

AGENDA

CANBY CITY COUNCIL MEETING

January 16, 2008, 7:30 P.M.

Council Chambers

155 NW 2nd Avenue

Mayor Melody Thompson

Council President Walt Daniels

Councilor Teresa Blackwell

Councilor Paul Carlson

Councilor Randy Carson

Councilor Tony Helbling

Councilor Wayne Oliver

CITY COUNCIL MEETING

1. CALL TO ORDER

- A. Pledge of Allegiance and Moment of Silence
- B. Award of Appreciation to John Williams

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 January 2, 2008 City Council Regular Meeting

7. RESOLUTIONS & ORDINANCES

- A. Ord. 1262, Amending the Canby Municipal Code by Adding a New Chapter 3.30, "Street Maintenance Program," and Requiring Payment of a Street Maintenance Fee
(2nd Reading) Pg. 1
- B. Ord. 1264, Authorizing Contract with Curran-McLeod, Inc. for Engineering Services on the Reconstruction of Approximately 2,500 Lineal Feet of Knights Bridge Road
(2nd Reading) Pg. 12
- C. Ord. 1265, Authorizing Contract with Parker Northwest Paving Co. for Construction of Sequoia Parkway Stages 5 & 6 and Township Rd. Street Improvements (2nd Reading) Pg. 29
- D. Ord. 1266, Authorizing Contract with Canby Sand & Gravel/South County Asphalt for Supplying Rock Product (2nd Reading) Pg. 37

- E. Ord. 1268, Authorizing Contract with Canby Sand & Gravel/South County Asphalt for Supplying Hot Mix Asphaltic Concrete Materials (**2nd Reading**) Pg. 42
- F. Ord. 1269, Ratifying Contract with Peterson Equipment Services LLC for the Purchase of a Mixing Screw Conveyor for the Wastewater Treatment Facility (**2nd Reading**) Pg. 47
- G. Ord. 1270, Authorizing Contract with Group Mackenzie, Inc. for Architectural Services Relating to the New Police and Court Facility for the City of Canby Pg. 54

8. NEW BUSINESS

- A. Update on Park Planning

9. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

10. CITIZEN INPUT

11. ACTION REVIEW

12. EXECUTIVE SESSION: ORS 192.660(2)(h) Pending Litigation

13. ADJOURN

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

ORDINANCE NO. 1262

AN ORDINANCE AMENDING THE CANBY MUNICIPAL CODE BY ADDING A NEW CHAPTER 3.30, "STREET MAINTENANCE PROGRAM," AND REQUIRING PAYMENT OF A STREET MAINTENANCE FEE.

WHEREAS, revenues from existing sources, including the State Motor Fuel Tax and the City's Construction Excise Tax, are not adequate to maintain the City of Canby's street system; and

WHEREAS, the condition of the City of Canby's street system has been declining each year as demonstrated by detailed inventories performed in 2000, 2002, and 2005; and

WHEREAS, poorly maintained streets create a variety of problems including increased wear on vehicles and increased safety hazards; and

WHEREAS, regular maintenance of streets is cost-effective for the City and for citizens because deteriorated streets are expensive to repair and maintain and cause increased wear on vehicles; and

WHEREAS, a well-maintained street system provides for increased safety, supports property value appreciation, prolongs the life of public and private vehicles, and contributes to a more attractive community; and

WHEREAS, the City of Canby has prepared a Street Maintenance Program, attached as Exhibit A, working with a citizen Task Force and professional consultants, to address these issues; and

WHEREAS, additional funding is required in order to fund increased maintenance of the City of Canby's street system; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The City of Canby's Municipal Code is amended by adding a new Chapter 3.30, "Street Maintenance Program," to read as shown in the attached Exhibit A.

Section 2. This ordinance shall take effect 30 days after passage. The fee imposed by Section 1 shall commence July 1, 2008.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, January 2, 2008; ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on Wednesday, January 16,

2008, commencing at the hour of 7:30 pm at the Council Meeting Chambers at the Canby City Hall,
155 NW 2nd Avenue, Canby, Oregon.

Kimberly Scheafer, CMC
City Recorder Pro-Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof
on the 16th day of January, 2008, by the following vote:

YEAS _____

NAYS _____

Melody Thompson
Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder Pro-Tem

Chapter 3.30

STREET MAINTENANCE PROGRAM

Sections:

- 3.30.010 Definitions
- 3.30.020 Administrative Officers
- 3.30.030 Dedication of Revenues
- 3.30.040 Annual Street Maintenance Program Report
- 3.30.050 Street Maintenance Fee
- 3.30.060 Determination of Street Maintenance Fee
- 3.30.070 Administration of Street Maintenance Fee
- 3.30.080 Waiver of Street Maintenance Fee in Case of Vacancy
- 3.30.090 Street Maintenance Fee Appeal Procedure
- 3.30.100 Exceptions to Street Maintenance Fee
- 3.30.110 Severability

3.30.010 Definitions

As used in this Chapter, unless the context requires otherwise:

(A) "Community Development Director." The City of Canby Community Development Director or the Director's designee.

(B) "Developed Property." A parcel or portion of real property on which an improvement exists or has been constructed. Improvement on developed property includes, but is not limited to buildings, parking lots, landscaping and outside storage.

(C) "Dwelling Unit." One or more rooms designed for occupancy by one family and not having more than one cooking facility.

(D) "Gross Square Footage." The area of all structures, located on a developed property, measured along the exterior walls of the structures, and including but not limited to enclosed courtyards and stairwells, but not including fences and parking areas which are not enclosed within a building.

(E) "Multi-unit Residential Property." Residential property consisting of two or more dwelling units. For the purposes of this ordinance, condominiums, attached single-family residences, and individual mobile home units are also classified as multi-unit residential properties.

(F) "Non-Residential Property." Any property that is not residential property.

(G) "Residential Property." A property that is primarily for personal, domestic accommodation, including single single-family, multi-unit residential property and group homes, but not including hotels and motels.

(H) "Responsible Party." The person or persons who by occupancy or contractual arrangement are responsible to pay for utility and other services provided to an occupied unit. Unless another party has agreed in writing to pay and a copy of the writing is filed with the City, the person(s) paying the sewer bill for an occupied unit shall be deemed the responsible party as to that occupied unit. For any occupied unit not otherwise required to pay a sewer bill, "responsible party" shall mean the person or persons legally entitled to occupancy of the occupied unit, unless another responsible party has agreed in writing to pay and a copy of the writing is filed with the City. Any person who has agreed in writing to pay is considered the responsible person if a copy of the writing is filed with the City.

(I) "Single Family Residential." Residential property that has only detached dwelling units.

(J) "Street." A public street or right-of-way within the City of Canby that is under the jurisdiction or control of the City. For purposes of this ordinance, county, state, and federal roads are excluded.

(K) "Street Maintenance Program." Program established by this chapter to maintain, repair and reconstruct City of Canby streets. Activities include the administration and collection of the Street Maintenance Fee; preventive maintenance, rehabilitation and reconstruction projects; design and inspection of such projects; street condition monitoring and assessment, including inspection of street repairs; and staff training and consultant services in support of the above activities.

(L) "Trip Generation." The average number of vehicle trips, as determined by reference to the Manual entitled, Trip Generation, published by the Institute of Transportation Engineers (ITE) ("ITE Manual"), 7th edition.

(M) "Use Category or Category of Use." The Code number and resulting trip generation estimate determined with reference to the ITE Manual, and applicable to a particular developed property.

3.30.020 Administrative Officers

(A) Except as provided below, the Community Development Director shall be responsible for the administration of this ordinance.

(B) The Community Development Director shall annually develop and update a five-year Street Maintenance Program project schedule. This schedule

shall be properly integrated into the City's Capital Improvement Program, to ensure that it is coordinated with other City capital projects and projects of other agencies.

(C) The Community Development Director shall provide an annual report on the Street Maintenance Program to the City Council and Budget Committee.

(D) The Community Development Director shall be responsible for implementation and enforcement of steps to minimize utility cut damage to streets.

(E) The Finance Director shall be responsible for the administration and collection of fees under this ordinance.

3.30.030 Dedication of Revenues

(A) All funds and all proceeds from funds collected pursuant to this chapter shall be used for the Street Maintenance Program.

3.30.040 Annual Street Maintenance Program Report

(A) Each year the Community Development Director shall prepare and present to the Budget Committee and City Council the "Annual Street Maintenance Program Report." This document is a public record.

(B) The report shall include a narrative description of the overall condition of the street network, the findings of any new condition assessments, a detailed project schedule for the upcoming year, an updated 5-year project schedule, the project selection criteria employed, and a report on the previous year projects, workload impacts, and overall program progress. The report shall include revenues received relative to revenue projections, project cost inflation trends, and any other new developments that impact the adequacy of the program funds to meet program goals.

3.30.050 Street Maintenance Fee

(A) A Street Maintenance Fee is imposed and levied upon the responsible party for all developed property within the City. The fee shall be based on the direct and indirect use of or benefit derived from the use of public streets generated by the developed property, to be calculated as described in Section 3.30.060.

(B) The Street Maintenance Fee is also imposed and levied on the property owner of the developed property in the event of non-payment by the responsible party.

3.30.060 Determination of Street Maintenance Fee

(A) Residential Fees.

1. Detached Single Family Residences shall be charged \$5.00 per month. ITE Code 210.
2. Multi-Family Residences, except for Senior Housing, mobile home parks, and Congregate Care, shall be charged \$3.34 per month for each dwelling unit. ITE Codes 220, 221, 222, 223, 224, 230, 231, 232, 233.
3. Detached Senior Housing and mobile home parks will be charged \$2.09 per month for each dwelling unit. ITE Codes 240, 250, 251.
4. Attached Senior Housing and Congregate Care facilities will be charged \$1.04 per month for each dwelling unit. ITE Codes 252, 253, 254.

