00		\$0.00

Date	Description of Expense	Total Hrly Cost	Miles	Mileage costs	Misc	Total Cost
1/2/2009	Total Hrs 1-2-09	\$650.00	43.00	\$23.65		\$673.65
1/5/2009	Report Writing	\$0.00		\$0.00		\$0.00
1/5/2009	Interview Pagano by Phone	\$0.00		\$0.00		\$0.00
1/5/2009	Phn conv Tro about Murph/Swan interv	\$0.00		\$0.00		\$0.00
1/5/2009	Report Writing	\$0.00		\$0.00		\$0.00
1/5/2009	Total Hrs 1-5-09	\$600.00		\$0.00		\$600.00
1/7/2009	Report Writing	\$0.00		\$0.00		\$0.00
1/7/2008	Drove to Canby PD	\$0.00		\$0.00		\$0.00
1/7/2008	Met with S Lamoine	\$0.00		\$0.00		\$0.00
1/7/2009	Interview Murphy	\$0.00		\$0.00		\$0.00
1/7/2009	Interview Swanberg	\$0.00		\$0.00		\$0.00
1/7/2009	Returned to Office	\$0.00		\$0.00		\$0.00
1/7/2009	Total Hrs 1-7-09 + Miles	\$1,000.00	43.00	\$23.65		\$1,023.65
1/8/2009	Report Writing	\$0.00		\$0.00		\$0.00
1/8/2009	Drove to Canby PD	\$0.00		\$0.00		\$0.00
1/8/2009	Officer and Records Interviews	\$0.00		\$0.00		\$0.00
1/8/2009	Return to Office	\$0.00		\$0.00		\$0.00
1/8/2009	Total Hrs 1-8-09 + Miles	\$600.00	43.00	\$23.65		\$623.65
1/9/2009	Report Writing	\$0.00		\$0.00		\$0.00
1/9/2009	Attempt Phone Int with Deason	\$0.00		\$0.00		\$0.00
1/9/2009	Total Hrs 1-9-09	\$500.00		\$0.00		\$500.00
1/14/2009	Report Writing	\$0.00		\$0.00		\$0.00
1/14/2009	Total Hrs 1-14-09	\$150.00		\$0.00		\$150.00
1/15/2009	Report Writing	\$0.00		\$0.00		\$0.00
1/15/2009	Total Hrs 1-15-09	\$700.00		\$0.00		\$700.00
1/16/2009	Report Writing	\$0.00		\$0.00		\$0.00
1/16/2009	CFD Kunze Interview	\$0.00		\$0.00		\$0.00
1/16/2009	Phone Interview Jared Hayes	\$0.00		\$0.00		\$0.00
1/16/2009	Re-Interview Pagano by phone	\$0.00		\$0.00		\$0.00
1/16/2009	Phone Interview Kathy Sell	\$0.00		\$0.00		\$0.00
1/16/2009	Total Hrs 1-16-09	\$650.00		\$0.00		\$650.00
1/19/2009	Report Writing	\$0.00		\$0.00		\$0.00
1/19/2009	Total Hrs 1-16-09	\$300.00		\$0.00		\$300.00
1/20/2009	Report Writing	\$0.00		\$0.00		\$0.00
1/20/2009	Att. In Person Contact S Storoe Wilsonvl	\$0.00		\$0.00		\$0.00
1/20/2009	DHS Inv on Kroeplin abuse	\$0.00		\$0.00		\$0.00
1/20/2009	Att Phone Contact w/ Laura Bryan	\$0.00		\$0.00		\$0.00
1/20/2009	Call to NW Occupational	\$0.00		\$0.00		\$0.00
1/20/2009	Phone Interview w/ Vissa	\$0.00		\$0.00		\$0.00
1/20/2009	Phone Interview with Duboit	\$0.00		\$0.00		\$0.00
1/20/2009	Total Hrs worked 1-20-09	\$850.00		\$0.00		\$850.00
1/21/2009	Rpt on DHS Referral of GK Abuse	\$0.00		\$0.00		\$0.00
1/21/2009	Att Contact Lt Brent CCSO Re GK Abuse	\$0.00		\$0.00		\$0.00
1/21/2009	Call to G Horner about GK Child Abuse	\$0.00		\$0.00		\$0.00

