

AGENDA

CANBY CITY COUNCIL REGULAR MEETING

November 4, 2009

7:30 PM

Council Chambers

155 NW 2nd Avenue

Mayor Melody Thompson

Council President Walt Daniels

Councilor Richard Ares

Councilor Robert Bitter

Councilor John Henri

Councilor Brian Hodson

Councilor Jason Padden

WORK SESSION

6:00 P.M.

City Hall Conference Room

182 N Holly

This Work Session will be attended by the Mayor and City Council to discuss the new Business Recycling Requirements which are part of the Regional Solid Waste Management Plan.

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CITY COUNCIL REGULAR MEETING

1. CALL TO ORDER

A. Pledge of Allegiance and Moment of Silence

B. Veterans Appreciation Month Proclamation

Pg. 26

C. Update on Clackamas County Goals & Accomplishments

Pg. 27

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 8, 2009 City Council Work Session
- B. Approval of Minutes of the October 20, 2009 City Council Work Session
- C. Approval of Minutes of the October 21, 2009 City Council Regular Meeting
- D. Seifried v. City of Canby Settlement Agreement

7. RESOLUTIONS & ORDINANCES

- A. Res. 1049, Adopting An Amendment to the Intergovernmental Agreement Between the City of Canby and Canby School District No. 86 for the Purpose of Collecting a Construction Excise Tax on Behalf of the District for New Construction in the City of Canby Pg. 29
- B. Ord. 1319, Amending Canby Municipal Code Chapter 8.04 by Requiring Local Businesses to Source Separate and Recycle Certain Solid Waste Materials, Establishing Guidelines for Source Separating, Storing and Recycling of Solid Waste Materials Pg. 33
- C. Ord. 1320, Authorizing Contract with Canby Excavating, Inc. for the Knights Bridge Rd. Sanitary Sewer Pump Station Reconstruction (2nd Reading) Pg. 38
- D. Ord. 1321, Authorizing Contract with Snyder Roofing for the Installation of a New Roof for the Canby Adult Center Building Pg. 40

8. NEW BUSINESS

- A. Committee Liaison Assignments Pg. 54

9. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

10. CITIZEN INPUT

11. ACTION REVIEW

12. EXECUTIVE SESSION: 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.



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

October 15, 2009

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Amanda Klock - Interim City Administrator
City of Canby
PO Box 930
Canby, OR 97013

Dear Amanda:

Over the past 23 years the County has worked closely with the franchised solid waste collector to ensure they receive the same support and services for the citizens of Canby as they do in their County franchised area. The County perform the services necessary to comply with the Regional Solid Waste Management Plan for all cities within the County. The County uses a Letter of Understanding to formalize the arrangement with each of the cities. Given the recent implementation of the regional Business Recycling Requirements, the time is ripe to formalize an agreement between the City and the County with regards to implementing the requirements of Metro and Local Government Waste Reduction Plan. Attached is a copy of the County's Year 20 plan approved by Metro.

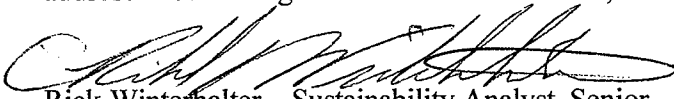
The Letter of Understanding under current review automatically renews annually, unless either party terminates for any reason. The County will continue providing the City with the annual report and plan. This new agreement serves to streamline the process while ensuring the public interest of your citizens, regarding the provision of integrated solid waste management services, is preserved.

If you could please sign both copies of the attached Letter of Understanding and return one to me as soon as possible. I will take the intergovernmental agreement with Metro to the Board of County Commissioners soon after receiving the signed letter.

Over the past year, we have provided outreach to residents, schools, and businesses. We mailed two editions of the *Trash Talk* newsletter, and provided direct technical assistance to businesses and schools. The Event and Parks Recycling program has continued to expand and is proving quite popular. The outreach program to assist multifamily communities expand and improve their recycling has continued. Although Metro will not be awarding local government grants for multifamily outreach this year, the County has staff continuing the program as part of the annual plan.

Regional campaigns promoting the Recycle at Work program and the need to keep plastic bags and other contaminants out of our collection programs will occur again this year. We will provide the city with updates for the City newsletter.

As always, we are available to inform your council about the current programs and solid waste issues being addressed on the regional level. Please call me, 503-353-4466, if you have any questions.



Rick Winterhalter – Sustainability Analyst, Senior
Community Environment Section



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Canby (City) commencing November 1, 2009. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

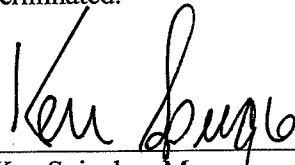
Since 1990 Clackamas County has successfully met the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Canby, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

In return, the City authorizes Metro to annually distribute the City's appropriation of the monies intended to fund activities relative to the Regional Solid Waste Management Plan to Clackamas County until this agreement is terminated.



Ken Spiegle – Manager
Community Environment Division

10-15-09
Date

Amanda Klock- Interim City Administrator
City of Canby

Date



Metro | *People places. Open spaces.*

December 4, 2008

RECEIVED
DEC 09 2008
CITY OF CANBY

Mark Adcock
City Administrator
City of Canby
PO Box 930
Canby, OR 97013

RE: *Regional Solid Waste Management Plan Implementation*

Dear Mr. Adcock:

After a robust process of public input and participation from across the metropolitan area, the Metro Council, on July 24, 2008, approved a comprehensive plan to coordinate the region's recycling and solid waste programs over the next decade. The *2008-2018 Regional Solid Waste Management Plan* (RSWMP), which includes a state-required waste reduction program for the tri-county area, reflects a long-term commitment to reduce the amount and toxicity of waste generated and disposed by the region.

Thank you for helping our region continue evolving toward even greater sustainability. As we move forward, local governments play a critical role in implementing the regional plan. Two important elements of the RSWMP require action by your jurisdiction, since under state law it is included in the area subject to the RSWMP provisions. These elements are the Regional Service Standard and Business Recycling Requirement.

Regional Service Standard

The Regional Service Standard addresses recycling collection services in the single-family residential, multifamily residential and business sectors, as well as education and outreach efforts targeting each of these sectors. The purpose of the standard is to ensure a comprehensive and consistent level of recycling services for the tri-county region that is consistent with state law.

The action required for the Regional Service Standard is to either confirm that your jurisdiction's recycling programs meet the service standard or submit an application to Metro for approval of an alternative program. To confirm your jurisdiction meets the standard, please have your chief elected or administrative official sign the attached form (Attachment A) and return it to me by Feb. 1, 2009. I've attached to this letter the full text from the RSWMP (Attachment B) that provides information on the Regional Service Standard and alternative programs.

Business Recycling Requirement Program

The purpose of the Business Recycling Requirement program is to strengthen the opportunity for businesses and local governments to work together to provide recycling education, create a consistent service standard throughout the Metro region and increase recycling, thereby assisting the region in meeting recovery goals, conserving natural resources and reducing greenhouse gas emissions.

The new requirements follow more than a decade of public outreach, education and programs to encourage business recycling across Multnomah, Washington and Clackamas counties. Through successful joint efforts among local governments, haulers and Metro, most businesses now recycle. Each year, however, businesses still discard more than 100,000 tons of recyclable paper and containers. Shaped by community input spanning business groups, residents and elected officials, the requirements will help recover at least 80,000 tons of recyclables that otherwise would sit in a landfill.

Here are additional details on the program:

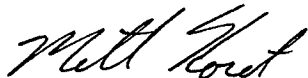
- (1) By Feb. 27, 2009, your jurisdiction should adopt an ordinance to establish the following recycling requirements:
 - (a) Businesses shall ensure the provision of recycling containers for internal maintenance or work areas where recyclable materials may be collected, stored, or both.
 - (b) Businesses shall post accurate signs where recyclable materials are collected, stored, or both that identify the materials that the business must source separate for reuse or recycling and that provide recycling instructions.
 - (c) Businesses shall source-separate all recyclable paper, cardboard, glass and plastic bottles and jars, and aluminum and tin cans for reuse or recycling.
- (2) By Feb. 27, 2009, your jurisdiction should establish a method for ensuring businesses comply with the ordinance.

Local governments may exempt a business from some or all of the recycling requirements. For example, an exemption may be warranted if a business has insufficient space for recycling containers. The emphasis of the requirements will be on education and helping the business set up a recycling program.

The Metro Council adopted a model ordinance (Attachment C) that can be used by local governments to establish its local recycling requirements. To help businesses recycle, Metro will continue funding local governments in their efforts to provide education and technical assistance through the Recycle at Work program and provide an additional \$400,000 for local governments to use for education or compliance efforts associated with implementation of the requirements. Clackamas County is currently working with the cooperative cities with the adoption of the recycling requirements. The county currently receives funding from Metro to provide education services on behalf of the cooperative cities and is eligible for additional funding with the adoption of the requirements.

Collaboration among local governments, the private sector and Metro has made our region a national leader in waste prevention and recycling efforts. As we work to conserve resources for future generations, I look forward to our continued joint efforts and achievements. Please feel free to contact me at 503-797-1760 or matt.korot@oregonmetro.gov if you have any questions. Thank you.

Sincerely,



Matt Korot
Program Director, Resource Conservation and Recycling

Encl: Regional Service Standard certification form
RSWMP Chapter VI
Business Recycling Requirement model ordinance

**2009-2010 (Year 20)
Metro and Local Government
Annual Waste Reduction Work Plan**

June 25, 2009

I. Introduction

Since 1990, Metro and its local government partners have developed cooperative plans to implement the region's waste reduction and recycling programs. These plans serve as one of the implementation tools for the Regional Solid Waste Management Plan (RSWMP) that provides direction for waste reduction programs for the metropolitan region.

The Annual Waste Reduction Work Plan is the primary means by which Metro and local governments plan for waste reduction and recycling programs, projects and activities. Plans are developed on an annual basis by regional work groups and reviewed by stakeholder groups and policy makers.

II. Plan Structure & Format

The Annual Work Plan is divided into two areas:

- Regional Program Focus Areas (including Recycle at Work)
- Maintenance of Existing Programs

- A. The **Regional Program Focus Areas** are regionally coordinated work plans that address specific sectors of the region (Multi-Family Residential, Business/Recycle at Work, Construction & Demolition, and Commercial Organics). These plans are designed to address the individual needs, barriers and the particular circumstances affecting each sector. The focus area work plans provide specific action steps, staffing and budgets for achieving the larger objectives within the RSWMP. This annual planning process allows for a flexible and more rapid response to changing conditions, enables the region to quickly phase out those tasks that prove less effective, and allows for shifting efforts and resources between areas as need arises.

These focus areas form the core of the work and activities to be implemented in the region. Each of the programs was identified as needing intensive, focused planning and implementation efforts over the next few years.

Additional funding assistance is provided to local jurisdictions specifically for the Recycle at Work program. Allocations are based on the number of employees per jurisdiction derived from data supplied by the State of Oregon Employment Department. In order to receive funding, local jurisdictions must develop and submit a Recycle at Work plan that includes the elements listed below.