(B) Non-residential fees.

1. Category Assignment. Each Non-Residential Developed Property in the City shall be assigned to a Category of Use according to the land use type listed in sub-section C.
2. Upon request of the customer, the Community Development Director shall review the Category of Use assignment. The Community Development Director shall consider evidence provided by the customer that relates to the actual trip generation patterns of the property in question. The determination of Category of Use shall not be considered a land use decision as that term is defined in ORS 197.015.
3. Fee calculation. The Street Maintenance Fee shall be calculated by multiplying the number of Units (listed in subsection C) by the trip rate per unit for that assigned Category of Use and then by the monthly per trip charge of \$0.522 to establish the monthly fee to be billed.
4. Fee minimum. The minimum monthly Street Maintenance Fee for non-residential accounts shall be \$5.00.

(C) Category of Use.

1. Category 0 shall be estimated at 1.00 trip per Unit. Land Uses include city park, state park, waterslide park, movie theater, military base, wholesale market, furniture store, general heavy industrial,

mini-warehouse, high cube warehouse, utilities. ITE Codes 411, 413, 414, 444, 501, 860, 890, 120, 151, 152.

2. Category 1 shall be estimated at 2 trips per Unit. Land Uses include county park, nursing home, discount club, light rail transit station w/ parking, all suite hotel, business hotel. ITE Codes 93, 311, 312, 412, 620, 861.
3. Category 2 shall be estimated at 4 trips per Unit. Land Uses include general aviation airport, general light industrial, industrial park, manufacturing, warehouses, hotel, motel, resort hotel, regional park, golf course, prison, general office, corporate headquarters, single tenant office, office park, research center, auto care center, self-service car wash, tire store, wholesale tire store, supermarket, discount supermarket, and toy/children's superstore. ITE Codes 22, 110, 130, 140, 150, 310, 320, 330, 417, 430, 571, 710, 714, 715, 750, 760, 840, 947, 848, 849, 850, 854 and 864.
4. Category 3 shall be estimated at 8 trips per Unit. Land Uses include water port/marine terminal, truck terminals, casino/video lottery establishment, tennis club, racquet club, elementary school, middle/junior high school, high school, church, hospital, business park, building materials/lumber, specialty retail center, nursery-retail (garden center), nursery-wholesale, shopping center, factory outlet center, quality restaurant, quick lubrication, auto parts sales, gasoline/service station, gasoline/service station w/convenience market, gasoline/service station w/convenience market and car wash, convenience market (16 hr), home improvement superstore, and video rental. ITE Codes 10, 30, 473, 491, 492, 520, 522, 530, 560, 610, 770, 812, 814, 817, 818, 820, 823, 931, 837, 843, 944, 945, 946, 852, 862 and 896.
5. Category 4 shall be estimated at 16 trips per Unit. Land Uses include beach park, marina, junior/community college, day care center/preschool, library, clinic, medical-dental office building, free-standing discount superstore, free-standing discount store, hardware/paint stores, high turnover sit-down restaurant, fast food restaurant w/drive through, new car sales, convenience market (24 hr), electronics superstore, apparel store, bank/savings w/walk-in, bank savings w/drive-in, bus depot, and racquetball club. ITE Codes 415, 420, 540, 565, 590, 630, 720, 813, 815, 816, 932, 934, 841, 851, 863, 870, 911, 912.
6. Category 5 shall be estimated at 32 trips per Unit. Land Uses are fast food restaurant w/out drive-through, convenience market w/gas pump, pharmacy/drug store w/out drive through, and

pharmacy/drug store w/drive-through. ITE Codes 933, 853, 880, and 881.

7. Category 6 shall be estimated at 64 trips per Unit. Land Uses include commercial airport, truck terminal, utilities, campground/recreational vehicle, multi-purpose recreational facility, government office building, US post office, and amusement (theme) park. ITE Codes 21, 30, 170, 416, 435, 730, and 732.
8. Category 7 shall be estimated at 128 trips per Unit. Land Uses include state motor vehicles department. ITE Codes 731.
9. Category 8 shall be estimated at 256 trips per Unit. Land Uses include park and ride lot with bus service. ITE Codes 90.

(D) Units. The Unit used in calculating the Non-Residential Street Maintenance Fee shall be one (1) thousand square gross square feet of building area, with the following exceptions. The Unit for parks, golf courses, park and ride facilities with bus service, cemeteries, marinas, and multi-purpose recreational facilities shall be one (1) acre. The Unit for lodges shall be one (1) member. The Unit for hotels or motels shall be one (1) room. The Unit for self-service car washes shall be one (1) wash stall. The Unit for tennis courts or racquet clubs shall be one (1) court. The Unit for quick lubrication vehicle stops or gas stations shall be one (1) fueling or service position. The Unit for movie theaters shall be one (1) seat.

(E) Unlisted uses. In the event that a property is occupied by a use that is not expressly listed in any of the above categories, the Community Development Director shall determine which category the property should be placed in, based on similarity in expected trip generation. If no category is appropriate, the Community Development Director shall determine the trips per unit shall be based on a transportation study, the Trip Generation Manual, or any other method of determining trips. Any determination by the Community Development Director under this section may be reviewed under the procedure described in section 3.30.090, sub-section (B). The result of the review may be appealed to the City Council by filing a notice of appeal within 10 days of the date notice of the result of the review is mailed to the property owner.

3.30.070 Administration of Street Maintenance Fee

(A) The Street Maintenance Fee shall be billed and collected with and as part of the monthly sewer bill for those lots or parcels utilizing City sewer and billed and collected separately for those Developed Properties not utilizing City sewer. In the event of non-payment, the City may bill the property owner or take other action as authorized by law to collect from the responsible party.

(B) In the event funds received from City utility billings are inadequate to satisfy in full all of the sanitary sewer and Street Maintenance fees, credit shall be given first to the Street Maintenance fee and second to the sanitary sewer service charges.

(C) Notwithstanding any provision herein to the contrary, the City may institute any necessary legal proceedings to enforce the provisions of this ordinance, including, but not limited to injunctive relief and collection of charges owing. The City's enforcement rights shall be cumulative.

3.30.080 Waiver of Street Maintenance Fee in Case of Vacancy

(A) When any property within the City becomes vacant and utility services are discontinued (if applicable), a waiver of the Street Maintenance Fee may be granted by the Finance Director upon written application of the person responsible, including a signed statement, affirming under penalty of perjury that the property is vacant, and upon payment of all outstanding sanitary sewer and street maintenance charges.

(B) For purposes of this section, "vacant" shall mean that an entire building or utility billing unit has become vacant or continuously unoccupied for at least 30 days. "Vacant" shall not mean that only a portion of a property without a separate water meter has become vacant or unoccupied.

(C) Fees shall be waived in accordance with this section only while the property remains vacant. The person responsible shall notify the City within 5 days of the premises being occupied, partially occupied or used, regardless of whether utility service is restored.

3.30.090 Street Maintenance Fee Appeal Procedure

(A) Any owner who disputes any interpretation given by the City as to the Category of Use assigned to such owner's property pursuant to this ordinance may request a review and appeal such interpretation, but only in accordance with this section. The dispute must first be presented to the Community Development Director for review and thereafter may be appealed to the City Council in accordance with this section. Failure to appeal an interpretation made under this ordinance within the time and in the manner provided shall be sufficient cause to deny the relief requested. Except in cases of hardship as determined by the Council, disputes which result in changes in the Street Maintenance Fee charged under this ordinance shall become effective with the next billing cycle.

(B) A utility customer may request a review of the Category of Use assigned. The Community Development Director shall conduct the review, considering all relevant evidence presented by the customer related to their

actual trip generation patterns. Such evidence may include business records, parking lot usage, or traffic studies. The Community Development Director shall make a determination based on the evidence provided and provide notice to the customer.

(C) A customer who wishes to dispute an interpretation made by the Community Development Director as to the assigned Category of Use under this ordinance shall submit a written appeal to the City Administrator within 10 days from the date of notice of the Community Development Director's determination under subsection B of this section, together with a filing fee in the amount of \$300. The application for appeal shall specify the reasons therefore and include an engineering study prepared by a licensed professional engineer in conformance with the methodology outlined in the ITE Manual. Appeals shall be limited to the issue of whether the appropriate Category of Use has been assigned to the property.

(D) The City Administrator shall schedule the matter for City Council review and notify the appellant not less than 10 days prior to the date of such Council review. The Council shall conduct a hearing during a public meeting and determine whether there is substantial evidence in the record to support the interpretation given by the Community Development Director. The Council may continue the hearing for purposes of gathering additional information bearing on the issue. The Council shall make a tentative oral decision and shall adopt a final written decision together with appropriate findings in support. The decision of the Council with respect to the Category of Use shall be limited to whether the appellant has been assigned to the appropriate Category of Use. If the Council should determine that a different Category of Use should be assigned, it shall so order, provided no refund of prior Street Maintenance Fees shall be given. Only where the Council decision results in a change in Category of Use will the filing fee on the appeal be refunded. The Council decision shall be final.

3.30.100 Exceptions to Street Maintenance Fee

The following shall not be subject to the Street Maintenance Fee:

- (A) City of Canby public parking lots.
- (B) Publicly owned parkland, open spaces, and greenways, unless public off-street parking designed to accommodate the use of such areas is provided.
- (C) Areas encompassed by railroad and public rights-of-way, except for developed railroad property such as maintenance areas, non-rolling storage areas and areas used for the transfer of rail-transported goods to non-rail transport, which areas shall be subject to Street Maintenance Fees.