Date	Description of Expense	Total Hrly Cost	Miles	Mileage costs	Misc	Total Cost
1/21/2009	Report Writing	\$0.00		\$0.00		\$0.00
1/21/2009	Exhibit Assembly for Council	\$0.00		\$0.00		\$0.00
1/21/2009	Total Hrs worked 1-21-09	\$850.00		\$0.00		\$850.00
1/22/2009	Assembly of Exhibits and Final Report	\$0.00		\$0.00		\$0.00
1/22/2009	Total Hrs worked 1-22-09 + Miles	\$750.00	20.00	\$11.00		\$761.00
1/23/2009	Assembly of Exhibits and Final Report	\$0.00		\$0.00		\$0.00
1/23/2009	Total Hrs Worked 1-23-09 + Miles	\$800.00	20.00	\$11.00		\$811.00
1/26/2009	Assembly of Exhibits and Final Report	\$0.00		\$0.00		\$0.00
1/26/2009	Total Hrs Worked 1-26-09 + Miles	\$800.00	20.00	\$11.00		\$811.00
1/27/2009	Assembly of Exhibits and Final Report	\$0.00		\$0.00		\$0.00
1/27/2009	Total Hrs Worked 1-27-09 + Miles	\$300.00	20.00	\$11.00		\$311.00
1/30/2009	Drove to Salem	\$0.00		\$0.00		\$0.00
1/31/2009	Interviewed Shanie Storoe at Wk	\$0.00		\$0.00		\$0.00
1/31/2009	Report Writing	\$0.00		\$0.00		\$0.00
1/31/2009	Total Hrs Worked 1-31-09 + Miles	\$250.00	115.00	\$63.25		\$313.25
2/2/2009	Drove to Canby and Oregon City	\$0.00		\$0.00		\$0.00
2/2/2009	Att. To Interview Traverso/ Jackson	\$0.00		\$0.00		\$0.00
2/2/2009	Total Hrs 2-2-09 + Miles	\$250.00	78.00	\$42.90		\$292.90
2/3/2009	Prepare Questionnaire for M Adocok Int	\$0.00		\$0.00		\$0.00
2/3/2009	Drove to Canby City Hall	\$0.00		\$0.00		\$0.00
2/3/2009	Interviewed M Adcock	\$0.00		\$0.00		\$0.00
2/3/2009	Return to Office	\$0.00		\$0.00		\$0.00
2/3/2009	Total Hrs 2-3-09 + Miles	\$750.00	43.00	\$23.65		\$773.65
2/4/2009	Final Notebook Assemble for Council	\$0.00		\$0.00		\$0.00
2/4/2009	Total Hrs 2-4-09	\$250.00		\$0.00		\$250.00
2/7/2009	Revised Reports for J. Kelley	\$0.00		\$0.00		\$0.00
2/7/2009	Total Hrs 2-7-09	\$200.00		\$0.00		\$200.00
2/7/2009	Additional Changes for J Kelley	\$200.00		\$0.00		\$200.00
2/8/2009	Total Hrs 2-8-09	\$200.00		\$0.00		\$200.00
2/9/2009	Drove to Canby	\$0.00		\$0.00		\$0.00
2/9/2009	Delivered Executive Summary to J Kelley	\$0.00		\$0.00		\$0.00
2/9/2009	Returned to Office	\$0.00		\$0.00		\$0.00
2/9/2009	Total Hrs Worked 2-9-09 + Miles	\$200.00	43.00	\$23.65		\$223.65
2/12/2009	Additional Revisions for J Kelley	\$0.00		\$0.00		\$0.00
2/12/2009	Total Hrs Worked 2-12-09	\$400.00		\$0.00		\$400.00
2/13/2009	Drove to Canby	\$0.00		\$0.00		\$0.00
2/13/2009	Delivered Revised Exec Summary J Kelley	\$0.00		\$0.00		\$0.00
2/13/2009	Total Hrs Worked 2-13-09 + Miles	\$250.00	43.00	\$23.65		\$273.65
2/17/2009	FU on JD Move in Per Rubinoff/Kelley	\$0.00		\$0.00		\$0.00
2/17/2009	Called FBI Frazier for Info	\$0.00		\$0.00		\$0.00
2/17/2009	Reports	\$0.00		\$0.00		\$0.00
2/17/2009	Total Hrs Worked 2-17-09	\$400.00		\$0.00		\$400.00
2/18/2009	FU on Questions from Canby Mayor	\$0.00		\$0.00		\$0.00
2/18/2009	FU on additional Questns J Kelley	\$0.00		\$0.00		\$0.00