1. Hire individuals as staff or contractors who work in the jurisdiction's offices or external contractors whose primary responsibilities and duties are to provide waste evaluations, technical assistance and business recycling requirement compliance services to businesses.
2. Provide technical assistance to businesses by conducting baseline and follow-up site evaluations in recycling, waste prevention and sustainable

purchasing and operations, following the Recycle at Work Program core actions.

3. Develop an Outreach Plan that identifies the jurisdiction's strategy for targeting and recruiting businesses for Recycle at Work assistance. The plan must also include the following two strategies: 1. a focus on assisting the jurisdiction's government facilities and ensuring that each facility is implementing at least two waste reduction practices from the Best Management Practice guidance document for waste reduction at government facilities; and 2. a focus on new and large (100 or more employees) businesses. An alternate plan or an element of the new and large business strategy may be submitted. In addition, the plan should take into account the jurisdiction's participation in regional media outreach campaigns. Other elements of the Outreach Plan should include businesses or institutions that are targeted and desired outcomes.
 4. Participate in regional media outreach campaigns as developed by the Business Recycling Work Group (BRWG) and provide follow-up technical assistance and evaluation as required by the media outreach program design.
 5. Make available resources to businesses as identified by the BRWG and appropriate for the jurisdiction.
 6. Collect data for each business that summarizes key contact information and the actions taken in recycling, waste prevention, sustainable purchasing, operations and business recycling requirement compliance. Enter all data in the Recycle at Work information system developed by Metro and the BRWG, whose design allows for regional analysis of program data.
 7. Conduct a follow-up evaluation at each business that has received technical assistance and provide on-site assistance, whenever possible and appropriate, of the changes the business has made.
 8. Prepare a mid-year and annual progress report on the accomplishments of the Recycle at Work Program that will include administrative information (staff and expenditures), mid-year review of the outreach strategy, the number of businesses contacted, visited and assisted, evaluations performed, actions recommended and implemented, compliance actions taken, resources delivered, and successes and challenges.
 9. Assist Metro in a regional evaluation of businesses that have received technical assistance under Recycle at Work and those businesses that have not.
 10. Establish a compliance program for Business Recycling Requirements consistent with Section 2.6 of the administrative procedures for Metro Code Chapter 5.10 and provide written description to Metro.
- B. The second area of the Annual Work Plan focuses on **Maintenance of Existing Programs** and established local and regional waste reduction and recycling programs through per capita grants to local governments. Significant progress in waste reduction and recycling has been made over past years through these existing programs. In order to maintain these successes, established programs must

continue to be funded, staffed and maintained at the same time that new initiatives are introduced. The funding assistance provided to local jurisdictions to maintain existing programs is allocated on a per capita basis. Each jurisdiction receives an allocation based upon its percent of the region's total population.

The objectives of the maintenance section are to maintain and increase recovery through existing local government waste reduction and recycling programs; to provide an incentive for local governments to participate in regional waste reduction planning activities; and to continue to ensure compliance with the RSWMP and state program elements for waste reduction and recycling programs.

The program format is intentionally simple and straightforward. Local governments will submit an overview of existing programs in place; detailing the outreach, education and collection programs currently implemented and the efforts they will engage in to maintain these programs. This will provide a comprehensive regional picture of existing programs in place as well as demonstrate compliance with the RSWMP and state law.

For jurisdictions receiving \$100,000 or more in funding allocations, an additional reporting element and a different disbursement method is used. Funding is released in two allotments; the first half upon signature of the Intergovernmental Agreement, and the second after receipt of a satisfactory interim progress report is received and approved by Metro. The intent is to more closely monitor the funds and to provide a greater degree of accountability for large allocations.

III. Required Compliance with the Regional Solid Waste Management Plan and State Law

All local jurisdictions are required to comply with the provisions set forth in the RSWMP and to satisfactorily demonstrate compliance. These provisions include the Regional Service Standard and the Business Recycling Requirements.

Local jurisdictions must also demonstrate compliance with state law (OAR 340-090-0040 and ORS 459A). Metro has been designated by the State as the reporting agency for the region's three-county area and local jurisdictions are to provide data to Metro to assist with this annual reporting responsibility.

Metro will review Annual Reports for compliance with both the RSWMP and state law. Local jurisdictions that are out of compliance with the RSWMP and/or state law may not be eligible for associated program funding assistance from Metro.

IV. Monitoring and Evaluation

The Regional Program Focus Areas and Maintenance of Existing Programs sections of the annual plan each have independent progress measurement and reporting scenarios tied to the specific tasks involved. These performance measures, combined with the annual Department of Environmental Quality Material Recovery Survey Report, are used to assess progress.

Regional Program Focus Areas

Monitoring and evaluation methods have been developed for each focus area and are incorporated into the individual plans.

Recycle at Work has specific reporting requirements associated with the program. A mid-year progress report is required and a final report is submitted to Metro in tandem with the maintenance reporting noted below no later than August 1, 2010. Jurisdictions must also report on compliance with the Business Recycling Requirement.

Maintenance of Existing Programs

Annual reports documenting efforts completed by local governments during FY 2009-10 are submitted to Metro no later than August 1, 2010. These annual reports serve as the basis for monitoring the status of existing programs and progress with regard to the RSWMP and required annual reporting to the Oregon Department of Environmental Quality.

The maintenance efforts will also be reviewed based upon the following:

- Local governments will demonstrate compliance with the Regional Service Standard.
- Local governments will identify and undertake a specific curbside recycling outreach activity for an existing local government program.
- Local government representatives will participate in at least one regional waste reduction planning group (larger jurisdictions will tend to participate in more than one group).
- Local governments will provide jurisdictional solid waste and recycling budget information to Metro.
- Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).

Metro publishes a complete Performance Measures Report in the spring following the Annual Work Plan completion and data gathering.

YEAR 20 (FY 2009-10)
LOCAL GOVERNMENT ANNUAL WASTE REDUCTION WORK PLAN TEMPLATE

Jurisdiction: Clackamas County Contact: Rick Winterhalter

I. Program Overview Narrative

Please provide a narrative overview of programs, services and focus areas for FY 2009-10 including your jurisdiction's participation with regional planning efforts and demonstration of compliance with state law. In addition, the following elements are required as part of the Annual Plan and may be addressed in the narrative portion of your plan or in the tasks table:

- a) Demonstrate compliance with the Regional Service Standard. State whether or not your jurisdiction has submitted a Compliance Certification form to Metro--cooperatives should report on behalf of member jurisdictions.
- b) Identify and undertake a specific curbside recycling outreach activity for an existing local government program.
- c) Participate in at least one regional waste reduction planning group.
- d) Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).
- e) Recycle at Work program goals (including compliance with the Business Recycling Requirement).

Clackamas County provides waste reduction and recycling oversight, education, and planning for the unincorporated areas of the County as well as, by agreement, the cities of: Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn and Wilsonville. Although the City of Canby is not included as a participant in the IGA supporting the Annual Grants to the County, the citizens of Canby receive the same services from the County as indicated in the plan.

Our programs reach the residential, school, multi-family, and commercial sectors. Staff participates in regional workgroups to coordinate programs ensuring program consistency throughout the region. Workgroups include: Business Recycle at Work, Construction & Demolition Debris, Organics, Multifamily Residential, Policy Advisory Workgroup, and regional outreach campaigns. Staff is also involved with various associations, including the Association of Oregon Recyclers and local chambers of commerce.

Clackamas County has 5.4 permanent FTE assigned to Solid Waste issues in the Office of Sustainability, Community Environment Division. These issues include franchising of solid waste collection, licensing independent recyclers, conducting reviews of solid waste fees, providing design review for commercial construction, and providing oversight of the internal County waste reduction programs. Staff also provides education and promotion, technical assistance for businesses, assistance with recycling at events, and participates in regional planning and activities. In addition to the permanent FTE contractors and temporary staff, approximately 3.5 FTE, provide additional assistance in school, business and event recycling programs.

The manager of the division allocates approximately 0.5 FTE of his time to solid waste issues and 0.5 FTE to code enforcement issues. Other staff, approximately 2.0 FTE, provide enforcement of solid waste violations, administrative duties, and illegal dump and litter cleanup.

A phone line and an e-mail address are dedicated to waste reduction issues. They are published in phone directories, on printed materials, in chamber directories, in city newsletters, and at events. It is important to the county that citizens have a local number to call to find answers to their questions.

In past years a countywide newsletter has been delivered to all mail recipients throughout the county (approximately 172,000) each fall and spring. Current budget constraints are forcing us to cut the production and delivery to one time in the coming plan year.

This 12-page tabloid, titled *Trash Talk*, focuses on the many aspects of the waste management hierarchy. Each issue will feature the prominent program area under consideration in the region. This publication has increased the number of pages in order to dedicate room to address the sustainability issues occurring throughout the County.

Additionally, Citizen News, the County's quarterly newsletter, may highlight solid waste and recycling programs throughout the year. Staff continually submits articles to local city and chambers of commerce newsletters and distributes press releases to local newspapers on seasonal topics. Brochures are distributed at special events such as the Clackamas County Fair, Farmer's Markets and other events.

Residential, multifamily, and commercial recycling brochures are updated and customized for the franchised collection companies, reflecting the collection methods used by the franchisee. Staff will continue to re-label recycling receptacles at multifamily complexes in an effort to provide a consistent message of the collection methods used throughout the region. New commercial and multifamily construction plans in unincorporated Clackamas County are reviewed to assure the design includes adequate space and access for servicing both garbage and recycling receptacles.

Clackamas County staff will continue supporting and promoting the Recycle@Work program. Staff participates with the local chambers of commerce as a means to share waste reduction information with the business community. At least monthly staff attends one of the weekly "greeter" events held at different businesses by the chambers in Oregon City, North Clackamas County, Sandy, Lake Oswego, West Linn and Wilsonville. Luncheons held at these chambers, as well as Canby and Molalla, are attended on occasion as an additional way to share waste reduction information and to help staff become recognized as the people to ask when a business has questions about solid waste and recycling. The Business Recycling Awards Group (BRAG) program is promoted to businesses. Helpful hints and reminders about waste reduction programs are submitted to chamber newsletters throughout the year.

A large booth at the week long County Fair in August focuses on waste reduction and recycling, and distributes Metro and county-produced information. Staff members design and staff displays throughout the year upon request. These events can include the *State of the County* forum, West Linn Old Time Fair, the Master Gardener's Plant sale, and an

Earth Day event. Displays are customized depending on the sponsoring group's focus. The following issues can be addressed at these events: waste reduction, curbside recycling, natural gardening, greener cleaners, composting and lawn care, or alternatives to using hazardous products.

ClearStreams, (containers designed for recycling cans and plastic bottles at events) are loaned for use at events such as Concerts in the Park, Farmer's Markets, Master Gardener Plant Sale, County Fair, local parades, sporting events, and more. These containers, along with more permanent roll carts, with special lids and signage, are being placed at neighborhood parks with picnic shelters and ball fields. The franchised collection companies are partners in these projects.

School education is provided by the full-time educator funded through a contract with Clackamas County and one with the Clackamas County Refuse and Recycling Association (included in the above 3.5 FTE). Classroom presentations, newsletters, the Oregon Green School program, food waste composting, natural gardening, and assistance with special events at schools are provided by this contractor. Various containers are provided by the County for classroom paper recycling and ClearStreams event recycling containers are being used in school cafeterias and on athletic fields.