3.30.110 Severability

In the event any section, subsection, paragraph, sentence or phrase of this chapter is determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remainder of the chapter shall continue to be effective. If a court of competent jurisdiction determines that this ordinance imposes a tax or charge, which is therefore unlawful as to certain but not all affected properties, then as to those certain properties, an exception or exceptions from the imposition of the Street Maintenance Fee shall be created and the remainder of the ordinance and the fees imposed thereunder shall continue to apply to the remaining properties without interruption. Nothing contained herein shall be construed as limiting the City's authority to levy special assessments in connection with public improvements pursuant to applicable law.

ORDINANCE NO. 1264

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CURRAN-MCLEOD, INC. CONSULTING ENGINEERS FOR ENGINEERING SERVICES ON THE RECONSTRUCTION OF APPROXIMATELY 2,500 LINEAL FEET OF KNIGHTS BRIDGE ROAD.

WHEREAS, the City of Canby has heretofore advertised and received proposals for municipal engineering services, completed oral interviews and selected CURRAN-McLEOD, INC. for the City's Engineer of Record; and

WHEREAS, the City of Canby anticipates the need to reconstruct approximately 2,500 lineal feet of Knights Bridge Road from N. Baker Drive to N. Holly Street; and

WHEREAS, this project will be funded by Transportation System Development Charges and funds are available to undertake the engineering phase of the project; now therefore,

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and City Administrator are hereby authorized and directed to make, execute, and declare in the name of the CITY OF CANBY and on its behalf, an appropriate contract with CURRAN-MCLEOD, INC for engineering services in an amount not to exceed \$102,000.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, January 2, 2008; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, January 16, 2008, at the hour of 7:30 pm in the Council Chambers at 155 NW 2nd, Canby, Oregon.

Kimberly Scheafer, CMC
City Recorder Pro-Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 16th day of January, 2008, by the following vote:

YEAS _____

NAYS _____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder Pro-Tem

November 23, 2007

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS

6655 S. W. HAMPTON STREET, SUITE 210
PORTLAND, OREGON 97223

Mr. John Williams
Community Development Director
City of Canby
170 NW 2nd Avenue
Canby, OR 97013

EXHIBIT "A"

**RE: CITY OF CANBY
KNIGHTS BRIDGE ROAD RECONSTRUCTION**

Dear John:

This letter is to summarize the scope of engineering and construction services for the City of Canby Knights Bridge Road project, funded through the Transportation System Development Charge and scheduled for construction in the summer of 2008. We have reviewed the scope of work and prepared detailed estimate of design and construction engineering costs.

Our work scope includes payment of all plan review fees for water and wastewater improvements, and project advertising costs. We do not anticipate the need for any geotechnical work or other specialty subcontractors.

The scope of the proposed work will extend from N. Baker Drive to N. Grant Street, with a total length of approximately 2,500 lineal feet. The Transportation System Plan calls for Knights Bridge Road to be widened by 4 feet to 44 feet total. This expansion is very costly for the minimal benefit. Expanding the street the two additional feet on each side will require two additional feet of landscape disruption and the removal and replacement of all curbs and sidewalks, some of which were placed relatively recently by private developers as well as through various City projects.

Regardless of the width being 40 feet or 44 feet, there is adequate room for parking on one side only if we intend to provide painted bike lanes. As a result, we recommend the street width not be increased the additional 4 feet, and we have based our scope of engineering services on this recommendation.

The scope of work will include construction of all remaining 4.5 foot sidewalks on both sides of the roadway, removing and replacing the travel surface with 4 inches of AC over 12" of base rock, and striping for two 12-foot traffic lanes, two 6-foot bike lanes and an 8-foot parking on one side only.

Mr. John Williams
November 23, 2007
Page 2

No additional utility lines appear to be needed as this area is served with existing sanitary sewer and domestic water. Water and franchise utilities will most likely, however, want to make upgrades as a component of the work. The sanitary sewer pumping station will also require a substantial upgrade. This station has been problematic for years due to the grease build-up in the shallow wet well, odd configuration and difficult access. The work scope will include negotiating for an easement to set the station further off-street and install a new deeper wet well, new controls and landscaping. We do not anticipate adding an engine generator, however, the City should confirm this. A generator is a basic necessity that should be added if funding is available.

Our approach would be to either grind the existing asphalt surface and apply 6% cement to the subbase, or remove all of the existing failed AC and rock section to replace with new. This selection will be determined on the cost and efficiencies of each option. It is more difficult to restore with cement additives when the AC elevations are limited by existing curbs and where there is an abundance of existing utilities to incorporate into the work, as in this case.

A preliminary estimate of construction costs is attached and totals approximately \$835,000 including \$100,000 in contingencies.

According to the County assessors maps, the existing right-of-way on Knights Bridge Rd is 110-foot at the Molalla River, reduces to 60-foot at North Aspen Drive and remains 60-foot until North Holly Street. The existing right-of-way width is adequate to construct the sidewalks without any additional dedications or easements. We will need to secure additional area for the pumping station.

Design Phase Engineering Cost Estimate:

Research, Field Surveys	\$6,000
Base Drawings, 5 sheets	3,000
Roadway & Sidewalk Design	10,000
Pump Station Design, 3 sheets	8,000
Electrical Design	4,000
Graphics, 11 sheets	8,000
Contract Documents & specifications	5,000
Permitting, Approvals, Reproduction	<u>4,000</u>

Total Engineering Design \$48,000

Design costs will be based on a lump sum and billed as a percent complete. Construction Phase Engineering is as-needed and will be billed hourly based on our standard hourly rates.

Mr. John Williams
November 23, 2007
Page 3

Following is an estimate of all construction phase engineering costs to be used as a budget guideline:

Construction Engineering Cost Estimate:

Advertisement & Bid Procedure	\$6,000
Construction Staking	6,000
Geotechnical / Field Testing	4,000
Contract Administration	14,000
Inspection, (total 20 weeks)	20,000
As-Built & Project Closeout	<u>4,000</u>

Construction Phase Engineering **\$ 54,000**

We have enclosed a draft contract for this work for your review. If you would like any revisions or have any questions, please call.

Sincerely,

CURRAN-McLEOD, INC.



Curt J. McLeod, PE

Enclosure: Engineering Contract
Preliminary Construction Cost Estimate

cc: Mr. Dan Mickelsen
Mr. Dwayne Barnes
Mr. John Kelley, Esq.

PRELIMINARY COST ESTIMATE (October 2007)

Knights Bridge Road reconstruction

between N. Baker Drive and N. Grant Street (2,500 LF, 40-foot wide paved surface)

Item No.	Description	Quantity	Unit	Unit Price	Total
A. Site Preparation					
A.1	Mobilization	All	Lump Sum	\$23,500.00	\$23,500.00
A.2	Temporary Protection & Direction of Traffic	All	LS	10,000.00	10,000.00
A.3	Erosion Control	All	LS	3,000.00	3,000.00
A.4	Clearing & Grubbing	All	LS	5,000.00	5,000.00
A.5	Common Excavation	5,000	CY	10.00	50,000.00
A.7	Subgrade/ Trench Stabilization	100	CY	40.00	4,000.00
A.8	Sawcut Asphalt/ Concrete Pavement	1,000	LF	2.00	2,000.00
A.9	Signs Relocation	15	Each	100.00	1,500.00
Subtotal					\$99,000.00
B. Paving and Surfacing					
B.1	1"-0" Crushed Rock (12" deep)	11,100	SY	9.00	\$99,900.00
B.2	Type "C" Concrete Curb	500	LF	12.00	6,000.00
B.3	Asphalt Grinding (0"- 4" Deep)	0	SY	2.75	0.00
B.4	Rototill 6% Cement into Subbase	0	SY	4.25	0.00
B.5	6" Concrete Driveway w/ Leveling Rock & WWF or Reinforced Fiber Mesh	400	SY	45.00	18,000.00
B.6	4" Concrete Sidewalk w/ Leveling Rock	1,200	SY	35.00	42,000.00
B.7	Detectable Warning Cast-in-Place Tile (ADA Ramp)	12	Each	500.00	6,000.00
B.8	½" Dense Mix Asphalt Pavement (4" thickness)	2,500	Tons	70.00	175,000.00
B.9	Site Restoration	All	LS	15,000.00	15,000.00
B.10	Pavement Striping	All	LS	10,000.00	10,000.00
B.11	Fence Relocation or Replacement	1,000	LF	20.00	20,000.00
Subtotal					\$391,900.00
C. Storm Drainage					
C.1	12" Diameter HDPE Detention Pipe including Trench Excavation & Crushed Rock Backfill	200	LF	50.00	\$25,000.00
C.2	48" Diameter Sedimentation Manhole	3	Each	5,000.00	25,000.00
C.3	Type G-2 Catch Basins	10	Each	1,200.00	12,000.00
Subtotal					\$62,000.00

D. Sanitary Sewer					
D.1	KB Pump Station Rehabilitation	All	LS	\$150,000	\$150,000
D.2	Adjust 48" Diameter Standard Manhole to Grade	10	Each	500.00	5,000.00
Subtotal					\$155,000.00
E. Waterlines					
E.1	Adjust Water Valves to Grade	20	Each	100.00	2,000.00
Subtotal					\$2,000.00
F. Utilities					
F.1	Relocate Existing power/Light Poles	20	Each	1,500.00	\$25,000.00
Subtotal					\$25,000.00
TOTAL CONSTRUCTION COST					\$734,900.00

Construction Cost	\$735,000
Engineering Design	48,000
Engineering Construction Management	<u>54,000</u>
Subtotal Cost	\$837,000
Contingencies	<u>103,000</u>
Total Construction Cost	\$ <u>940,000</u>

**CITY OF CANBY
KNIGHTS BRIDGE ROAD RECONSTRUCTION
AGREEMENT FOR ENGINEERING SERVICES**

This Agreement is made this _____ day of _____, 20____, by and between the CITY OF CANBY, Oregon, hereafter referred to as the OWNER, and CURRAN-McLEOD, INC. Consulting Engineers, Portland, Oregon, hereafter referred to as the ENGINEER.