Date	Description of Expense	Total Hrly Cost	Miles	Mileage costs	Misc	Total Cost
2/18/2009	Report on Mayor and J Kelley Questions	\$0.00		\$0.00		\$0.00
2/18/2009	Prep for Council Meeting	\$0.00		\$0.00		\$0.00
2/18/2009	Drove to Canby City Hall	\$0.00		\$0.00		\$0.00
2/18/2009	Appeared at Council Mtg with Corson	\$0.00		\$0.00		\$0.00
2/18/2009	Returned to Office	\$0.00		\$0.00		\$0.00
2/18/2009	Total hrs worked 2-18-09 + Miles	\$950.00	43.00	\$23.65		\$973.65
2/23/2009	Prepare material for Rubinoff	\$0.00		\$0.00		\$0.00
2/23/2009	Drive to Rubinoff Office	\$0.00		\$0.00		\$0.00
2/23/2009	Meet with Rubinoff/Discuss case/Hearing	\$0.00		\$0.00		\$0.00
2/23/2009	Return to office	\$0.00		\$0.00		\$0.00
2/23/2009	Total Hrs worked 2-23-09 + Miles	\$200.00	20.00	\$11.00		\$211.00
		\$30,125.00	1,713.00	\$981.32	\$24.14	\$31,130.46
	Total Amount Due	\$31,130.46				

EXHIBIT "D"

ALAN CORSON & ASSOCIATES, INC.

"Investigative Services"

P.O. Box 3043

Tualatin, Oregon 97062

Phone: (503) 638-8095

Fax (503) 638-7916

PSID# 33461 Federal Tax ID: 93-1318216

Statement For Services Rendered

January 12, 2009

John H. Kelley
Canby City Attorney
P.O. Box 930
Canby, Oregon 97013

Regarding: Canby Police Department Investigation

Professional Services Rendered

		<u>Hours:</u>
11-24-08	Meeting with Dan Kelley in Lake Oswego on case. Discuss scope of investigation. Receive media documents and affidavits of FBI to review. Return to office – review case information and documents. (miles: 12)	2.0
	Travel to Canby with Dan Kelly. Meet John Kelley on case. Discuss civil and criminal investigation. Receive additional documents from City attorney on case. Discuss contract and scope of investigation. Return to office. Review documents and prepare for next day meeting with FBI agent on case. (Mileage: 19)	2.4
11-25-08	Travel to Portland – meeting with FBI Chris Fraizer and Dan Kelly on federal investigation. End meeting and continue with Kelly on case organization. Return to office – prepare draft questionnaire for Canby Police Department employees. Continue to review media and federal affidavits on case. Create questionnaire for city employees.	5.2
11-26-08	Travel to FBI – Portland for meeting. Meet with Kelly, Fraiser, SAC Peterson on Canby case. Travel to Clackamas Co. DA office Meeting with Greg Horner on case. Travel to Canby meet with Oregon City Chief of Police Gordon Huiras – interview Huiras on Canby case. Return to office. (Miles: 28)	8.2
11-27-08	Office – review case materials and telephone calls on case.	4.2 – No Charge

		<u>Hours:</u>
11-28-08	Complete citizen's questionnaire and police department questionnaire for case. Telephone calls and emails on case. Briefing with Dan Kelly on case. (Miles: 42).	1.8
12-1-08	Research and locate former deputy district attorney Squire Bozorth. Telephone call to schedule interview appointment. Prepare interview questions on case. Emails with Dan Kelly On case - planning and strategy.	4.6
12-2-08	Travel to Canby – meet and interview Squire Bozorth on case. Travel to Tualatin, - copy interview questionnaires on case. follow up on interview. Complete interview report on case. Continue investigation (miles: 26)	8.4
12-3-08	Travel to Tualatin – copies of Citizen Questionnaire for case. Return to office – continue investigation – telephone calls on case. (miles: 6)	5.2
12-4-08	Travel to Canby – meet with HR Director Amanda Klock on case. Receive documents on case. Contact Canby Police Dept. Meet with Toni Tracy – obtain police records and documents. Meeting with Kelly on case. Contact Woodburn PD – attempt to locate records – return Monday when Capt Blevens is at work. Office – continue investigation. (miles: 26)	7.2
12-5-08	Locate potential witnesses on case. Prepare neighborhood questionnaire – telephone calls with Squire Bozorth on case. Prepare questions for interview with Amanda Deason. Telephone calls to contact Andrea Deason – utl. Telephone calls with Chris Lyons to facilitate interview with Andrea.	6.5
12-8-08	Travel to Oregon City – contact and interview Andrea Deason on case (Chris Lyons present during interview). Return to office. telephone call to Woodburn PD – Capt. Bevens on investigation. Prepare for interview with Richard Reid in Canby. Travel to Canby – contact and interview Richard Reid with Dan Kelly. Follow up interview with Squire Bozorth at Reid residence. Obtain signed sworn statement/Reid. Return to office. (Miles: 18)	9.2
12-9-08	Complete interview report on Rick Reid. Complete report on Woodburn Police Department records search – Deason incident. Prepare for interviews with neighbors on N. Vine Street in Canby. Travel to Canby – prepare for interview with HR Director Klock. Interview Klock on case with Dan Kelly. Obtain tape recorded statement. Contact Ron Gamble residence – interview and obtain signed citizen questionnaire. Contact other neighbors in area. Return to office.	10.2