II. Budget Information

a) Provide overall solid waste and recycling budget.

The FY 2009-10 Metro allocation for the County of Clackamas and the partnering cities equals \$162,217 for waste reduction grants and \$131,412 for Recycle@Work bringing the total foundation funding contribution of \$295,629. This contribution represents approximately 8.9% percent of the overall City/County solid waste and recycling budgets. If the full funding allocation for the Business Recycling Requirements become available for the County's use, \$71,513, the combination of all three sources brings the percentage to approximately 11%.

b) Provide overall Recycle at Work budget and percentage of budget supported by Metro Recycle at Work funds. List staff working on Recycle at Work, FTE, and source of funding for staff (Metro or local government).

- The County does not maintain a separate budget for incidental expenses associated with the Recycle@Work program. Only the labor portion of the program is monitored as that is the purpose of the grant funds. The following table estimates the amount to be spent on personnel in the coming year to perform the work necessary to comply with R@W/BRR.

\$246,194.00	Total Salaries	
\$133,412.00	Grant Funded	54%
\$112,782.00	County Funded	46%

- The table below lists all personnel contributing to the R@W/BRR program. The table above illustrates how the grant funds are used to pay for the personnel. This does not include the funds the County anticipates receiving

once the Board passes the BRR. The County decided to renew the existing contracts and retain the temporary employee anticipating these funds would be made available for the 08-09 and the 09-10 fiscal years once the Business Recycling Requirements passed. Given the current budget constraints without these funds the contracts and the temporary employee status would not have been renewed.

Program Staff	Title	RAW FTE	Salary & Benefits	Funding Source
Susan Ziolk	Program Supervisor	.01	\$ 1,140	County
Rick Winterhalter	Project Manager	.26	\$ 29,647	R@W
Sherri Dow	Sustainability Analyst	.07	\$ 7,055	County
Susan Terry	Sustainability Analyst	.14	\$ 14,110	County
Rosalynn Greene	Sustainability Analyst	.28	\$ 28,219	R@W
Shannon Martin	Sustainability Analyst	.79	\$ 79,619	R@W
Ginny Haines	Temporary	.49	\$ 24,845	R@W
Julane Potter	Contractor	.70	\$ 45,413	R@W
Liz Braman	Contractor (1/2 FTE)	.50	\$ 31,200	R@W
	Includes Carryover	Total RAW FTE =3.17	Total Salary & Benefits = \$261,248	R@W+BRR=\$237,500 County=\$23,748
	Without Carryover (2010-11)	Total RAW FTE =1.61		R@W+BRR=\$167,103

III. Annual Program Tasks

Complete the following tables listing specific efforts planned for completion during this fiscal year. Identify if the particular program or activity is primarily ongoing (O), revised (R) or new (N).

Include the Recycle at Work outreach plan in the Business section.

Status Key:

O = Ongoing (minor administrative updates and changes only).

R = Revised (major program policy or implementation adjustments).

N = New (brand new program, or substantially revised or reconstituted).

Single-family Residential (Include home composting programs)	
Tasks	Status
1. Required: Curbside recycling outreach activity for an existing program: Customer Notices The County will participate with collectors in a concerted effort to reach customers with information about the prevalent contamination issues: plastic bags, glass. The two methods will be targeted mailings through collectors billings with flyers. In known problem areas there will also be some effort to provide "leave behinds" for those customers performing adequately and those failing to follow the few simple instructions already provided through a variety of means.	N
2. Provide dedicated Waste Reduction Information phone line and general Waste Info e-mail address so citizens have a local number and e-mail to contact us. These are included in all the publications we produce, such as Trash Talk, recycling flyers, etc., and on our website (and some cities), and in phone directories.	O
3. Provide Recycling Information brochures, general and customized by franchised collection company will be updated as needed. Used for existing and new customers, distributed at community events and by request.	O
4. Provide "Incorrect Preparation Notices" as needed to franchised collection companies	O
5. Our <i>Trash Talk</i> publication has fallen victim to the current economic conditions. We will only be printing 1 issue reaching approximately 175,000 residents and business. This will most likely be mailed in the dark days of winter post holiday for the citizens reading pleasure.	R
6. The loss of one <i>Trash Talk</i> will require additional efforts to increase presence in the County's <i>Citizens News</i> (published 4 times a year) in past years we have placed articles in 2 issues. This year we will be required to place articles in each of the four publications.	N
7. Increase presence in the newsletters of the cities within the County. Content is dictated by the Cities, requiring additional staff resources to provide articles and persuade inclusion.	N
8. Waste reduction and recycling Information booth at the County Fair, approximately 150,000 attendees.	O
9. Provide Yard Debris recycling flyer for distribution by franchised collection companies to new and existing customers, available at events and by request.	O
10. Provide electronics recycling flyers, for distribution at events, public locations and by the collection companies upon request.	O
11. Promote home composting by having Metro brochures at fairs and events such as the Master Gardener Plant Sale, promoting Clackamas	O

Community College composting workshops and that Metro has compost bins available year-round by having articles in <i>Trash Talk</i> , <i>Citizens News</i> and city newsletters. We will also continue to provide information to residents calling hotline.	
12. Provide staff member to sit on the Master Recycler Advisory Board, host one class per year, and provide trainers. Support program with \$5,000.	O

Multi-family Residential	
Tasks	Status
1. Staff will continue to participate in the regional Multifamily Workgroup.	O
2. Through the Metro managed contract with CES, staff will continue to work with their employees to perform targeted outreach to multifamily communities in Clackamas County	O
3. Continue providing personal assistance to those multifamily sites requesting same or are recommended by the service provider.	O
4. Continue providing decals reflecting the correct recycling collection system. Work with franchised collection companies to re-label containers as we work with their customers.	O
5. Participate in the regional Multifamily workgroup assisting with the implementation of the regional Multifamily work plan and submit data as required.	O

Recycle at Work Outreach Strategy	
Target audience, goals, and outreach strategy	Status
Compliance strategy for Business Recycling Requirements (required)	
Goals: Notify all businesses of the new Businesses Recycling Requirements in 1-2 years	N
Outreach Strategy	
1. Meeting the obligations associated with implementing the Business Recycling Requirements in the Unincorporated County and 8 cities will be the Recycle@Work outreach strategy for the next 2 years.	N
2. Use Milwaukie outreach as "test" area for Business Recycling Requirements notification and data gathering methodology. Government letter, mailed by collectors to customers, return postcard included, personally assist those requesting services via returned card as time and budget allow.	N
3. Reach businesses in other Cities utilizing business license annual renewal. Establish timeline to provide service to each city in this plan year. Once one City has been notified and the initial responses have been addressed by staff another City will targeted.	N
4. Will seek information from collectors about all their customers, those showing no recycling equipment or only a container (presumably only	N

collecting cardboard or mixed) staff will prioritize these customers for a personal visit. This may be done prior to general letters going out per the Milwaukie model.	
5. By comparing the state data provided to us by Metro to the businesses entered in the RAWIS database, Staff will identify and target the customers that have not previously utilized our services.	N
6. Staff anticipates that multi-tenant properties will be challenging to work with since property managers are busy people and/or the garbage bill is sent to someone out of state. After targeting those with limited to no participation staff will target multi-tenant sites utilizing the new requirements as an outreach strategy tool. We will continue to showcase our success with Shorenstein Properties LLC to obtain buy-in.	O
Government Facilities (required)	O
Goals: Clackamas County and other local governments will continue to be a strong leader and noteworthy example when it comes to modeling sustainable business operations, especially in the area of recycling and waste prevention.	
Outreach Strategy	
1. Any work done in this area will be tempered by the budgetary and personnel constraints of meeting the Business Recycling Requirements. There is an ongoing effort in the County that will continue to be supported, but resources will be moving away from this effort.	O
2. Continue to educate employees on the recycling program which includes staff presentations other general outreach.	O
3. Establish a page on our Intranet (internal website) that will serve as a recycling and sustainability guide for employees. The online information will include instructions for hard-to-recycle items such as batteries and cartridges.	N
4. Coordinate a deposit container return system in the lunch rooms of the DSB and PSB buildings.	N
5. Closely monitor our garbage pick-ups and consider reducing frequency of pick-ups.	O
6. Staff will continue to participate in the Sustainability Team (S-Team), Clackamas County's green team which has representatives from all of our departments.	O
7. Explore opportunities for waste prevention through our internal S-Team's Green IT Subcommittee. Currently one of our specialists is organizing the Paper Use Reduction Pilot Project which will be used to determine the printing needs of our departments. The goal of the project is to reduce paper-use through technology and education. We will showcase the departments who have participated in the pilot to get other employees excited about waste prevention countywide.	O
8. Reduce chemicals used on county land and facilities through the S-Team's Toxics Reduction Subcommittee. One of our specialists has been leading this effort and recently came up with contract language for Clackamas County's Integrated Pest Management Plan which is used in our County Parks. This coming year we will be expanding on this effort by working with facilities, management and Water Environmental Services (WES) to get procedures approved for the Toxics Reduction Plan. Another goal is to adopt the Salmon Safe standards by eliminating	O

the toxics listed on the Urban High Risk Pesticide List from all Clackamas County facilities.	
9. Staff is working to create resources for Clackamas County employees who do event planning. For instance, we are working on a Clackamas County Green Caterer list. Till now we have been using City of Portland's however many of the companies on the list are a considerable distance from where county offices are located.	N
10. The S-Team Purchasing Subcommittee will continue to support their goal of increasing the amount of recycled content products purchased, including copy paper, while decreasing overall product use at the same time.	O
11. Permanent staff will continue to facilitate the Employee Sustainability Trainings next year. We are the first county to require that all of our employees go through a sustainability training which is based on the Natural Step Framework. To date we have facilitated trainings for 500+ employees.	O
12. Continue outreach to other government facilities to make sure they are aware of Business Recycling Requirements and are properly set-up inside and outside of their buildings. Oregon City has requested assistance. Will share our internal sustainability efforts with other cities and jurisdictions upon request or as time permits through case studies and presentations.	O
New and Large Businesses (required)	
Goals: Establish working relationship with new and large businesses.	
Outreach Strategy:	
1. Any work done in this area will be tempered by the budgetary and personnel constraints of meeting the Business Recycling Requirements. New businesses are addressed in the first strategy. Staff will continue their existing relationships with large businesses; however, seeking out businesses based on their size is not a priority. If large businesses request our services because of the BRR notification the strategies employed since the beginning of commercial recycling outreach in the County will be employed.	O
2. It is important to establish long-term relationships with large businesses because of their high number of employees and the other benefits they bring to our communities. We will continue to provide the same high-quality service that we have always offered to large employers.	O
3. Staff will work with large businesses to identify and/or confirm the contact person for Business Recycling Requirements.	O
4. For new businesses, staff will connect with every chamber at least annually to make sure they have a healthy supply of our current brochure and are still including it in their new member packets.	O
5. Contact new businesses as information is received from Metro, franchisees and other resources.	O
Target Geographical Areas	O