The OWNER intends to reconstruct Knights Bridge Road from North Baker Drive to North Grant Street including constructing new travel surface, concrete sidewalks, sanitary sewer pumping station upgrade and site restoration for approximately 2,500 feet, and for which the ENGINEER agrees to perform the various professional engineering services for the design and construction of said improvements.

WITNESSETH

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - ENGINEERING SERVICES

The ENGINEER shall furnish engineering services to accomplish the work identified above and as more specifically identified in the correspondence dated November 23, 2007, attached as Exhibit "A":

1. The ENGINEER will attend conferences with the OWNER, representatives of the State, or other interested parties as may be required for completion of the work previously described.
2. After the OWNER directs the ENGINEER to proceed, the ENGINEER will perform the necessary alignment determination, accomplish the detailed design of the projects, prepare construction Drawings, Specifications and Contract Documents, and prepare a final cost estimate based on the final design. It is also understood that if additional subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof.

Statements of probable construction costs and detailed cost estimates prepared by the ENGINEER represent his best judgement as a design professional familiar with the Construction Industry. It is recognized, however, that neither the ENGINEER nor the OWNER has any control over the cost of labor, materials or equipment, over the Contractor's method of determining bid prices, or over competitive bidding or market conditions. Accordingly the ENGINEER cannot and does not guarantee that bids will not vary from any statement of probable construction cost or other cost estimate prepared by the ENGINEER.

3. The Contract Documents furnished by the ENGINEER under Section A-2 shall include the State of Oregon Prevailing Wage Rates, and OWNER, funding agency, and state requirements as appropriate.

4. Prior to the advertisement for bids, the ENGINEER will provide for each Construction Contract, not to exceed 10 copies of detailed Drawings, Specifications, and Contract Documents for use by the OWNER, and for appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, Specifications, and Contract Documents shall be included in the basic compensation paid to the ENGINEER. The OWNER pays the cost of any permits and review fees as provided in Section F-2 of this Agreement. The ENGINEER shall advertise for construction bids one time only in the Portland Daily Journal of Commerce and one time only in a regional publication promoting minority business involvement on behalf of the OWNER.
5. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of a map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be provided by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof, unless this task is identified and included in the proposed scope of work herein..
6. The ENGINEER will furnish additional copies of the Drawings, Specifications and Contract Documents as required by prospective bidders, materials suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER three sets of the Drawings, Specifications and Contract Documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Drawings and Specifications as instruments of service are and shall remain the property of the ENGINEER whether the project for which they are made is executed or not. They are not to be used by the OWNER on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the ENGINEER.
7. The ENGINEER will require prospective contractors to file an approved Pre-qualification Form with the Oregon Department of Transportation and will require a Bid Bond not to exceed 10% in the Bidding Documents to secure the Bid.
8. The ENGINEER will attend the bid opening and tabulate the bid proposals, make an analysis of the bids, make recommendations for awarding contracts for construction.
9. The ENGINEER will assist in the Preconstruction Conference, and will review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by Contractors.
10. The ENGINEER will interpret the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the Contractor. The ENGINEER will not, however, guarantee the performance of any Contractor. Planning and design of the project and construction engineering services shall be accomplished with due diligence and in conformance with accepted industry standards of the practice of professional engineering.
11. The ENGINEER will provide general engineering review of the work of the contractors as construction progresses to assure conformance with the design concept, including completion of all geotechnical testing required to confirm compaction efforts.

12. The ENGINEER will establish baselines and grades for locating the work together with a suitable number of bench marks adjacent to the work as shown in the Contract Documents.
13. The ENGINEER, as representative of the OWNER during the construction phase, shall advise and consult with the OWNER and all of the OWNER'S instructions to the Contractor shall be issued through the ENGINEER. The ENGINEER shall have the authority to act on behalf of the OWNER to the extent provided in this Agreement.
14. Unless otherwise requested by the OWNER in writing, the ENGINEER will not provide Resident Construction Inspection. The ENGINEER'S undertaking construction inspection hereunder shall not relieve the Contractor of Contractor's obligation to perform the work in conformity with the Drawings and Specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the Contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
15. The ENGINEER will review the Contractor's applications for progress and final payment and, when approved, submit same to the OWNER for payment.
16. The ENGINEER will prepare and review necessary contract Change Orders on a timely basis for consideration of approval by the OWNER.
17. The ENGINEER and a representative of the OWNER will make an inspection of the project or project element to determine the status of completion. The ENGINEER may issue a Certificate of Substantial Completion consistent with the General Conditions of the Construction Contract Documents.
18. The ENGINEER will provide the OWNER with one set of reproducible record drawings and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the Contractor during construction, as specifically required in the Construction Contract, and reviewed by the ENGINEER, and from the ENGINEER'S construction data.
19. If State statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
20. The ENGINEER will be available for site visits to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of Statement of Substantial Completion of the facility. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of initiation of the 12 month warranty period.

SECTION B - COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for services in accordance with the following schedule:

Design Phase Engineering

(as identified in the attached letter dated November 23, 2007 marked exhibit 'A'):

Forty Eight Thousand Dollars (\$48,000)

Construction Phase Engineering:

(as identified in the attached letter dated November 23, 2007 marked exhibit 'A'):

Fifty four Thousand Dollars (\$54,000)

2. The compensation for the above Engineering Services shall be as follows:
 - a. Design Services shall include items A-1 through A-5.
 - b. Billings shall be submitted monthly by the ENGINEER for Design Services during the previous month. Payments shall be made for these billings within 30 days. Billings shall be based on percent of completion of Design Services. The ENGINEER will provide a status report with the billing as requested.
 - c. Construction Engineering Services and Construction Inspection shall include items A-6 through A-20 and shall be billed by the ENGINEER on an hourly basis. The total shall not exceed the budget figures under Article B.1 above without the express written authorization of the OWNER.
 - d. Where hourly rates are used, they shall be in accordance with the Standard Hourly Rate Schedule, attached herewith and referenced Exhibit B.
 - e. In the event of multiple construction contracts, the ENGINEER may negotiate revised figures under Article B.1.
3. The budget figures shown above shall not be exceeded except by express written authorization of the OWNER.
4. Billings for Engineering Services shall be submitted in a format consistent with the payment provisions and format of the Agreement.

SECTION C - RESIDENT CONSTRUCTION INSPECTION

If the OWNER requests the ENGINEER to provide Resident Construction Inspection, the ENGINEER will, prior to the Preconstruction Conference, submit a resume of the Resident Inspector's qualifications, anticipated duties and responsibilities for approval by the OWNER. The OWNER agrees to pay the ENGINEER for such services in accordance with the "Inspector" rate schedule set out in Exhibit B. The ENGINEER will render to OWNER for such services performed hereunder during such period, the same to be due and payable by the OWNER to the ENGINEER on or before the 10th day of the following period. A separate agreement shall be negotiated for Resident Construction Inspections Services setting out estimated hours required and maximum estimated fees and charges.

SECTION D - ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON WRITTEN AUTHORIZATION OF THE OWNER.

1. Financial feasibility or other special studies.
2. Record boundary surveys or other similar surveys, excepting surveys required to locate the construction project, or as identified in the scope of work.
3. Laboratory tests, borings, specialized geological, soil, hydraulic, or other studies recommended by the ENGINEER.
4. Record property surveys, detailed descriptions of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
5. Necessary data and filing maps for storm water discharge permits, water rights, adjudication, and litigation.
6. Redesigns not initiated by the ENGINEER after final Plans and Specifications have been approved by the OWNER, except redesigns to reduce the project cost to within the funds available.
7. Appearances before courts or boards on matters of litigation or hearings related to the project and providing services as an expert witness in connection with any public hearing, arbitration proceeding, or the proceedings of a court of record.
8. Preparation of Environmental Assessments or Environmental Impact Statement (E.I.S.).
9. Performance of detailed staking necessary for construction of the project in excess of the control staking set forth in Section A-12.
10. Preparing documents for alternate bids requested by the OWNER.
11. Providing consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing professional services of the type set forth as previously mentioned in this Agreement as may be required in connection with the replacement of such work.
12. Providing professional services made necessary by the default of the Contractor in the Construction Contract.

13. Providing construction engineering and inspection services after the construction contract time has been exceeded.

Unless identified as included in the proposed scope of work herein, payment for the services specified in this Section D shall be as agreed in writing prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER within 30 days.

SECTION E - OWNER'S RESPONSIBILITIES

1. The OWNER shall provide full information regarding his requirements for the project.
2. The OWNER shall designate, when necessary, a representative authorized to act in his behalf with respect to the project. The OWNER or his representative shall examine documents submitted by the ENGINEER and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the ENGINEER'S work.
3. The OWNER shall furnish all pertinent existing mechanical, chemical or other laboratory tests, inspections and reports as required by law or the Contract Documents, and which may impact the design.
4. The OWNER shall furnish such legal, accounting and insurance counseling services as may be necessary for the project, and such auditing services as he may require to ascertain how or for what purposes the CONTRACTOR has used the moneys paid to him under the Construction Contract.
5. If the OWNER observes or otherwise becomes aware of any fault or defect in the project or non-conformance with the Contract Documents, he shall give prompt oral notice with written confirmation thereof to the ENGINEER.
6. The OWNER shall furnish information required of him as expeditiously as necessary for the orderly progress of the work.