		<u>Hours:</u>
12-10-08	Telephone calls to neighbors on Vine Street – Schedule interviews. Meet Kelly at office review CPD reports and internal reports and records.	6.5
12-11-08	Travel to Canby – meeting with Clint Coleman on case. Interview And obtain signed citizen questionnaire. Travel to Canby – City Hall. Meeting with Kelly review confidential files on P.I. Investigation. Meet Klock review additional records and reports. Travel to Molalla – interview Chief Jerry Giger on case. Return to Canby. Return to office.	10.2
12-14-08	Review interview tape and complete interview report on Amanda Klock. Complete interview report on Lyons.	5.2
12-15-08	Travel to Canby with Dan Kelly. Conduct neighborhood canvas on N. Vine Street. Conduct interviews and obtained signed Questionnaires from residents. Contact Canby Fire Department on case. Return to office – prepare for interviews.	7.3
	Conduct telephone calls to N. Vine residents – follow up on neighborhood canvass. Complete interview report.	2.4 – No Charge
12-16-08	Meet Kelly at office – prepare interview questions for Greg Kroepflin. Review case reports and information. Telephone calls on case. Review case status and progress.	5.2
12-17-08	Research and locate John & Debbie Knapp – Washington. Conduct Telephone call and interview both on case. Obtain tape recorded Interview with Debbie Knapp. Review tape and complete report. Telephone calls to Canby Utility Board on case. Briefing with Dan Kelly on case and scheduled interview with Kroepflin.	4.3
12-18-08	Travel to Canby with Kan Kelly – meet with city attorney on case. Disucss interview procedure for Kroepflin. Contact and interview Kroepflin. Obtain tape recorded interview. Briefing with city attorney and return to office.	8.5
12-19-08	Draft questions for Canby Police Department Officers. Briefing with Dan Kelly on case. Telephone calls neighborhood canvas.	1.9
12-27-08	Draft questions for city employees and officers at Canby Police Department. Telephone calls on case. Briefing with Dan Kelly	1.2 – No Charge
12-29-08	Travel to Canby – interviews with police officers, detectives and Non-sworn personnel. (Miles: 27).	9.2
12-30-08	Travel to Canby – interviews with police personnel on case.	6.0

		<u>Hours:</u>
12-31-08	Travel to Canby – interviews of police personnel. Return to office (Miles: 27)	3.4
1-2-09	Office – complete interview reports on case. Travel to Canby interview police personnel on case.	7.4
1-3-09	Office – complete interview reports.	3.5
1-4-08	Office – complete interview reports – Canby Police Officers Briefing with Dan Kelly on case.	6.8
1-6-09	Travel to Canby interview officers on case with Dan Kelly and union attorney Sean Lemoyne.	7.5
1-15-09	Prepare for officer and administrative personnel interview at Police department. Travel to Canby Police Department and Interview Officer Britton and obtain signed statement. Interview manager Toni Tracy. Return to office.	5.3
1-16-09	Office – briefing with Dan Kelly on case. Complete interview reports.	3.4
1-21-09	Office –conduct research to locate address and telephone information on case. Provide information to Dan Kelly.	1.8 – No Charge
1-22-09	Office with Dan Kelly – Review materials and reports to prepare Summary report on investigation.	8.2
1-23-09	Office with Dan Kelly- Begin Summary Report on case.	7.2
1-26-09	Office with Dan Kelly – Summary Report	8.0
1-27-09	Office with Dan Kelly – Summary Report and follow up investigation	8.0
1-28-09	Office with Dan Kelly – Summary Report and follow up investigation.	6.5
2-2-09	With Dan Kelly – Travel to Canby to interview William Traverso and Brian Johnson on case – UTL. Return to office.	5.5
2-3-09	Travel to Canby meet with HR Director. Contact Mark Adcock and interview him on this case. Return to office –report.	10.2
2-4-08	Office Summary report and review tape and complete report On Mark Adcock interview. Continue investigation – organize case information and reports.	6.2
2-5-09	Office continue Summary Report with Dan Kelly	7.0