Goals: Use geographical and/or hauler franchise areas to inform businesses about Business Recycling Requirements.	
Outreach Strategy:	
1. See "Compliance strategy for Business Recycling Requirements" above.	N
Target Business Sectors	N
Goals: Develop strategies that are tailored for sector specific outreach.	
Outreach Strategy:	
1. See "Compliance strategy for Business Recycling Requirements"	N
2. Continue our current work with the healthcare sector while emphasizing the importance of keeping medical waste out of the recycling stream.	O

Construction & Demolition	
Tasks	Status
1. Brochures are placed in permit lobbies. These encourage waste reduction and use of green products in both new construction and remodeling jobs. These include the Metro Recycling and Salvage Planning Guide and Construction Recycling Toolkits and Green Building Hotline information.	O
2. Provide worksheet for contractors to use in planning for remodeling of commercial buildings. The worksheet allows them to list materials that could be salvaged. These worksheets are in the self-help area of the lobby for contractors to pick up.	O
3. Participate on regional Construction and Demolition workgroup	O
4. Promote Metro C&D website database through information placed in permit lobbies, articles in Trash Talk, in response to public calls.	O
5. Co-sponsor the Green Building Hotline.	O

Commercial Organics	
Tasks	Status
1. Participate in the regional Organics workgroup with the intent of finding a long term stable solution to permitted disposal location for the compostable material	O
2. Continue to promote the donation of edible food to appropriate resource centers, from caterers, restaurants, hospitals, and schools.	O
3. If requested by the business staff will work with large generators of organics using drop boxes or compactors for delivery to Metro Central.	O

School Outreach & Education	
Tasks	Status
1. Co-fund 1 FTE Recycling Educator with Clackamas County Refuse & Recycling Association. The County provides office space and support for this position. This position provides educational programs and waste reduction guidance to 147 plus schools in the County.	O
2. Delivery of the <i>Waste Watch</i> newsletter to schools at least once. The newsletter explains the programs and the assistance available, as well as the Oregon Green Schools program and waste reduction information.	O
3. Promote the Oregon Green School program and assist schools in meeting the requirements. Recognize schools that are awarded membership (currently at 25). Goal is that five schools will become Green Schools or advance to a higher level during this year.	O
4. Promote the use of the Supply Our Schools internet based program in which schools can obtain supplies from businesses which no longer need them.	O
5. Continue and expand the use of ClearStream recycling containers for the collection of plastic bottles and cans in cafeterias and at events on school grounds.	O
6. Prepare and deliver, to all schools, a packet of information including Fire Code regulations, correct preparation of recyclables, and available resources such as: speakers, curriculum, signage, and examples of recycling centers appropriate for school settings.	O

Toxicity Reduction	
Tasks	Status
1. Provide information on safe disposal of hazardous waste to businesses as needed by Recycle at Work staff.	O
2. Include information on Metro's Hazardous Waste facility and toxics reduction in <i>Trash Talk</i> .	O
3. Distribute brochures at events, public locations, and as requested by the public.	O
4. Provide materials for displays on alternatives to hazardous products and natural gardening for use at events and by Master Recyclers.	O

Other	
Tasks	Status
1. Required: Demonstrate compliance with the Regional Service Standard (including individual jurisdictions within cooperatives) All cities within the County participate in the same programs as the unincorporated County. The County Board Chair has signed an attestation to meeting the RSS. County will seek similar attestations from cities if they have not complied with the existing request from Metro. This will be completed by the end of this calendar year.	O
2. Required: Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed). The County has little control over the outcome as presented here and therefore can not state if this Task will be met with certainty. Efforts will continue to be made as stated above to encourage the behavior leading to this outcome.	O
3. Required: Participate in at least one regional waste reduction planning group. (<i>please provide details</i>) The County provides staff for all the major work groups assembled by Metro. WREAC-Eileen Stapp; Organics/C&D-Rick Winterhalter, Rosalynn Greene or Shannon Martin; BRWG-Rosalynn Greene, Shannon Martin; Multifamily-Rosalynn Greene; Policy work groups-Rick Winterhalter	O
4. Participate with Safety Town (4-6 year old level) explaining about operations of and safety around recycling and garbage trucks. This occurs at three sessions during the summer.	O
5. Participate with displays at community events: County Fair, Farmer's Markets information tables staffed by Master Recyclers. Subject matter to be determined depending on location and local interests.	O
6. Continue providing a staff person to review commercial construction plans in the Design Review phase – ensuring adequate space for and access to garbage and recycling containers is included. This is for unincorporated Clackamas County, Gladstone, and Barlow. In	O

cooperation with local franchised collectors, staff continues to encourage Planning staff in partnering cities to include these requirements in their code by sharing our Design Review video, enclosure drawings, and code language as opportunities arise.	
7. Provide programs to community schools and summer camps.	O

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Business Recycling Requirements Fact Sheet

History

For the last eight years, Metro and local governments have provided a free education and technical assistance program called Recycle at Work. Through the Recycle at Work program, Metro and local jurisdictions send recycling specialists to businesses to help them with recycling efforts. Clear progress has been made as a result of this program, but businesses still dispose of more than 100,000 tons of recyclable paper and containers annually.

Metro explored options for increasing business recycling by convening public and private work groups and through stakeholder outreach conducted from 2003 to 2006. More than 1,000 people provided advice on approaches to increase business recycling. The Metro Council, after considering the costs and benefits of potential approaches, they directed staff to develop a required business recycling program.

Between February and May 2008, Metro met with local business groups and elected officials for their input on a possible business recycling requirement. The summary of the stakeholder input is provided in the report below. The program and stakeholder feedback was presented to the Metro Policy Advisory Committee and the Solid Waste Advisory Committee between May and July 2008. Both advisory committees voted in favor of adopting the program. Metro Council formally adopted the Business Recycling Requirements in September 2008.

The new program

The new program, Business Recycling Requirements, requires local businesses to recycle all types of paper and certain containers such as plastic bottles, aluminum cans and glass. Because most businesses already recycle, this requirement simply formalizes such practices. For those businesses that do not currently recycle, the requirement asks that they recycle the same items residents already recycle at home. And to help businesses recycle, local governments will continue providing education and technical assistance through the Recycle at Work program. All local governments in the region are responsible for adopting the recycling requirements by Feb. 27, 2009.

How does a business comply?

Generally, a business or property manager would comply with the recycling requirements by doing the following:

1. Separating their paper, cardboard and containers (aluminum cans, plastic bottles and glass) for recycling.
2. Ensuring there are containers for collection of these recyclables.
3. Posting signs at collection areas, indicating which materials should be recycled.

Metro will collaborate with local governments to identify challenges and opportunities for improvement in complying with the Business Recycling Requirements, rather than focus on a penalty approach. To help businesses recycle, local governments will continue providing education and technical assistance through the Recycle at Work program.

Why should businesses be required to recycle paper and containers?

While many businesses already recycle, an estimated 14 percent recycle nothing or cardboard only. As a result, businesses dispose of more than 100,000 tons of trash that could otherwise be recycled.

Metro's business recycling requirements are expected to divert at least 80,000 tons of that material from the landfill to recycling, which would result in an estimated \$10.22 million in net environmental benefits. For example, recycling 80,000 tons of paper and containers each year will result in greenhouse gas emission reductions equivalent to not driving nearly 42,000 cars for one year.

The increase in paper recycling would also support Oregon paper mills. Currently, paper collected in the Metro region provides less than 11 percent of total paper mill needs; the rest of the paper must be shipped in from outside our region.

How will increased recycling impact businesses?

For most businesses, the program would only require employees to recycle additional items in current recycling containers. Some businesses may require additional recycling containers.

Is there assistance available to businesses?

Recycle At Work provides free education and assistance to help businesses set up or improve their recycling programs. Get help by visiting www.recycleatwork.org or call (503) 234-3000.

Are any businesses exempt from this requirement?

Metro is proposing to exempt some local governments from the business recycling requirement. The original ordinance requires local businesses to recycle the same items residents already recycle at home. A proposed amendment would exempt local jurisdictions with fewer than 25 businesses and fewer than 100 people employed by those businesses. The amendment will relieve the administrative burden of enacting an ordinance for small cities that have very few businesses. The businesses in these communities will continue to have access to commercial recycling collection services.

In accordance with Metro Code 5.10.080(c), Metro's Chief Operating Officer intends to amend Metro Solid Waste Administrative Procedures for the Business Recycling Requirement by adding the following provision:


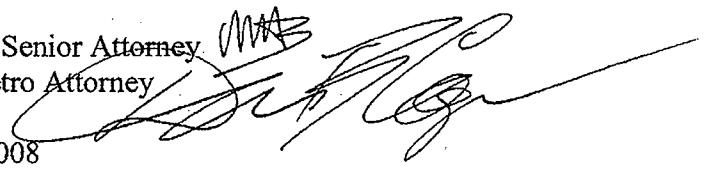
2.3.2 A local government is exempted from the Business Recycling Requirement if there are fewer than 25 businesses and fewer than 100 individuals employed by businesses within the government's jurisdiction. Business and employee counts will be determined from State of Oregon employment data. Business is defined in section 5.10.010(b) of the Metro Code.

Comments on the proposed amendment are due to Metro by 5 p.m. on Monday, October 26, 2009. They should be sent via email to Jennifer.erickson@oregonmetro.gov or by mail to Jennifer Erickson, Metro, 600 NE Grand Avenue, Portland, OR 97232.



Metro | Memo

TO: Matt Korot
Program Director, Metro Resource Conservation and Recycling

FROM: Michelle Bellia, Senior Attorney 
Dan Cooper, Metro Attorney 

DATE: November 18, 2008

RE: Metro's Authority to Implement the Waste Reduction Program

As requested by staff, this memo provides an analysis of Metro's authority to implement the Waste Reduction Program ("Reduction Program"), referenced in Chapters IV and VI of the 2008-2018 Regional Solid Waste Management Plan ("RSWMP") for distribution to local governments.

The requirements on local governments imposed by Metro Code Chapter 5.10 stem from the state law requirement that Metro prepare and implement the Reduction Program. Metro sends more than 75,000 tons of solid waste per year to a disposal site (the Columbia Ridge Landfill). As a result, Metro must prepare the Reduction Program for the region and submit it to the Oregon Department of Environmental Quality (DEQ) for approval.¹ The DEQ reviews the Reduction Program for compliance with the statutory requirements.² Metro must comply with the requirements or face the possibility of an Environmental Quality Commission (EQC) enforcement proceeding.³

As part of its review, the DEQ determines whether Metro's implementation of the Reduction Program meets the statutory criteria. Included in the implementation criteria is a requirement that the Reduction Program establish legal feasibility.⁴ To satisfy this requirement, Metro must include a copy of each ordinance or similar enforceable legal document that sets forth the elements of the Reduction Program, and that demonstrates the commitment by the local government unit to reduce the volume of waste that would otherwise be disposed of in a landfill through techniques such as waste prevention, recycling, reuse and resource recovery.⁵ Metro has satisfied this requirement by, among other things, adopting Metro Code Chapter 5.10.

¹ ORS 459.055(2)(a); see also 459A.010(6)(d) (requiring each wasteshed to develop an individualized plan to achieve recovery goals and allowing Washington, Clackamas, and Multnomah Counties, in aggregate, to meet requirement through a waste reduction program).

² ORS 459.055(5); see also OAR 340-091-0080(4) (the DEQ shall review and approve the Reduction Program).

³ ORS 459.376(2).