SECTION F - SPECIAL PROVISIONS

The following is agreed to by both parties:

1. That the OWNER reserves the right to request replacement of any Resident Inspector(s) furnished by the ENGINEER or to furnish the Resident Inspector(s) from the OWNER'S own forces, subject to the approval of the ENGINEER regarding the qualifications of the Resident Inspector(s). If the OWNER furnishes the Resident Inspector(s), the OWNER agrees that the Resident Inspector(s) will be under the direction and supervision of the ENGINEER.
2. That the OWNER shall pay for advertisement for bids, building or other permits, licenses, technical review fees, etc., as may be required by local, State or Federal authorities, and shall secure the necessary land easements and rights-of-way.
3. The ENGINEER will endeavor to assure compliance of his work with applicable State and Federal requirements.

4. That insofar as the work under this Agreement may require, the OWNER shall furnish the ENGINEER all existing maps, field survey data, grades and lines of streets, pavements, and boundaries, rights-of-way, and other surveys presently available, which will be returned upon project completion. ENGINEER will provide the OWNER a copy of survey notes establishing bench marks and location of improvements.
5. That if the engineering work covered in this Agreement has not been completed on or after the expiration of a Twelve (12) month period from the date of execution of this Agreement, the OWNER or ENGINEER may, at the option of either, on written notice, request a renegotiation of Sections B, C, and D (providing for the compensation to be paid the ENGINEER for services rendered) to allow for changes in the cost of services. Such new schedule of compensation is to apply only to work performed by the ENGINEER after delivery date of such written notice.
6. That this Agreement is to be binding on the heirs, successors and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. At least fifteen (15) days shall be allowed for such consent.
7. Attorney's fees: In the event a suit, arbitration or other legal action is required by either the OWNER or the ENGINEER to enforce any provision of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorney's fees upon litigation or upon appeal.
8. Termination
 - a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
 - b. The Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given (1) not less than ten (10) calendar days' written notice, (delivered by certified mail, return receipt requested) of intent to terminate, and (2) opportunity for consultation with the terminating party prior to termination.
 - c. If termination for default is effected by the OWNER an equitable adjustment in the price provided for in the Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

- d. Upon receipt of a termination action under paragraphs a. or b. above, the ENGINEER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER reproducible data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement whether completed or in process.
 - e. Upon termination under paragraphs a. or b. above, the OWNER may take over the work and may award another party a contract to complete the work under this Agreement.
 - f. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph c. of this clause.
9. The ENGINEER agrees to insure, hold harmless and indemnify the OWNER against all claims, damages, losses and costs, including costs of defense, arising out of the negligent performances of engineering services under this Agreement. OWNER may make claim under applicable law against ENGINEER or ENGINEER'S insurance carriers for any loss, damage or cost arising out of ENGINEER'S negligent performance of services under this Agreement.
10. The ENGINEER agrees to acquire and maintain for the duration of this Agreement, Professional Liability Insurance in the nominal amount of \$1,000,000. The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER from claims under the Worker's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees of the ENGINEER'S functions and services required under this Agreement.
11. The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
12. ENGINEER covenants that he presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of his services under this Agreement. Any interest on the part of the ENGINEER or his employees must be disclosed to the OWNER.
13. INDEPENDENT CONTRACTOR. It is agreed that ENGINEER is providing the services hereunder as an independent contractor and not as an employee of OWNER.

OWNER shall have no right to control the manner of the performance of the services, but may place restrictions on ENGINEER relating to use of OWNERS premises. As an independent contractor, ENGINEER shall not be eligible to receive benefits otherwise provided to employees of the OWNER.

14. The records and documents with respect to all matters covered by the Agreement shall be subject at all times to inspection, review or audit by the OWNER, County, Federal or State officials so authorized by law during the performance of this contract. Required records shall be retained for a period of three (3) years after termination of this Agreement
15. No member or delegate to the Congress of the United States and no Resident Commissioner or City Official shall be admitted to any share or part of this Agreement or to any benefit that may arise hereunder.
16. This CONTRACT shall be construed according to the laws of the Sate of Oregon. Any litigation between the OWNER and the ENGINEER or out of work performed under this CONTRACT shall occur, if in the state courts, in the Clackamas County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.
17. This Agreement, including Exhibits A and B, represents the entire integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

OWNER:

ENGINEER:

CITY OF CANBY

CURRAN-McLEOD, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

STANDARD HOURLY RATES

EXHIBIT 'B'

Effective February 25, 2007

Senior Principal Engineer	\$ 120.00
Principal Engineer/Manager	110.00
Project Engineer/Project Manager	100.00
Design Engineer	92.00
Design Technician	70.00
Graphics Technician	55.00
Word Processing	50.00
Resident Project Representative	60.00

REIMBURSABLE EXPENSES

Reproduction expenses are at cost.

Auto expenses reimbursed at 48.5¢ per mile.

Per diem expense at cost.

CURRAN-McLEOD, INC., Consulting Engineers

ORDINANCE NO. 1265

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH PARKER NORTHWEST PAVING COMPANY FOR CONSTRUCTION OF SEQUOIA PARKWAY STAGES 5 & 6 AND TOWNSHIP ROAD STREET IMPROVEMENTS; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore advertised and received twenty three (23) bids for the Sequoia Parkway Stages 5 & 6 and Township Road Street Improvements; and

WHEREAS, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on November 27th, 2007; and

WHEREAS, bids were received and opened on December 18th, 2007 at 2:00 pm in the Council Chamber of the Canby City Hall and the twenty three (23) bids were read aloud:

WHEREAS, the six lowest bidders are as listed below and a list of all bidders is attached herein:

Parker NW Paving Company	1105 Abernathy Road Oregon City, OR 97045	\$1,159,784.35
Dow Bros., Inc.	1045 N. 4 th Avenue Cornelius, OR 97113	\$1,186,104.52
L.S. Henrickson Construction	P.O. Box 230639 Tigard, OR 97281	\$1,191,381.70
Northwest Earthmovers, Inc.	P.O. Box 1467 Tualatin, OR 97062	\$1,286,916.00
C&M Construction, Inc.	21287 SW Oregon Street Sherwood, OR 97140	\$1,301,445.75
Camrock Excavation, Inc.	P.O. Box 644 Gresham, OR 97030	\$1,322,793.00

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, January 2, 2008, 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 Parker Northwest Paving Company; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and City Administrator are hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate contract with Parker Northwest Paving Company for Sequoia Parkway Stages 5 & 6 and Township Road Street Improvements, for the bid amount of \$1,159,784.35. A copy of the contract with Parker Northwest Paving Company 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, January 2nd, 2008; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, January 16th, 2008, after the hour of 7:30 pm at the Council Meeting Chambers located at 155 NW 2nd Avenue, Canby, Oregon.

Kimberly Scheafer, CMC
City Recorder Pro Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 16th day of January, 2008, by the following vote:

YEAS _____

NAYS _____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder Pro Tem

City of Canby**Project: Sequoia Parkway Stages 5 & 6 and Township Road Street Improvements Summary of Bids**

Bid Date: 12/18/2007

	Bidder	Bid Amount	
1	Parker NW Paving	\$1,159,784.35	
2	Dow Brothers	\$1,186,104.52	
3	L.S. Henricksen	\$1,191,381.70	
4	NW Earthmovers	\$1,286,916.00	
5	C&M Construction	\$1,301,445.75	
6	Camrock Excavation	\$1,322,793.00	
7	Emery & Sons	\$1,327,986.00	
8	K&E Excavating	\$1,328,579.50	
9	Kerr Contractors	\$1,331,471.00	
10	Canby Excavating	\$1,352,375.50	
11	Dirt & Aggregate	\$1,397,997.75	
12	Coffman Excavation	\$1,398,854.75	
13	Nutter Corp.	\$1,404,000.00	
14	Eagle-Elsner	\$1,423,770.70	
15	WesTech Construction	\$1,424,639.00	
16	Moore Underground	\$1,443,657.32	
17	Integrity Excavating	\$1,458,995.50	
18	Moore Excavation	\$1,510,519.00	
19	Goodfellow Bros.	\$1,549,440.00	
20	Landis & Landis	\$1,553,464.50	
21	Tri-State Construction	\$1,598,535.00	
22	Gelco Construction	\$1,608,456.15	
23	N. Santiam Paving Co.	\$1,790,851.20	

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT is dated as of the ____ day of ____ in the year 2008 by and between

CITY OF CANBY

(hereinafter called OWNER) and

PARKER NORTHWEST PAVING COMPANY

(hereinafter called CONTRACTOR)

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

ARTICLE 1 - WORK

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

CITY OF CANBY SEQUOIA PARKWAY STAGES 5 & 6 AND TOWNSHIP ROAD STREET IMPROVEMENTS

The Work is generally described as follows:

- Construction of approximately 1,700 lineal of 50 foot roadway and approximately 600 lineal of 44 foot roadway including grading, curbs, pavement, striping, signing and sidewalks.
- Construction of approximately 1,800 lineal feet of 14-inch diameter and 1,200 lineal feet of 8-inch diameter Ductile Iron water lines with associated valving, hydrants and services.
- Construction of approximately 2,100 lineal feet of 8-inch diameter, 10-inch diameter and 12-inch diameter PVC sanitary sewer with associated manholes, stub outs and services.
- Construction of approximately 3,600 lineal feet of storm drainage infiltration trenching with associated catch basins.
- Phase 1, construction of approximately 1,600 lineal feet of utility trenching on Township Rd including excavation for utility vaults.
- Phase 2, construction of approximately 1,200 lineal feet of utility trenching on Sequoia Parkway including excavation for utility vaults and street lights.