2-10-09 Travel to Canby – meet Dan Kelly. Meeting with City Attorney John Kelley on case. Furnish John Kelly with Summary Report. Briefing on Canby Police Department Investigation. Return to Office. 3.0

FOR PROFESSIONAL SERVICES RENDERED:
(At \$100 per hour)

<u>Hours</u>	<u>Amount</u>
242.3	\$ 24,230.00

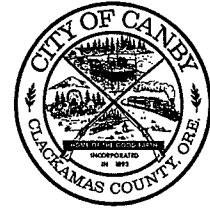
ADDITIONAL CHARGES/ EXPENSES:

Mileage: <u>231</u> miles at \$.58 per mile	\$ 133.98
Long Distance Telephone Calls/Cell. min. @ .13 cents	\$ No Charge
Parking:	
Copy expenses, & notebooks	\$ 18.43
Transcripts – Chief Kroeplin interview	\$ 389.20

Total Costs: \$ 407.63

BALANCE DUE.....\$ 24,637.63

THIS HAS BEEN REVIEWED
BY THE FINANCE DIRECTOR
Steve Engle



M E M O R A N D U M

TO: *Honorable Mayor Thompson and City Council*
FROM: *Dwayne Barnes, Public Works Director*
DATE: *April 23, 2009*
THROUGH: *Mark C. Adcock, City Administrator*

ISSUE: DARCY ESTATES ASPHALTIC CONCRETE PAVING
APPROVAL OF CONSTRUCTION CONTRACT ORDINANCE 1309

SYNOPSIS: On April 21st, 2009, the City of Canby solicited and received three (3) bids for the Darcy Estates Asphaltic Concrete Paving. This staff report is to request Council approval for award of the contract to the low responsive bidder.

RECOMMENDATION:

That the Council approve Ordinance 1309 authorizing the Mayor and City Administrator to execute a contract with Eagle-Elsner, Inc. in the amount of \$88,650.00 for the Darcy Estates Asphaltic Concrete Paving; and declaring an emergency.

RATIONALE:

Competitive sealed bids were solicited in compliance with the City of Canby's Rules for Public Purchasing and the requirements of Oregon Revised Statutes. Of the bids received, Eagle-Elsner, Inc. submitted the low responsible and responsive bid.

BACKGROUND:

Darcy Estates Development was constructed in 2006 by Sequoia Homes. The City routinely delays the placement of the asphaltic concrete final lift until 85% of the homes are constructed. The purpose for the delay is to reveal any immediate failures to the roadway structural section during the heaviest vehicular use, provide an aesthetically finish surfacing upon completion of home construction in advance of integrating the roadways into the public infrastructure. To ensure compliance by the developer in meeting their contractual obligation, the City has held a Performance Bond for the estimated value of the remaining final lift of asphaltic concrete surfacing. The City has called upon the developer to complete the remaining

improvements but to no avail. In the interest of the residents of this development and the community, the City has acted by collecting the Bond amount and embarked on completing the remaining pavement.

Attached to this staff report is a bid tabulation of the bids received. All bidders were pre-qualified for this project and correctly executed the documents.

Attached are Ordinance 1309 and the proposed contract for execution. Our recommendation is to accept the low responsive bid from Eagle-Elsner, Inc. and execute a contract for construction in the amount of \$88,650.00

FISCAL IMPACT:

Funding for this project is provided from the Performance Bond value assigned for this development by the original developer. It has no fiscal impact on the Local Street Reserve Fund assigned for rehabilitating existing City Streets.