⁴ ORS 459.055(3)(f).

⁵ OAR 340-091-070(3)(f).

Memo to Matt Korot

Re: Metro's Authority to Implement the Waste Reduction Program

November 18, 2008

Page 2

In addition to Metro Code Chapter 5.10's mandate that local governments comply with the Reduction Program, state law also requires compliance. Specifically, local governments are prohibited from adopting any ordinance, order, regulation or contract affecting solid waste management that conflicts with a solid waste management plan or program.⁶ Once the RSWMP is adopted by the Metro Council and approved by the DEQ, any local government action that conflicts with a requirement of the Reduction Program may be subject to enforcement. This provides Metro with additional statutory authority to implement the Reduction Program by requiring local governments to take action consistent with the program.

DBC/MAB/sm

⁶ ORS 459.095(1)(No ordinance, order, regulation or contract affecting solid waste management shall be adopted by a local government unit if such ordinance, order, regulation or contract conflicts with * * * a solid waste management plan or program adopted by a metropolitan service district and approved by the Department of Environmental Quality or any ordinances or regulations adopted under such plan or program.).



Office of the Mayor

Proclamation

VETERANS APPRECIATION MONTH

WHEREAS, November 11th is traditionally set aside to honor all veterans thus it is fitting for our community to consider and honor veterans all year long; and

WHEREAS, the City of Canby particularly wishes to set aside the entire month of November for this purpose, while still encouraging the community to keep veterans in their hearts and thoughts throughout the entire year; and

WHEREAS, citizens, service groups, businesses, and veteran's groups such as the VFW, American Legion, and the Canby Vietnam Era Veteran's Memorial Committee have worked extremely hard over the past several years to plan and build a Vietnam Era Veteran's Memorial near Burgerville on Highway 99E which is intended to honor all veterans from that era, and also all who have served at any time; and

WHEREAS, this memorial is nearly complete but still lacks the statue "A Hero's Prayer" that will complete the theme of the memorial, as well as adding a fine art sculpture to the City of Canby environs; and

WHEREAS, during November the Vietnam Era Veteran's Memorial Committee will commence its final fundraising effort to raise the remaining \$90,000 needed to complete and install the statue.

NOW, THEREFORE, I, Melody Thompson, Mayor of the City of Canby, hereby proclaim the month of November as:

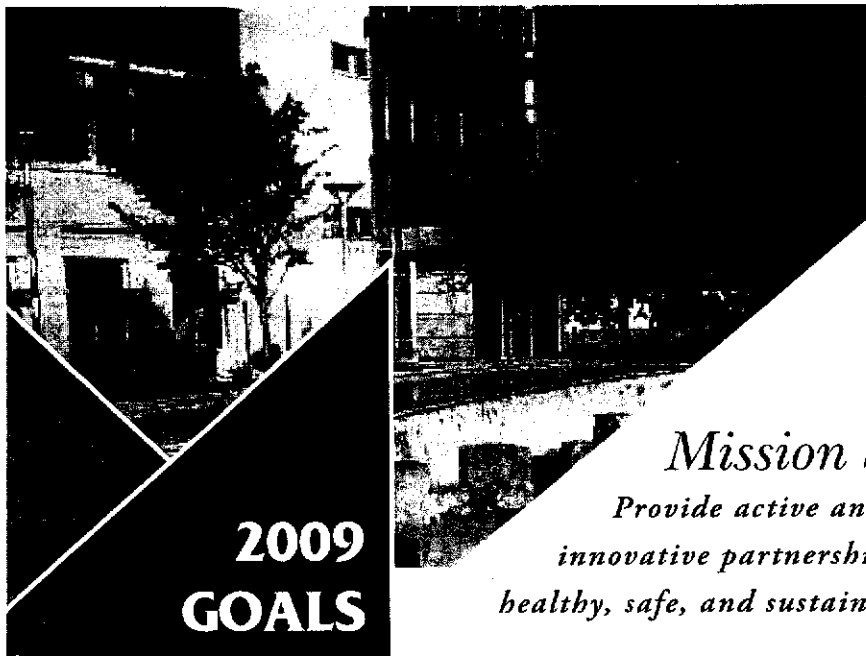
Veterans Appreciation Month in the City of Canby

and do hereby encourage all citizens to support veterans organizations, honor the veterans in their families and workplaces, and support the fundraising efforts to complete the Vietnam Era Veterans Memorial statue which shall serve as a stunning reminder not only of the Vietnam Era but also of the heroism and sacrifices of our veterans throughout the history of our country.

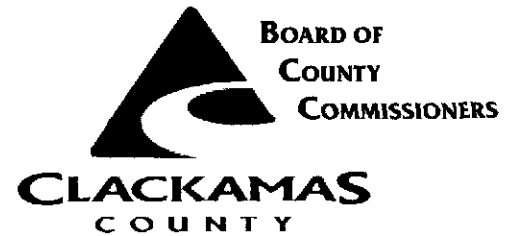
Given unto my hand this 4th day of November, 2009.

Melody Thompson
Mayor





2009 GOALS



Mission Statement:

Provide active and responsible leadership through investments, innovative partnerships, and citizen empowerment to create healthy, safe, and sustainable communities.

- **Be responsible stewards of taxpayer resources.**
- **Support and guide implementation of economic development.**
- **Adopt a consistent, coherent philosophy that establishes the appropriate long-term structure of urban-rural service delivery in Clackamas County.**
- **Move toward regionalization of wastewater systems.**
- **Upgrade transportation infrastructure to promote sustainable communities, support economic development, enhance livability, and capture emerging funding streams.**
- **Maximize effective use of County resources for vulnerable residents.**
- **Enhance the effectiveness of public safety services.**
- **Analyze and refine land use processes to respond to community needs.**
- **Maximize environmental and financial sustainability.**
- **Build partnerships to promote the County's goals by developing and implementing outreach plans.**
- **Strengthen internal working relationships to maximize performance by fostering a culture of trust, open communication, mutual respect and innovation.**
- **Initiate a 5-year Strategic Plan, incorporating the Board and Department goals, initiatives, funding, and measurable performance objectives.**

These goals and priorities represent current time-sensitive areas of emphasis to the Board.
This is not a complete list of projects the Board and County staff are working on.

Fall 2009 Progress Report / Accomplishments

Be responsible stewards of taxpayer resources / strengthening internal relationships

- Implementing the alternate work week, where most county employees work four 10-hour days. This has saved almost \$500,000 in energy, fuel, and overtime costs and provides improved citizen access to county services. Over 75% employee and public satisfaction.
- Shifted our resources where they are most needed and recognized the need to provide solutions to the customers of development services.
- The federal government is distributing millions of federal stimulus dollars to state and local governments. The money is there-- Clackamas County is seeking its share of the funds.

Support and guide implementation of economic development

- The County has been allocated over \$15 million in stimulus funds for transportation, energy efficiency, public safety, and human services projects which are expected to create or save at least 200 jobs.
- Seeking an additional \$50 million in funds to support energy efficiency, renewable energy, active transportation, sewers, housing, broadband, and other projects.
- Partnered with Greenlight Greater Portland for the Jobs Grow Here program, designed to support businesses and nurture their growth. 15 Clackamas County companies have participated.

Move towards regionalization of wastewater systems

- Progress has been made in gaining long term commitment from our regional partners to help us serve the best interests of all our stakeholders in this critical countywide discussion.

Upgrade transportation infrastructure

- The Oregon legislature approved \$120 million dollars to support road improvements in Clackamas County, including the key intersection of I-205 and Highway 212/224. An additional \$40 million from the federal transportation reauthorization bill has been requested.
- The Federal Transit Administration has approved TriMet's Preliminary Engineering for the Portland to Milwaukie Light Rail Project. The 7.3 mile MAX line between PSU and Oak Grove will create up to 12,300 jobs and generate up to \$490 million in personal earnings between now and the beginning of light rail service in 2015. Construction could begin in 2011.

Resources for vulnerable residents

- Midway in the process looking at ways to redesign the county's service delivery system for behavioral health to find efficiencies and to improve services to our most vulnerable populations.

Enhance effectiveness of public safety services

- Remodeling Sunnybrook Service Center to create a central location for the Sheriff's office.

Analyze and refine land use processes to respond to community needs / building partnerships through outreach plans

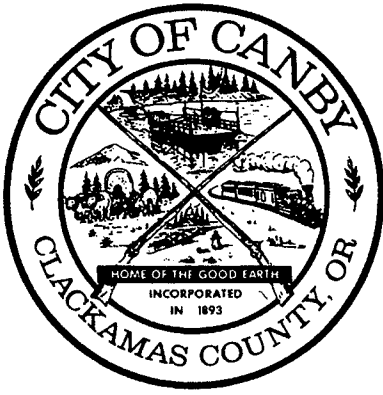
- Worked with the Reserves Project Advisory Committee to develop recommendations on the urban and rural reserve areas that have been forwarded to the Metro Reserves Committee.
- Developing an Agricultural Investment Plan
- McLoughlin Area Planning advisory committee has been working to develop recommendations for their neighborhood

Maximize environmental and financial sustainability

- The County is pursuing developing the Rural Renewable Energy Development Zone, which provides a 3 to 5 year property tax incentive for renewable energy businesses outside Metro's Urban Growth Boundary.
- Developing a Strategic Investment Zone, which provides a 15 year property tax incentive for large capital investments in defined geographic "zones" in the County. Both of these are property tax abatement programs that encourage high wage job creation and capital investment.
- Working with partners to design the Clackamas Energy Fund (CLEF). The CLEF program would finance energy efficiency retrofits to existing public, commercial, and residential buildings, allowing owners to repay the costs of completing the retrofits with the proceeds of reduced energy and operating costs, rather than requiring an up-front capital investment.

Initiate a 5-year strategic plan

- BCC recently discussed next steps in moving 5-year strategic plan forward



City of Canby

Office of the City Attorney

October 28, 2009

Memo to: Mayor/City Council

From: John H. Kelley, City Attorney

Re: Resolution No. 1049 – Amendment to IGA with School District re Construction Excise Tax (CET) collection by the City.

Since January of 2008, the City of Canby has been collecting the CET on behalf of and remitting to the Canby School District pursuant to an IGA. Under the current IGA, the city is paid 1% of the tax collected as an administrative fee to reimburse it for costs associated with collecting. The administrative fee was limited to 1% by the law established in 2007.

In this past Legislative session, that fee was increased to 4%, I presume as a result of complaints by local governments that it cost them more than 1% to collect.

I met with Jeff Rose and David Moore of the School District to propose an amendment to the IGA increasing the amount the City is reimbursed from the current 1% to 4%. The School District wishes the City to continue to collect the CET, so it agreed with the proposed Amendment and therefore, you have before you a Resolution adopting the amended IGA and change in fee.

A motion to approve Resolution No. 1049 would be appropriate.

RESOLUTION NO. 1049

A RESOLUTION ADOPTING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF CANBY (CITY) AND CANBY SCHOOL DISTRICT NO. 86 (DISTRICT) FOR THE PURPOSE OF COLLECTING A CONSTRUCTION EXCISE TAX (CET) ON BEHALF OF THE DISTRICT FOR NEW CONSTRUCTION IN THE CITY OF CANBY.