ARTICLE 2 - ENGINEER

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

ARTICLE 3 - CONTRACT TIME

- 3.1 All Work must be substantially completed within **150** calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 30 days after the date when the issuance of the Certificate of Substantial Completion including punch list items.
- 3.2 Additionally, the CONTRACTOR agrees to meet the interim deadlines established for utility services in the Special Requirements of Division 1.
- 3.3 Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 or 3.2 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER or the OWNER may withhold from amounts due the CONTRACTOR Four Hundred Dollars (\$400) for each day that expires after the time specified in paragraph 3.1. for Substantial Completion, and/or for each day of delay beyond the deadline for Final Completion, and/or each day that expires past the interim deadlines established for utility services.

ARTICLE 4 - CONTRACT PRICE

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

One Million, One Hundred Fifty Nine Thousand, Seven Hundred Eighty Four and 35/100 Dollars (\$1,159,784.35) as shown in the attached Bid Proposal.

ARTICLE 5 - PAYMENT PROCEDURES

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

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

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

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

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

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

ARTICLE 6 - INTEREST

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

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

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

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8 - CONTRACT DOCUMENTS

- 8.1 This Agreement
- 8.2 Exhibits to this Agreement.
- 8.3 Performance and other Bonds
- 8.4 Notice of Award.
- 8.5 General Conditions of the Construction Contract
- 8.6 Supplementary Conditions
- 8.7 Technical Specifications as listed in the Table of Contents.
- 8.8 Drawings bearing the following general title:
- CITY OF CANBY
Sequoia Parkway Stages 5 & 6
and Township Road Street Improvements
- 8.9 Addenda number(s) 1 and 2.
- 8.10 CONTRACTOR'S Bid
- 8.11 Any Modification, including Change Orders, duly delivered after execution of Agreement.

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

ARTICLE 9 - MISCELLANEOUS

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

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

This Agreement will be effective on _____, 2008.

OWNER:

CITY OF CANBY
170 NW 2nd Avenue
P.O. Box 930
Canby, OR 97013

CONTRACTOR:

PARKER NORTHWEST
PAVING COMPANY
1105 Abernathy Road
Oregon City, OR 97045

By: _____

By: _____

Name/Title: _____

Name/Title: _____

Attest: _____

Address for giving notices:

ORDINANCE NO. 1266

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CANBY SAND & GRAVEL / SOUTH COUNTY ASPHALT FOR SUPPLYING ROCK PRODUCT; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore solicited bids for an annual material supply contract for rock products; and

WHEREAS, the solicitation documents were sent to at least three local suppliers on December 7, 2007; and

WHEREAS, one bid was received and opened on December 20th, 2007 at 2:00 PM by the City of Canby in the City Planning Department from Canby Sand & Gravel / South County Asphalt; and

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, January 2nd, 2008, and considered the bid 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 Sand & Gravel / South County Asphalt; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and City Administrator are hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate contract with Canby Sand & Gravel / South County Asphalt, to supply rock products (1 ½" minus crushed rock, 1" minus crushed rock, ¾" minus crushed rock, ¾"- 1 ½" clean drain rock or 1/4" minus sand and gravel) for the bid amount of \$8.90 per ton. A copy of the contract with Canby Sand & Gravel / South County Asphalt 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, January 2nd, 2008; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, January 16th, 2008, after the hour of 7:30 pm at the Council Meeting Chambers located at 155 NW 2nd Avenue, Canby, Oregon.

Kimberly Scheafer, CMC
City Recorder Pro Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 16th day of January, 2008, by the following vote:

YEAS _____

NAYS _____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder Pro Tem

CONTRACT FOR CONSTRUCTION (Ordinance 1266)

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2008 by and between the

CITY OF CANBY
(hereinafter called OWNER) and

CANBY SAND & GRAVEL / SOUTH COUNTY ASPHALT
(hereinafter called CONTRACTOR)

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

ARTICLE 1 - WORK

CONTRACTOR shall supply materials as required for the duration of the contract as specified in the Contract Documents. The Work is generally described as providing crushed rock products.

ARTICLE 2 - ENGINEER

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

ARTICLE 3 - CONTRACT TIME

- 3.1 The performance period is to begin upon issuance of Notice to Proceed and continue through December 31, 2008.
- 3.2 The performance period may be extended by mutual agreement for up to a total five year contract, with an escalation factor based on the ENR Construction Cost Index or other mutually agreed adjustment.

ARTICLE 4 - CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for providing material in accordance with the bid schedules in current funds by check,

EIGHT AND 90/100 Dollars (\$ 8.90) per ton as shown in the attached Bid.

ARTICLE 5 - PAYMENT PROCEDURES

Upon delivery of any material the CONTRACTOR may submit Applications for Payment in accordance with the bid price. Applications for Payment will be processed by the Owner and paid within 30 days of presentation.

ARTICLE 6 - INTEREST

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

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR certifies that he has familiarized himself with the nature and extent of the Contract Documents, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

- 8.1 Contractor's Bid
- 8.2 This Agreement.
- 8.3 Exhibits to this Agreement.
- 8.4 Standard General Conditions for Procurement Contracts.
- 8.5 Technical Specifications
- 8.6 Addenda numbers NA Through NA.
- 8.7 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this ARTICLE 8. The Contract Documents may only be altered, amended or repealed by a written modification.

ARTICLE 9 - MISCELLANEOUS

- 9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically by without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.3 In the event a suit, arbitration or other legal action is required by either the OWNER or the CONTRACTOR to enforce any provisions of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorney's fees upon trial or subsequent appeal.

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

This Agreement will be effective on _____, 2008.

OWNER:

CITY OF CANBY
170 NW 2nd Avenue
P.O. Box 930
Canby, OR 97013

By _____

Name/Title _____

CONTRACTOR

Parker Northwest Paving Co /
South County Asphalt
1105 Abernathy Road
Oregon City, OR 97045

By _____

Name/Title _____

Attest _____

ORDINANCE NO. 1268

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CANBY SAND & GRAVEL / SOUTH COUNTY ASPHALT FOR SUPPLYING HOT MIX ASPHALTIC CONCRETE MATERIALS; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore solicited bids for an annual material supply contract for asphaltic concrete; and

WHEREAS, the solicitation documents were sent to three local hot mix asphaltic concrete suppliers on December 7th, 2007; and

WHEREAS, one bid was received and opened on December 20th, 2007 at 2:00 PM by the City of Canby in the Canby City Hall from Canby Sand & Gravel / South County Asphalt; and

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, January 2nd, 2008, and considered the bid 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 Sand & Gravel / South County Asphalt; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and City Administrator are hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate contract with Canby Sand & Gravel / South County Asphalt, to supply hot mix asphalt as follows: (½" dense mix, Modified ½" dense mix or 3/8" dense mix) for the bid amount of \$45.00 per ton. A copy of the contract with Canby Sand & Gravel / South County Asphalt 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, January 2nd, 2008; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, January 16th, 2008, after the hour of 7:30 pm at the Council Meeting Chambers located at 155 NW 2nd Avenue, Canby, Oregon.

Kimberly Scheafer, CMC
City Recorder Pro Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 16th day of January, 2008, by the following vote:

YEAS _____

NAYS _____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder Pro Tem

CONTRACT FOR CONSTRUCTION (Ordinance 1268)

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2008 by and between the

CITY OF CANBY

(hereinafter called OWNER) and

CANBY SAND & GRAVEL / SOUTH COUNTY ASPHALT

(hereinafter called CONTRACTOR)

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

ARTICLE 1 - WORK

CONTRACTOR shall supply materials as required for the duration of the contract as specified in the Contract Documents. The Work is generally described as Hot Mix Asphaltic Concrete products.

ARTICLE 2 - ENGINEER

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

ARTICLE 3 - CONTRACT TIME

- 3.1 The performance period is to begin upon issuance of Notice to Proceed and continue through December 31, 2008.
- 3.2 The performance period may be extended by mutual agreement for up to a total five year contract, with an escalation factor based on the ENR Construction Cost Index or other mutually agreed adjustment.

ARTICLE 4 - CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for providing material in accordance with the bid schedules in current funds by check,

FORTY FIVE AND NO/100 Dollars (\$ 45.00) per ton as shown in the attached Bid.

ARTICLE 5 - PAYMENT PROCEDURES

Upon delivery of any material the CONTRACTOR may submit Applications for Payment in accordance with the bid price. Applications for Payment will be processed by the Owner and paid within 30 days of presentation.

ARTICLE 6 - INTEREST

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

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR certifies that he has familiarized himself with the nature and extent of the Contract Documents, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

- 8.1 Contractor's Bid
- 8.2 This Agreement.
- 8.3 Exhibits to this Agreement.
- 8.4 Standard General Conditions for Procurement Contracts.
- 8.5 Technical Specifications
- 8.6 Addenda numbers NA Through NA.
- 8.7 Any Modification, including Change Orders, duly delivered after execution of

There are no Contract Documents other than those listed above in this ARTICLE 8. The Contract Documents may only be altered, amended or repealed by a written modification.

ARTICLE 9 - MISCELLANEOUS

- 9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically by without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.3 In the event a suit, arbitration or other legal action is required by either the OWNER or the CONTRACTOR to enforce any provisions of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorney's fees upon trial or subsequent appeal.