ENCLOSURES:

- Bid Summary
- Ordinance Number 1309
- Exhibit 'A' Construction Contract

ORDINANCE NO. 1309

AN ORDINANCE AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH EAGLE-ELSNER, INC. FOR THE DARCY ESTATES ASPHALTIC CONCRETE PAVING; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby wishes to pave certain public streets within the Darcy Estates Subdivision; and

WHEREAS, in accordance with ORS Chapter 279 and Canby Public Purchasing rules as set forth in Ordinance No. 1170 and Resolution No. 897, the City of Canby has heretofore solicited bids for the project. The notice of call for bids was duly and regularly solicited through a formal request on April 7th, 2009; and

WHEREAS, bids were received and opened on April 21st, 2009 at 2:00 pm in the Planning Department Conference Room and the bids were read aloud:

WHEREAS, the bidders are as listed below and a detailed tabulation of all items is attached herein:

Eagle-Elsner, Inc.	P.O. Box 23294 Tigard, OR 97281	\$88,650.00
Oregon Asphalt Paving Company	21455 SW 120 th Avenue Tualatin, OR 97062	\$90,200.00
Portland Road and Driveway Company	10500 SE Jennifer Street Clackamas, OR 97015	\$104,800.00

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, May 6th, 2009, and considered the bids and reports and recommendations of the City staff, including the staff recommendation that the low responsive bid be selected; and

WHEREAS, the Canby City Council determined that the low responsive bid was that of Eagle-Elsner, Inc.; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and/or City Administrator are hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate contract with Eagle-Elsner, Inc. for Darcy Estates Asphaltic Concrete Paving, for the bid amount of \$88,650.00. A copy of the contract with Eagle-Elsner, Inc. is attached hereto and marked as Exhibit "A" and by this reference incorporated herein.

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

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 6th, 2009; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, May 20th, 2009, after the hour of 7:30 pm at the Council Meeting Chambers located at 155 NW 2nd Avenue, Canby, Oregon.

Kimberly Scheafer, CMC
City Recorder Pro Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 20th May, 2009 the following vote:

YEAS _____

NAYS _____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder Pro Tem

Exhibit "A"

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT is dated as of the ____ day of ____ in the year 2009 by and between

CITY OF CANBY

(hereinafter called OWNER) and

EAGLE-ELSNER, INC.

(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents:

CITY OF CANBY

DARCY ESTATES ASPHALTIC CONCRETE PAVING

The project covers the placement of 2-inch thickness of asphaltic concrete paving over approximately 3,100 lineal feet of residential streets. The City reserves the right to adjust the paving quantity to be completed by the Contractor under this contract based on the bid unit price to match the available budget for this work. The City may accept the "ALTERNATE" if the price is deemed feasible.

ARTICLE 2 - ENGINEER

The Project has been designed by CURRAN-McLEOD, INC., Consulting Engineers, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 The Work will be substantially completed within 30 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 15 days after the date when the issuance of the Certificate of Substantial Completion including punch list items.

- 3.2 Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER or the OWNER may withhold from amounts due the CONTRACTOR Four Hundred Dollars (\$400.00) for each day that expires after the time specified in paragraph 3.1. for Substantial Completion until the Work is substantially complete AND/OR for each day of delay beyond the deadline for Final Completion.

ARTICLE 4 - CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds by check, an amount totaling

Eighty-Eight Thousand Six Hundred Fifty and no/100----- Dollars

(\$88,650.00) as shown in the attached Bid Proposal.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.01 of the General Conditions.

- 5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to:

- (a) 95 % of the Work completed; and
- (b) 95 % of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the value of the Contract Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02 of the General Conditions.

5.2 Final Payment: Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the value of the Contract Work completed, as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 6 - INTEREST

All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project, when requested in accordance with ORS 279C.570

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8 - CONTRACT DOCUMENTS

- 8.1 This Agreement

- 8.2 Exhibits to this Agreement.
- 8.3 Performance and other Bonds
- 8.4 Notice of Award.
- 8.5 General Conditions of the Construction Contract
- 8.6 Supplementary Conditions
- 8.7 Technical Specifications as listed in the Table of Contents.
- 8.8 Drawings included:

CITY OF CANBY VICINITY MAP
AND LOCATION MAP

- 8.9 Addenda numbers N/A.
- 8.10 CONTRACTOR'S Bid
- 8.11 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this ARTICLE 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Article 1 of the General Conditions).

ARTICLE 9 - MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically by without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 In the event a suit, arbitration or other legal action is required by either the OWNER or the CONTRACTOR to enforce any provisions of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorney's fees upon trial or subsequent appeal.

IN WITNESS WHEREOF, the parties hereto have signed three counterparts of this Agreement.

This Agreement will be effective on _____, 2009.

OWNER:

CITY OF CANBY
170 NW 2nd Avenue
Canby, OR 97013

CONTRACTOR:

EAGLE-ELSNER, INC.
P.O. Box 23294
Tigard, OR 97281

By: _____

By: _____

Name/Title: _____

Name/Title: _____

Attest: _____

Address for giving notices:

Same as above

Phone: 503-628-1137