WHEREAS, the District and the City entered into an IGA dated December 20, 2007 with regard to the collection and distribution of construction excise taxes due to the District under ORS 320.170-320.189; and

WHEREAS, the 2009 Oregon Legislative Assembly passed enrolled House Bill 2014 relating to school construction taxes, creating new provisions and amending other provisions on May 1, 2009; and

WHEREAS, pursuant to Section 3, (2) (c) of HB 2014, the Legislature authorized an increase of the administrative fee that the City can charge the District for its costs in collecting the tax from 1% to 4% of the taxes collected on the District's behalf, now therefore

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

1. That the attached Amended IGA, marked as Exhibit "A" and by this reference incorporated here, by and between the District and the City is hereby adopted. The Mayor is authorized to sign the Amendment on behalf of the City.
2. This resolution shall take effect on November 4, 2009.

ADOPTED this 4th day of November, 2009, by the Canby City Council.

Melody Thompson
Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder

**AMENDMENT TO
CONSTRUCTION EXCISE TAX
INTERGOVERNMENTAL AGREEMENT**

THIS AMENDMENT to the Construction Excise Tax Intergovernmental Agreement (IGA) is effective as of the 22 day of October, 2009, by and between the CITY OF CANBY, hereinafter referred to as "City", and Canby School District No. 86, hereinafter referred to as "District", and collectively referred to herein as the "Parties".

WITNESSETH THAT:

WHEREAS, District and City entered into an IGA dated December 20, 2007 with regard to the collection and distribution of construction excise taxes due to the District under ORS 320.170-320.189; and

WHEREAS, the 2009 Oregon Legislative Assembly passed enrolled House Bill (HB) 2014 relating to school construction taxes, creating new provisions and amending other provisions on May 1, 2009; and

WHEREAS, pursuant to Section 3, (2) (c) of HB 2014 the Legislature authorized an increase of the administrative fee that the City can charge the District for its costs in collecting the tax from 1% currently to 4% of the taxes collected on the District's behalf; and

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

The IGA between the parties dated December 20, 2007 shall be amended as follows:

Paragraph 5 entitled *Remittance* is amended to read:

"Following the effective date of this Amendment, City shall pay the District 96% of the CET collected by the City. City shall make CET payments quarterly and no later than thirty (30) days after the end of each quarter".

Paragraph 8 entitled *Administrative Fee* is amended to read:

"As full consideration for the above described services, the City shall be entitled to 4% of the CET collected by the City".

All other terms and conditions of the original IGA shall remain in full force and effect.

Amendment to Construction Excise Tax IGA

Dated this 22 day of October, 2009.

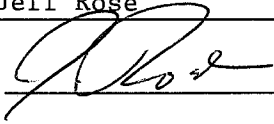
Dated this ____ day _____, 2009

Canby School District No 86

City of Canby

Jeff Rose

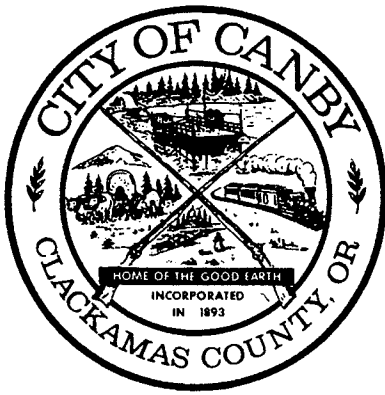
By:



Its: Superintendent

By:

Its:



City of Canby

Office of the City Attorney

October 28, 2009

Memo to: Mayor/City Council

From: John H. Kelley, City Attorney 

Re: Ordinance No. 1319 – Business Recycling Requirements (BRR) of the Regional Solid Waste Management Plan

I have prepared Ordinance No. 1319 which amends Canby Code chapter 8.04 to add requirements for local businesses to source separate certain solid waste materials such as paper, cardboard, glass and plastic bottles and jars and metal cans for reuse and recycling. We will be discussing this first at a workshop session to allow public question and/or comment, and if nothing unexpected occurs at the work session, then you will have the Ordinance on the regular meeting Agenda to follow.

I have included some documentation to help explain the role the City will play with regard to Metro and Clackamas County. Metro has the overall responsibility for the development of a Regional Solid Waste Management Plan (Plan) for all cities and counties within the Waste Shed for our area. That Waste Shed includes Multnomah, Washington and Clackamas Counties. Although Canby is not under the jurisdiction of Metro generally, it is for this particular issue, (pursuant to ORS Chapter 459 and 459A).

The first document in the packet is the cover letter to Amanda from Rick Winterhalter of Clackamas County. He is proposing that we enter into a Letter of Understanding with the County (also enclosed) to provide the outreach and education component of the BRR. Eventually, the County will provide the enforcement component, as well. The costs for their help will be paid in part from money allocated to us from Metro to help establish a BRR program for Canby businesses. It appears we will be asked to pay for the cost of enforcement on a per occurrence basis, but at this point, the County hasn't fully worked out how the enforcement component will operate. The County emphasis for the next several months (possibly 18 months) will be on

education and encouraging voluntary compliance with local businesses.

The next document is a letter from Metro giving you some history on the program. Please read it for background.

The next document is the Metro and Local Government Work Plan. Again, provided for background.

The next document is a Fact Sheet. Very informative.

The final document is a Metro Memo regarding the legal authority of Metro to implement the Waste Reduction Program.

This workshop follows two presentations in the local community by myself, Andy Kahut of Canby Disposal and Rick Winterhalter of the County directed at local businesses. They were well attended and I didn't hear much negative comment. I don't expect much concern for the issue to surface at the workshop, but then you can never tell.

Any questions that you might have in advance of the workshop, please call me.

ORDINANCE NO. 1319

AN ORDINANCE AMENDING CANBY MUNICIPAL CODE (CMC) CHAPTER 8.04 BY REQUIRING LOCAL BUSINESSES TO SOURCE SEPARATE AND RECYCLE CERTAIN SOLID WASTE MATERIALS, ESTABLISHING GUIDELINES FOR SOURCE SEPARATING, STORING AND RECYCLING OF SOLID WASTE MATERIALS AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby supports the reduction of solid waste generated and disposed per capita through source reduction and recycling activities; and

WHEREAS, businesses annually generate almost one-half of the region's garbage and dispose of more than 100,000 tons of paper and containers each year that could otherwise be recycled; and

WHEREAS, Metro, the regional government, has adopted Ordinance No. 08-1198 which amends the Regional Solid Waste Management Plan, 2008-2018, to include a business recycling requirement; and

WHEREAS, Metro has also adopted Ordinance No. 08-1200, which amends Metro Code Chapter 5.10 by adding provisions implementing a business recycling requirement; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. Section 8.04.010 of the CMC shall be amended to add as follows:

8.04.010 Definitions

"Business" means any entity or one or more persons, corporate or otherwise, engaged in commercial, professional, charitable, political, industrial educational or other activity that is non-residential in nature, including public bodies." This Ordinance does not apply to home based businesses.

"Source-separated or Source-separate" means that the person who last uses recyclable material separates the recyclable material from other solid waste."

Section 2. 8.04 of the CMC is hereby amended by adding a new section 8.04.020 to read as follows:

8.04.020 Business Recycling Required

All businesses within the City shall comply with waste prevention, recycling and composting requirements as set forth in this Chapter.

- A. Businesses will Source-Separate all recyclable paper, cardboard, glass and plastic bottles and jars, and metal cans for reuse or recycling.
- B. Businesses will ensure the provision of recycling receptacles for internal and /or external maintenance or work areas where recyclable materials are collected, stored or both.
- C. Businesses will post accurate signs:
 - 1. Describing the location where recyclable materials are collected, stored or both;
 - 2. Identifying the materials the business must Source-Separate for reuse or recycling; and
 - 3. Providing recycling instructions.
- D. Persons and entities that own, manage or operate premises with business tenants and that provide garbage collection service to those business tenants, shall provide recycling collection systems adequate to enable the business tenants to comply with the requirements of subsections A., B. and C. of this section.

Section 3. Emergency Declared. Inasmuch as it is in the best interest of the City to begin this business recycling program as soon as possible, an emergency is hereby declared to exist and this ordinance shall take affect immediately upon final reading and enactment by the Canby City Council.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, November 4, 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 Wednesday, November 18, 2009, commencing at the hour of 7:30 P.M. in the Council Meeting Chambers at Canby City Hall in 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 18th day of November 2009, by the following vote:

YEAS _____

NAYS _____

Melody Thompson
Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder

ORDINANCE NO. 1320

AN ORDINANCE AUTHORIZING THE MAYOR AND INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CANBY EXCAVATING, INC. FOR THE KNIGHTS BRIDGE ROAD SANITARY SEWER PUMP STATION RECONSTRUCTION; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore advertised and received eight (8) bids for the Knights Bridge Road Sanitary Sewer Pump Station Reconstruction; and

WHEREAS, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on September 17, 2009; and

WHEREAS, bids were received and opened on October 8, 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:

No.	Bidder	Total Basic Bid
1.	Canby Excavating, Inc.	\$167,550.00
2.	HPS Construction	\$172,500.00
3.	Alpine Construction	\$188,970.00
4.	NW Kodiak Construction	\$193,520.00
5.	Jeff Kersey Construction, Inc.	\$199,564.00
6.	Gelco Construction Company	\$199,739.00
7.	PCR, Inc.	\$222,600.00
8.	Schneider Equipment, Inc.	\$256,885.00

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, October 21, 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 Canby Excavating, Inc.; now therefore

2nd Reading

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and/or Interim 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 Canby Excavating, Inc. for the Knights Bridge Road Sanitary Sewer Pump Station Reconstruction, for the bid amount of \$167,550.00. A copy of the contract with Canby Excavating, 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, October 21, 2009; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, November 4, 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

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 4th day of November, 2009, by the following vote:

YEAS_____

NAYS_____

Melody Thompson, Mayor

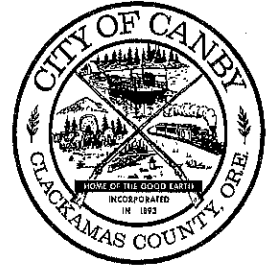
ATTEST:

Kimberly Scheafer, CMC
City Recorder

2nd Reading

MEMORANDUM

THIS HAS BEEN REVIEWED
BY THE FINANCE DIRECTOR
Mike Engle



TO: *Honorable Mayor Thompson and City Council*
FROM: *Dwayne Barnes, Director of Public Works*
DATE: *October 27, 2009*
THROUGH: *Amanda Klock, Interim City Administrator*

Issue: Ordinance 1321, Adult Center Roof Repair

Synopsis: The City Council included \$150,000 in the FY 2009/10 Budget to replace the roof at the Adult Center. Staff subsequently hired a consultant to perform a detailed inspection of the roof and design detailed project specification based on the results of the inspection. On October 26th the City received quotes from three roofing contractors of which Snyder Roofing of Tigard was the lowest bidder.

Recommendation: Staff recommends the Council adopt Ordinance 1321 authorizing the Mayor and/or Interim City Administrator to execute a contract with Snyder Roofing for the quoted amount of \$71,017.50 to install a new roof for the Adult Center Building.