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

This Agreement will be effective on _____, 2008.

OWNER:

CITY OF CANBY

170 NW 2nd Avenue

P.O. Box 930

Canby, OR 97013

By _____

Name/Title _____

CONTRACTOR

Parker Northwest Paving Co /

South County Asphalt

1105 Abernathy Road

Oregon City, OR 97045

By _____

Name/Title _____

Attest _____

ORDINANCE NO. 1269

AN ORDINANCE RATIFYING A CONTRACT WITH PETERSON EQUIPMENT SERVICES LLC OF CANBY, OREGON FOR THE PURCHASE OF A MIXING SCREW CONVEYOR FOR THE WASTE WATER TREATMENT FACILITY OF THE CITY; AND DECLARING AN EMERGENCY.

WHEREAS, on November 28, 2007, a mixer screw conveyor used by the City of Canby's Waste Water Treatment Facility (WWTF) malfunctioned and needed to be replaced; and

WHEREAS, the Canby City Administrator declared that emergency conditions existed requiring prompt action to purchase a new mixer screw conveyor as soon as possible to replace the malfunctioning conveyor; and

WHEREAS, in accordance with ORS Chapter 279 and Canby Public Purchasing Rules as set forth in Ordinance No. 1170 and Resolution No. 897, Exhibit B (4) an emergency contract was entered into and signed on behalf of the City by the Canby Public Works Operations Manager on December 12, 2007 a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein; and

WHEREAS, within 30 days of the date of this contract, the City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed this contract and the staff report and believes it to be in the best interest of the City to ratify this contract; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Contract, marked as Exhibit "A" hereto, with Peterson Equipment Services LLC of Canby, Oregon executed on December 12, 2007 by the City Public Works Operations Manager is hereby authorized and ratified as an emergency contract entered into under circumstances that created a substantial risk of interruption of services to the City of Canby, Oregon and the Council finds that awarding the contract in this manner was unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts and will result in a substantial cost savings to the City.

Section 2. In so much as it is in the best interest of the citizens of the City of Canby, Oregon to ratify the new contract without further delay, and to better serve the citizens of Canby, an emergency is hereby declared to exist and this ordinance shall therefore take effect immediately upon its enactment after final reading.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on January 2, 2008, 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 January 16, 2008, commencing at the hour of 7:30 P.M. in the Council Meeting Chambers at 155 NW 2nd Ave in Canby, Oregon.

Kimberly Scheafer, CMC
City Recorder - Pro Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 16th day of January, 2008, by the following vote:

YEAS _____

NAYS _____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder - Pro Tem

EXHIBIT "A"

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY and PETERSON EQUIPMENT SERVICES.

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

The Parties Agree as Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. **Contractor understands it is required to obtain a City of Canby business license for conducting business in the City.**
- 3. Compensation:
 - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. Contractor agrees that \$33,000 is not to exceed price of this contract, without prior written approval from the City.
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
 - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the

compensation provided for under Paragraph #3 of this Agreement.

- B. Contractor certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes.
 - C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
5. Subcontractors and Assignment. Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all applicable OSHA regulations and requirements.
6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.
7. Term.
- A. This Agreement may be terminated by:
 - 1. Mutual written consent of the parties.
 - 2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
 - 3. City, effective upon deliver of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If services are no longer required.
8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in

City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:
 - A. Liability - \$1,000,000.00 combined single limit, including automobile coverage for any vehicle used for City business. Property damage per occurrence, \$250,000.00.
 - B. Professional liability – errors and omissions - \$1,000,000.00.

The Contractor shall provide City with copy of insurance certificate within 30 days of the date of this contract. Contractor shall name the City as an additional insured for the period of the contract. Procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by Contractor's negligence or neglect connected with the Agreement.

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

CITY: Dwayne Barnes
City of Canby
PO Box 930
182 N. Holly Street
Canby, OR 97013

CONTRACTOR: Mike Peterson (Owner)
Peterson Equipment Services
1075 SE 2nd ST
Canby, Oregon 97013
503-266-1825

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

CONTRACTOR:

CITY OF CANBY:

By: 

By: 

Date: 12-12-07

Date: 12-12-07


Approved as to form:


EXHIBIT A

PETERSON EQUIPMENT SERVICES LLC

1075 SE 2ND ST
CANBY, OR 97013

PHONE (503) 266-1825
FAX (503) 266-6748
PES97013@AOL.COM
Petersonequipment.net

December 5, 2007

To: Canby Water Treatment Plant,

Attn: Darwin Tramel

Peterson Equipment Services will remove existing mixer screw conveyor and chute feeding conveyor. Cut and raise approximately 42". Disassemble mixer screw conveyor. Repair and machine screw for modification of discharge of waste by adding a bearing machining housing to accommodate bearing. Raise Approximately 42" add leg install.

Add 1 thirty two ft long belt conveyor under discharge screw conveyor 5/16 thick by 20" wide belt formed stainless steel pans 10ft long sections 3/16 thick with 10" sides 22" wide bottom 3/4" V in bottom of pan for tracking 9" drive pulley stainless steel with lagging for shur grip 1-15/16 Drive shaft sprocket driven 3 IIP Inline. Gear box 78 final rpm. tefc Motor inverter ready if need be. Tail pulley 8" Diam with 1-15/16 shaft with belt take ups for belt tension, installed through wall and anchored in place.

Water treatment plant responsible for all electrical and hole threw existing wall for belt conveyor to travel threw.

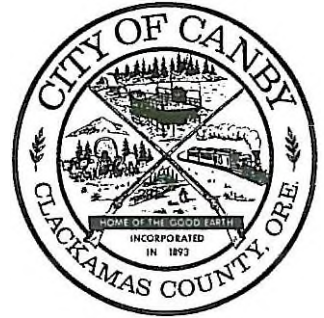
Quote \$33,000.00

Quote good for 30days

Thank you,

Mike Peterson

MEMORANDUM



TO: *Honorable Mayor Thompson and City Council*
FROM: *Chief Greg A. Kroeplin*
THROUGH: *Mark C. Adcock, City Administrator*
DATE: *December 26, 2007*

Issue: Secure Personal Service Agreement with Architect firm Group Mackenzie for new Police/Court facility.

Synopsis: Contract services with Architect firm

Recommendation: Staff recommends that the City Council approve Ordinance #1270 allowing the Mayor and City Administrator to execute a Personal Services Agreement with Group Mackenzie. (see Exhibit "A" attached to Ordinance #1270).

Rationale: An Architectural Firm was needed to support the City of Canby Team to verify a building program and master plan on the 6.1 acre site for the projected needs of the New Police and Courts Facility as well as future needs as the City grows. This Architecture firm will also help develop accurate cost projections and prepare graphics for the November 2008 bond election. This information will assist the public to better understand the location and layout, the provisions for both the Police/Courts and Public in this new facility and the reasons for the projected costs for this Project.

Following the passage of the Bond, this firm may continue, if the City so chooses to negotiate an extension to their contract. If the contract is extended, the Architecture firm will then provide the services to complete the design, prepare the construction/bid documents, and provide construction observation services throughout the completion of the project.

This Firm will provide all services as defined in the "Scope of Work" set forth in the contract.

Background: Facilities Needs Study completed for the City of Canby in January 2005. The Needs Study supported the need for a new Police and

THIS HAS BEEN REVIEWED
BY THE FINANCE DIRECTOR
Chaucer Seifried 1/8/08

Court Facility. The Urban Renewal Agency authorized purchase of approx. 6.1 acres in July 2006 and committed to partially fund construction along with a bond measure to be placed before the voters in November 2008. In March 2007, presentations from four different firms interested in becoming Project Manager were conducted. Through this process, Francis C. Berg, Architect P.C., was selected as project manager.

In moving this project forward, with the assistance of the Project Manager, four architecture firms were interviewed by a selection committee. This selection committee has chosen Group Mackenzie as the architect firm to begin assisting in this project.

Approval of this ordinance ensures continuation of work on this project.

ORDINANCE NO. 1270

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH GROUP MACKENZIE, INC., OF PORTLAND, OREGON FOR ARCHITECTURAL SERVICES RELATING TO THE NEW POLICE AND COURT FACILITY FOR THE CITY OF CANBY; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby wishes to design and construct a new Police and Court facility and will require an architect to help with the design phase of the project; and

WHEREAS, the City has heretofore interviewed several potential candidates for the position and wishes to employ Group Mackenzie, Inc., of Portland, Oregon, as an independent contractor under a personal services contract for the purpose of carrying out the these activities; and

WHEREAS, a proposed personal services contract which is acceptable to the City has been signed by Group Mackenzie, Inc.; and

WHEREAS, in accordance with ORS Chapter 279 and Canby Public Purchasing Rules set forth in Ordinance No 1170 and Resolution No. 897, Exhibit A, Section 6 B (7), the city may enter into personal service contracts not exceeding \$75,000.00 by direct appointment without competition; and

WHEREAS, the City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed this proposal, reviewed the staff report and finds that the contract is in the best interest of the City to enter into; now therefore,

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and City Administrator are hereby authorized and directed to make, execute and declare in the name of the City of Canby and on its behalf, an appropriate contract with Group Mackenzie, Inc., of Portland, Oregon for architectural services, the copy of said contract is attached hereto and marked as Exhibit "A" and by this reference fully incorporated herein.

Section 2. Emergency Declared.

It being necessary for the health, safety, and general welfare of the citizens of Canby that this project be completed as soon as possible, an emergency is hereby declared to exist and this ordinance shall take effect immediately upon its enactment after final reading.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, January 16, 2008, 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, February 6, 2008, commencing at the hour of 7:30 PM in the Council Meeting Chambers at 155 NW 2nd Avenue, Canby, Oregon.