Rationale: The roof and siding at the Adult Center has been a concern of both the Adult Center Board and City Council for several years. To address the concern, the Council included \$150,000 in the FY2009/10 Capital Reserve Fund Budget to replace the roof. The budgetary number was based on quotes from several local contractors to replace the roof. In July 2009, Dan Mickelsen, Public Works Lead/Facilities Maintenance, was assigned to manage the project. To be absolutely sure the roof needed to be completely replaced, Dan hired A-TECH/Northwest, Inc. to conduct an in-depth inspection of the roof, including a detailed moisture study. A-TECH is a consulting firm that specializes in providing roof consulting, moisture testing, and analysis. After the results of the study were complete Dan and A-TECH worked together designing specifications for the repair project. We were pleased to learn that only sections of the roof needed to be entirely replaced and that most of the roof only required re-sheeting, which dramatically reduced the cost of the project, and which may allow the excess funds to be used to replace the siding as well. If possible with the remaining budgeted funds and allowing for contingency, Dan would like to have a contractor replace the siding prior to the beginning of the roofing project, which cannot begin until after the second reading of Ordinance 1321 and provided the siding project can be done for under the ordinance requirement of \$50,000. If the cost of the siding project is over \$50,000 but still within budgeted funds, Staff will prepare an ordinance for the Council, otherwise the siding project will be re-evaluated during the FY10/11 budget process.

ORDINANCE NO. 1321

AN ORDINANCE AUTHORIZING THE MAYOR AND INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH SNYDER ROOFING OF TIGARD, OREGON FOR THE INSTALLATION OF A NEW ROOF FOR THE CANBY ADULT CENTER BUILDING; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore advertised and received three (3) quotes for the installation of a new roof on the Canby Adult Center building; and

WHEREAS, quotes were received and opened on October 26, 2009 at 2:00 pm in the Planning Department Conference Room and the quotes were read aloud:

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

No.	Bidder	Total Basic Bid
1.	Snyder Roofing	\$ 71,017.50
2.	McGilchrist & Sons Roofing	\$ 80,988.90
3.	McDonald & Wetle, Inc.	\$ 87,747.76

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, November 4, 2009, and considered the quotes and reports and recommendations of the City staff, including the staff recommendation that the low responsive quote be selected; and

WHEREAS, the Canby City Council determined that the low responsive quote was that of Snyder Roofing of Tigard, Oregon; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and/or Interim 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 Snyder Roofing of Tigard, Oregon for the installation of a new roof for the Canby Adult Center, for the quoted amount of \$ 71,017.50. A copy of the contract with Snyder Roofing 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, November 4, 2009; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, November 18, 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

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 18th day of November, 2009, by the following vote:

YEAS _____

NAYS _____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 28th day of October in the year 2009.
(In words, indicate day, month and year)

BETWEEN the Owner:

(Name, address and other information)

CITY OF CANBY
P. O. Box 930
Canby, OR 97013

and the Contractor:

(Name, address and other information)

SNYDER ROOFING OF OREGON, LLC
P. O. Box 23819
Tigard, OR 97281-3819

for the following Project:

(Name, location and detailed description)

Project #09032 – BUR Salvage & Re-Roof 2009
CITY OF CANBY – CANBY ADULT CENTER
1250 South Ivy Street
Canby, Oregon

The Roof Consultant:

(Name, address and other information)

A-TECH/NORTHWEST, INC.
2501 NW Gerke Rd.
Prineville, OR 97754

NOTE: Roof Consultant is not an Architectural Firm nor is it acting as such. All references to the Architect shall be deemed to refer to the Roofing Consultant, who is acting as the Owner's representative.

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

1. Commencement date shall be stipulated as of and by the formal notice of intent to proceed/award.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

**** (Not applicable)**

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Substantial Completion is required by November 27, 2009, or as agreed upon by Owner or Owner's representative due to weather, etc.

- Schedule is required via the submittal process before project start-up.
- Extension required documentation and approved agreement

Portion of Work

Substantial Completion

Substantial / Final Completion Date

November 27, 2009

Final Close-out, including required close-out paperwork

December 11, 2009

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

**** (Not applicable to these specific projects)**

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seventy-one Thousand, Seventeen dollars and 50/100's (\$71,017.50), subject to additions and deductions as provided in the Contract Documents.

1. Contract sum includes Performance / Payment Bonds.
2. Contract sum includes 10-year Manufacturer's NDL Warranty

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit
Quote #1 – Base Bid <i>(Built-up Roof System)</i>	1	\$ 69,125.00
Additional work as approved by specified/defined Change Order process shall be cost plus as follows:*		
1. Additional work – labor billed at quoted rate <i>(no mark-up)</i> .	per/hour	\$ 64.00
2. Additional work – materials billed at actual documented cost plus 15% mark-up.	15%	
3. Additional work shall only be approved via Change Order.		
Additional cost for sub-contractor mark-up <i>(as required on tasks outside contract)</i> at 10% on approved work.	10%	
1. Work must be approved via defined Change Order procedures.*		
Cost of Performance/Payment Bonds. <i>(Required for this project)</i>	2%	\$ 1,392.50
Cost of Manufacturer's 10-year NDL Warranty. <i>(Exercised by Owner for this project.)</i>	1	\$ 500.00

* as defined within the Specification documents.

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Once a month billing, as submitted and approved on AIA forms, less retainage.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 31st day of the 2nd month. *(45 day cycle) If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of FIVE (5%). Pending final determination of cost to the Owner of changes in the Work, and not in dispute by Owner or Owner's representative;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of FIVE (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

(Paragraph deleted)

- .1 If Final Completion of the Work is materially delayed through no fault of the Contractor, the Owner shall, upon application by the Contractor and certification by the Roof Consultant, make payment of the balance due for that portion of the Work fully completed and accepted.
 - a. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Roof Consultant prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- .2 If the Contractor fails or refuses to complete the Work, or has unsettled claims with the Owner, any final payment to the Contractor shall be subject to deduction for such amounts as the Roof Consultant, or Owner's representative if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claims.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

**** (Not applicable)**

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract; and
- .2 a final Authorization has been issued by the Roof Consultant.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

1. Upon acceptance by Owner of all work associated within this contract and receipt of all close-out documents as noted within the Specifications.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Roof Consultant will serve as Initial Decision Maker *(for claims, disputes, or other matters in controversy arising out of or related to the Contract)*, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by mediation, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration

1. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in demand all Claims then known to that party on which arbitration is permitted to be demanded.
2. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Appendix A attached.

§ 7.2 The Work may be suspended by the Owner as provided in Appendix A attached.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

**** (No late payment penalty/interest is applicable to this project.)**

§ 8.3 The Owner's Roof Consultant:
(Name, address and other information)

A-TECH/NORTHWEST, INC.
2501 NW Gerke Rd.
Prineville, OR 97754
503-628-2882
503-266-2428 *(fax)*

§ 8.4 The Contractor's representative:
(Name, address and other information)

SNYDER ROOFING OF OREGON, LLC
P. O. Box 23819
Tigard, OR 97281-3819
503-620-5252
503-684-3310 *(fax)*

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

1. Contractor is responsible for obtaining/purchasing any and all permits required for this project at no additional cost to Owner *(refer to Bid documents for further info).*

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.
(Not Applicable - See 9.1.3 below)

§ 9.1.3 The General, Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
CITY OF CANBY – CANBY ADULT CENTER	Built-up Roof System Re-roof Specification Project # 09032	September 15, 2009	119 pgs.
ADDENDUM #1	Pre-Bid Meeting Report	October 20, 2009	3 pgs.
CITY OF CANBY – CANBY ADULT CENTER	Roof Moisture Study	August 19, 2009	35 pgs.

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit:

City of Canby – Canby Adult Center Built-up Roof System Re-Roof (Roofs A, B, C, D & E); Project #09032

(Table deleted)

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit: Roof Moisture Study Contour Maps, dated 8/19/09; 2 pgs.

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
ADDENDUM #1	October 20, 2009	3 pgs.

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Supplemental AIA Document:

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

a. BID FORM – Snyder Roofing of Oregon, LLC (Submitted separately)

b. APPENDIX A – Termination or Suspension of the Contract (Attachment to contract)

ARTICLE 10 INSURANCE AND BONDS


The Contractor shall purchase and maintain insurance and provide bonds as set forth in Specification document.


Type of insurance or bond	Limit of liability or bond amount
Performance / Payment Bonds	100% of Contract Sum

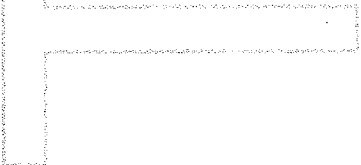
This Agreement entered into as of the day and year first written above.

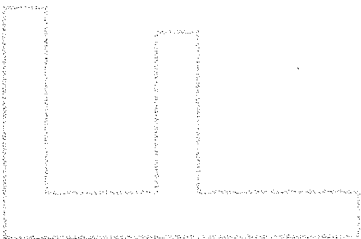
CITY OF CANBY

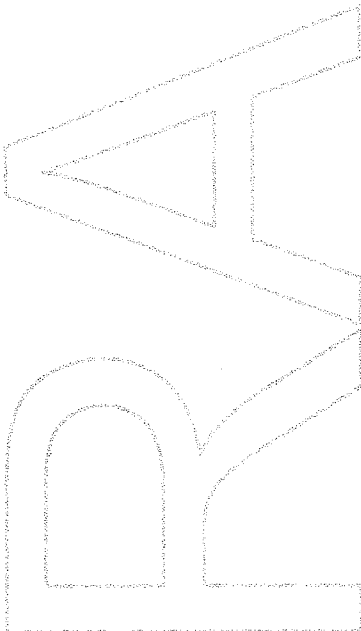
SNYDER ROOFING OF OREGON, LLC

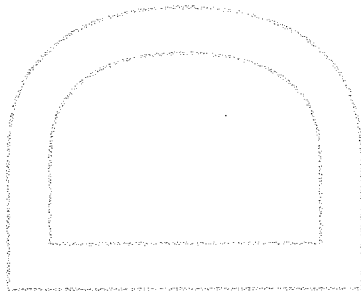
OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)









APPENDIX "A"

TERMINATION OR SUSPENSION OF THE CONTRACT

TERMINATION BY THE OWNER:

- 7.1.1** OWNER shall have the immediate right, without prejudice to any other right or remedy, to terminate Contractor's employment under the Contract if any of the following shall occur:
- a. if Contractor shall become bankrupt or insolvent or if Contractor's affairs are placed in the hands of a receiver, trustee, debtor-in-possession or assignee for the benefit of creditors;
 - b. if Contractor shall refuse or fail to supply enough proper supervision, skilled workers or materials to conform to the schedule for the Work;
 - c. if Contractor shall fail to make prompt payment to subcontractors or suppliers for labor, materials, or equipment;
 - d. if Contractor shall suspend all or any part of its performance, or shall fail to proceed with any work as directed by OWNER;
 - e. if Contractor shall use subcontractors without obtaining the prior approval of OWNER; or
 - f. if Contractor shall fail substantially to perform any of its obligations under the Contract Documents.
- 7.1.2** Upon such termination, OWNER shall finish the Work by whatever method it deems expedient. Contractor shall not be entitled to any further payment until the Work is finished. If the total cost to OWNER to complete the Work, including partial payments previously made to Contractor and compensation for OWNER's managerial, administrative and other costs, shall exceed the Contract Price, such excess shall be paid by Contractor, together with any other cost, loss, damage or expense suffered by OWNER.
- 7.1.3** Should conditions arise which, in OWNER's opinion, make it advisable or necessary to discontinue work under the Contract Documents, OWNER may terminate the Contract in whole or in part by giving three days written notice to Contractor specifying the date and the extent to which the Contract is terminated. In the event of such termination, Contractor shall, if not in default, be paid in full for the work performed to the date of termination, plus the cost of any materials or equipment specifically purchased for the Work.

TERMINATION BY THE CONTRACTOR:

- 7.1.4** The Contractor may terminate the Contract if the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
- a. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
 - b. An act of government, such as a declaration of national emergency that requires all Work to be stopped;
 - c. Because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work.
- 7.1.5** The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- 7.1.6** If one of the reasons described in Section 7.1.4 or 7.1.5 exists, the Contractor may, upon seven days' written notice to the Owner and Roof Consultant, terminate the Contract and recover from the Owner payment for Work executed (*completed/approved*) including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

SUSPENSION / RIGHT TO WITHHOLD PAYMENT BY THE OWNER:

- 7.2.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.
- 7.2.2 OWNER may withhold payments under the Contract Documents to the extent necessary to protect OWNER from loss on account of:
- a. defective or damaged work not remedied by Contractor;
 - b. claims filed, or evidence indicating the probable filing of claims, in respect of Work performed under the Contract;
 - c. failure of Contractor to make payments as required to subcontractors or material men for labor, materials or equipment;
 - d. damage caused by Contractor to another contractor, OWNER, its agents or employees, or the public;
 - e. unsatisfactory prosecution of the Work by Contractor;
 - f. reasonable doubt that the Work can be completed within the contract time; or
 - g. reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price.
- 7.2.3 OWNER shall have the right to set off any amounts which Contractor may owe to OWNER, whether arising under the Contract Documents or otherwise, against any amounts which may become payable by OWNER to Contractor under the Contract Documents or otherwise.
- 7.2.4 If Contractor shall neglect to execute any of the Work properly, fail to correct any defective Work, or fail to perform any of the requirements of the Contract Documents, OWNER may, after three (3) days written notice to Contractor, have such deficiencies made good by others, and may deduct the cost thereof from payments then or thereafter due Contractor.

- End of Appendix A -

Contractor's signature: _____

Company name: _____

BIKE AND PEDESTRIAN COMMITTEE

Meets 3rd Tuesday of each month at 7:00 PM. **(HAS NOT MET IN SEVERAL MONTHS)**

5 members, 3 year terms.

Committee Chair: Kevin Batridge
Council Liaison: Jason Padden

BUDGET COMMITTEE

Meets as needed.

City Council plus 6 members at large, 3 year terms.

Committee Chair: Walt Daniels
Staff Liaison: Sue Engels

CANBY PUBLIC LIBRARY BOARD

Meets 2nd Tuesday of each month at 5:45 PM in the City Hall Conference Room.

5 members, 4 year terms.

Committee Chair: Cathleen Whiting
Council Liaison: Jason Padden
Staff Liaison: Penny Hummel

CANBY UTILITY BOARD

Meets 2nd & 4th Tuesday of each month at 7:30 PM in the CUB Board Room.

5 members, 3 year terms.

Committee Chair: Virginia Molamphy
Council Liaison: Robert Bitter

HISTORICAL REVIEW BOARD (NOT ACTIVE – NO MEMBERS)

Meets as needed.

Committee Chair:
Staff Liaison:
Council Liaison:

PARKS AND RECREATION ADVISORY BOARD

Meets 3rd Tuesday of each month at 7:00 PM PM in the City Hall Conference Room.

7 members, 3 year terms.

Committee Chair: Ryan Oliver
Council Liaison:
Staff Liaison: Beth Saul

PLANNING COMMISSION

Meets 2nd and 4th Monday of each month at 7:00 PM in the Council Chambers.

7 members, 3 year terms.

Committee Chair: Dan Ewert

Council Liaison:

Staff Liaison: Bryan Brown

TRAFFIC SAFETY COMMISSION (NOT ACTIVE - NO MEMBERS)

7 members, 3 year terms.

Committee Chair:

Council Liaison:

Staff Liaison: Matilda Deas

TRANSIT ADVISORY COMMITTEE

Meets 2nd Wednesday of each month at 5:30 PM in the City Hall Conference Room.

7 members, 3 year terms.

Committee Chair: Clair Kuppenbender

Council Liaison: Walt Daniels

Staff Liaison: Cynthia Thompson

OTHER LIAISONS:

Canby Adult Center

Council Liaison:

Canby Historical Society/Canby Depot Museum

Council Liaison: Walt Daniels

Canby School District

Council Liaison: John Henri

Clack Co. Coordinating Committee

Council Liaison: Melody Thompson w/
John Henri as alternate

Main Street Program

Council Liaison: Robert Bitter

Rural Reserves PAC

Council Liaison: John Henri w/Melody
Thompson as alternate

Riverside Neighborhood Association

Council Liaison: Jason Padden

NE Canby Neighborhood Association

Council Liaison: John Henri

SE Canby Neighborhood Association

Council Liaison:

SW Canby Neighborhood Association

Council Liaison:

GENERAL RELEASE AND SETTLEMENT AGREEMENT

This GENERAL RELEASE AND SETTLEMENT AGREEMENT is entered into by and between Chaunee Seifried, hereinafter called "Plaintiff," and City of Canby, and all other related entities, employees, officers, councilors, agents and insurers, hereinafter called "Defendant."

RECITALS

A. Plaintiff has asserted legal claims against Defendant including, but not limited to, unpaid wages, breach of contract, and OFLA retaliation.

B. Plaintiff instituted a lawsuit in Circuit Court of the State of Oregon for the County of Clackamas, Case No. CV08100855, against Defendant.

C. Plaintiff and Defendant desire to settle and resolve all their disputes without further litigation, including, but without limitation, any and all claims raised in the lawsuit referenced at paragraph B above; and desire to resolve and terminate in a manner satisfactory to the parties, all claims of every kind, including plaintiff's claims arising out of plaintiff's employment with defendant City of Canby and the facts alleged as the basis of the action described at paragraph B above.

AGREEMENT

1. **Payment:** Defendant City of Canby, shall pay the total sum of Sixteen-Thousand Dollars and no/100ths (\$16,000), payable to Mark J. Hackett, P.C., Attorney at Law. Payment shall be due within fourteen (14) days of plaintiff's execution of this Agreement and only after the City Council has formally approved the settlement in this case.

2. **Waiver of Claims:** Plaintiff agrees to waive all claims for wages and benefits, as set forth in the lawsuit referenced at paragraph B above.

3. **Dismissal of Lawsuit:** Plaintiff agrees to dismiss the pending lawsuit, referenced at paragraph B above, with prejudice and without costs, disbursements or attorneys' fees, upon the execution of this agreement by all parties.

4. **Agreement Subject to Final Approval by Canby City Council:** The parties understand and agree that this agreement is specifically conditioned upon approval by the Canby City Council of the terms of the settlement and if the council were not to approve the settlement, it will be null and void and have no force and affect on any party to this action.

5. RELEASE OF CLAIMS - PLAINTIFF:

I, Chaunee Seifried (Plaintiff), for myself, and on behalf of my heirs, representatives, successors and assigns, hereby release, acquit, and forever discharge, Defendant and all departments, agencies, subdivisions, officers, commissioners, councilors, agents, employees, insurers or representatives, and all other related legal persons or entities not named herein, of and from any known or unknown or unforeseen actions, causes of action, causes of suits, claims, demands, liabilities, expenses, injuries, lawsuits, rights of contribution or indemnity, as well as any other statutory rights, attorneys fees, costs, damages, and appeal rights, without limitation which now exist or may ever develop which are in any way connected with or based upon Plaintiff's claims arising out of those incidents alleged in the lawsuit referenced in paragraph B above, and including any incidents arising out of Plaintiff's employment by City of Canby, and including, but not limited to, wage claims, breach of contract, OFLA retaliation, and including claims:

(A) Under state and federal statutory law such as Title VII of the Civil Rights Act of 1964, all claims under ORS Chapter 659, the Fair Labor Standards Act, the 1991 Civil Rights Act, the Equal Pay Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family Medical Leave Act, the Employee Retirement Income Security Act, the Consolidated Omnibus Reconciliation Act of 1985, state and federal racketeering acts, Executive Order 11246, all federal and state retaliation statutes, and all federal and state civil rights statutes or ordinances (including Sections 1981 and 1983) as well as any and all other federal, state or local statutes, ordinances, regulations, constitutions or executive orders; and

(B) Under any employment contract, collective or individual (express or implied, oral or written), or any other employment contracts which may otherwise have governed the employment relationship; and

(C) Under the common law, including but not limited to, claims for wrongful termination, wrongful discharge, constructive discharge, intentional, reckless or negligent infliction of emotional distress, interference with contract or economic relations, breach of the implied covenant of good faith and fair dealing and defamation.

6. RELEASE OF CLAIMS - DEFENDANT:

The City of Canby (Defendant), for itself and on behalf of its representatives, successors and assigns, hereby releases, acquits, and forever discharges, Plaintiff and all her heirs, representatives and assigns, of and from any known or unknown or unforeseen actions, causes of action, causes of suits, claims, demands, liabilities, expenses, injuries, lawsuits, as well as

attorneys fees, costs, damages, and appeal rights, without limitation which now exist or may ever develop which are in any way connected with or based upon plaintiff's claims arising out of those incidents alleged in the lawsuit referenced in paragraph B above, and including any incidents arising out of plaintiff's employment by City of Canby, up to the effective date of this agreement.

7. **Taxation:** Defendant shall not make tax withholdings on the payments set forth in paragraph 1 above. Plaintiff understands and agrees that, in the event that all or any part thereof is determined by a government tax agency or a court of law to be taxable, Plaintiff shall indemnify Defendant and hold Defendant harmless and shall be solely responsible for any applicable taxes.

8. **Complete Agreement:** This Agreement constitutes the complete and entire understanding of the parties. There are no other representations, agreements or understandings, oral or written, among the parties relating to the subject of this Agreement.

9. **No Admissions:** This Agreement is a compromise of disputed claims, and no part of it may be considered as a precedent for any purpose or as an admission of liability or fault whatsoever, in whole or part, by either party.

10. **Provisions for Breach:** In any legal action regarding a breach of this Agreement, the parties agree that the prevailing party will be entitled to reasonable costs and attorney fees as determined by the Court.

11. **Choice of Law:** This Agreement is subject to Oregon law.

PLAINTIFF AND DEFENDANT AGREE AND ACKNOWLEDGE THAT THIS IS THE ENTIRE AGREEMENT BETWEEN THEM, THAT PLAINTIFF HAS HAD AN OPPORTUNITY TO CONSULT WITH HER LEGAL COUNSEL CONCERNING THE TERMS OF THIS AGREEMENT, AND THAT PLAINTIFF HAS READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT.

IN WITNESS of this Agreement, the parties hereby sign below.

Chaunee Seifried

Date: _____

CITY OF CANBY

By: _____

Date: _____