Kimberly Scheafer, CMC
City Recorder Pro-tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 6th day of February 2008, by the following vote:

YEAS _____

NAYS _____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder Pro-tem

AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES
SHORT TITLE OF WORK PROJECT: CANBY POLICE

This contract is between the City of Canby, Oregon, acting by and through its Elected Officials, hereafter called "City," and Group Mackenzie; hereafter called "Contractor". The City's Project Manager for this contract is William Harper.

Effective Date and Duration

This contract shall become effective on January 16, 2008 (or on the date at which every party has signed this contract, whichever is later.) This contract shall expire, unless otherwise terminated or extended, on November 5, 2008.

Statement of Work

- (a) The statement of work is contained in EXHIBIT A attached hereto and by this reference made a part hereof.
- (b) The delivery schedule for the work is identified in EXHIBIT A.

Consideration

- (a) City agrees to pay Contractor a lump sum of \$42,500 billed on percent complete basis for accomplishment of the work (including reimbursable expenses).
- (b) Interim payments shall be made to Contractor according to the schedule identified in EXHIBIT A.

Terms and conditions listed on pages 2 – 4.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Group Mackenzie

Address: 1515 SE Water Avenue, Suite 100, Portland, OR 97214, PO Box 14310, Portland, OR 97293

Social Security #: N/A

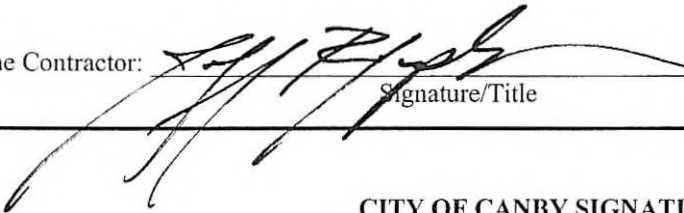
Federal Tax ID #: 93-0573937 State Tax ID #: 0169851-3 Business License #: N/A

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation
☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☐ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to perform work outlined in this contract in accordance to the terms and conditions (listed on pages 2-4 and made part of this contract by reference) and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer; and hereby certify I am an independent contractor as defined in ORS 670.600.

Approved by the Contractor:


Signature/Title

1-8-2008
Date


CITY OF CANBY SIGNATURES

Approved by Purchasing Agent:

City Administrator

Date

Approved as to Form
By City Attorney:


Office of City Attorney

1/8/08
Date

**CITY OF CANBY
STANDARD CONTRACT PROVISIONS FOR
PROFESSIONAL, TECHNICAL & EXPERT SERVICES (MANDATORY PROVISIONS)**

1. Access to Records

The Contractor shall maintain, and the City of Canby ("City") and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

2. Audits

(a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

(c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Agreement** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the contract expiration date (as recorded on Page 1) shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

4. Order of Precedence

This contract consists of the terms and conditions of this contract, the Request for Proposals (RFP) issued by the City, if any, and the Contractor's proposal in response to the RFP. In the event of any apparent or alleged conflict between these various documents, the following order of precedence shall apply to resolve the conflict: a) this contract's terms and conditions, b) the City's RFP, and c) the Contractor's proposal in response to the RFP.

5. Early Termination of Agreement

(a) The City and the Contractor, by mutual written agreement, may terminate this Agreement at any time.

(b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

(c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Agreement** hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.

(d) In the event of early termination all of the Contractor's work product will become and remain property of the City.

7. Remedies

(a) In the event of termination under subsection 5(c), **Early Termination of Agreement**, hereof, by the City due to a breach by the contractor, then the City may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay the City the amount of the reasonable excess.

(b) The remedies provided by the City under section 5, **Early Termination of Agreement** and Section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

Contractor shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if

subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

9. Compliance with Applicable Law

In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state, and local laws and regulations, all of which are incorporated by this reference. Contractor shall complete Exhibit B, Independent Contractor/Workers' Compensation Insurance Questionnaire, which is attached hereto and by this reference made a part hereof. **Contractor is required to obtain a City of Canby business license.**

9a. Indemnity – Claims for Other than Professional Liability

Contractor shall defend, save, and hold harmless the City of Canby, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this agreement. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses arising out of death, or bodily injury to persons, or property damage caused by the negligence of the City.

9b. Indemnity – Claims for Professional Liability

Contractor shall defend, save, and hold harmless the City of Canby, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this agreement. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses caused by the negligence of the City.

9c. Indemnity – Standard of Care

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

10. Insurance

Exhibit C is hereby referenced and made a part of this contract.

11. Ownership of Work Product

All work products produced by the Contractor under this contract is the exclusive property of the City. "Work product" shall include but not be limited to research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form; the Contractor and the City intend that such work product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a work product is deemed not to be a "work made for hire," the Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the work product is the property of the Contractor-Architect, and by execution of this contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that work product.

12. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

13. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

14. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

15. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

16. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work of the contractor required under this contract without undue delays and without additional cost.

17. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Clackamas County, Oregon.

18. Amendments

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Purchasing Agent to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

19. Business License

The Contractor shall obtain a City of Canby business license prior to beginning work under this Agreement. The Contractor shall provide a business license number in the space provided on page one of this Agreement. Additionally, the Contractor shall pay all fees or taxes due under the Business License Law during the full term of this contract. Failure to be in compliance may result in payments due under this contract to be withheld to satisfy amount due under the Business License Law.

20. Prohibited Interest

(a) No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

21. Payment to Vendors and Subcontractors

The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

Merger Clause

THIS CONTRACT WITH ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

OPTIONAL PROVISIONS (selected by City Project Manager)

22. Arbitration: / ___ / Not Applicable / X / Applicable (consult with City Attorney's Office before finalizing as applicable.

(a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the City within sixty (60) days or notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Clackamas. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Canby, or Oregon City, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for Clackamas County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the City. Insofar as the Contractor and the City legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Agreement for undisputed portions of work.

23. Progress Reports: / ___ / Applicable / X / Not Applicable

The Contractor shall provide monthly progress reports to the Project Manager. If applicable, Exhibit A should list what information the Contractor must include in monthly progress reports.

24. Contractor's Personnel: / X / Applicable / ___ / Not Applicable

The Contractor shall assign the following personnel to do the work in the capacities designated. If applicable, list selected personnel in Exhibit A. The Contractor shall not change personnel assignments without the prior written consent of the City.

25. Subcontractors: / ___ / Applicable / X / Not Applicable

The Contractor shall assign the following subcontractors to perform work in the capacities designated. If applicable, list selected subcontractors in Exhibit A. The Contractor shall not change subcontractor assignments without the prior written consent of the City.

GROUP MACKENZIE

December 7, 2007 (*Revised January 8, 2008*)

Francis C. Berg / Architect PC
Attention: Bill Harper
6393 Silverton Road NE
Salem, OR 97305

Re: **Canby Police**
Proposal for Professional Services
Project Number 2070505.00

Dear Bill:

We are pleased to present to you the following proposed scope for the project.

We will provide professional services to assist the City of Canby in evaluating their needs for a new police facility and developing a conceptual design for a facility to accommodate their identified needs. The project will be developed in two phases. The first phase will be the pre-bond services. Upon successful bond approval a scope and fee will be developed for the second phase of the project. This proposal is for the scope of the phase 1 pre-bond services.

Our project team/staff for this project will be Jeff Reaves, Project Principal; Jeff Humphreys, Project Manager/Project Architect (main client contact); Brett Hanson, Job Captain; and support staff as indicated in our proposal as needed.

Our services will include Architectural, Land Use Planning and Construction Cost Estimating as described by the following.

Our first task will be to conduct a thorough review of project history and all available information. Following this effort we will meet collectively with the project stakeholders to identify each stakeholder group's goals for the project. These goals will be used to guide the design process through the project.

Our second task will be to work with the building users groups to review the current program and refine the program as necessary. As part of this effort, research of existing stations will be conducted and a tour of one or more facilities will be arranged with Canby Police and City staff to observe other stations and identify elements and features that work well, and not so well so that these items can be coordinated with the project design. At the conclusion of this task, Group Mackenzie will present to City Council the program and findings for approval to proceed.

After the program has been confirmed, an adjacency diagram, bubble diagram and block diagram will be developed. Building on an approved block diagram, a conceptual floor plan which defines room size, layout and configuration will be developed.

RiverEast Center | PO Box 14310 | Portland, OR 97293
1515 SE Water Ave, Suite 100 | Portland, OR 97214
Tel: 503.224.9560 Web: www.grpmack.com Fax: 503.228.1285

Group
Mackenzie,
Incorporated

Architecture
Interiors
Structural
Engineering
Civil Engineering
Land Use Planning
Transportation
Planning
Landscape
Architecture

Locations:

Portland, Oregon
Seattle, Washington
Vancouver, Washington

Francis C. Berg / Architect PC
Canby Police
Project Number 2070505.00
December 7, 2007 (Revised January 8, 2008)
Page 2

As the conceptual floor plan is developed the design of the exterior character and site will be explored. Our land use planning services will include a development feasibility review for the project. For this effort, we will review readily available data pertaining to development of the subject site including, but not limited to, the zoning code, comprehensive plan, transportation system plan and GIS map data. We will review current and proposed zoning regulations, availability of public utilities, access/circulation issues and environmental issues that will have impact on the development of the site.

Upon approval of the design direction, the team will develop a final design summary package that will summarize the current design decision. The design summary package will include:

1. Identified goals and objectives
2. Site plan
3. Building plan and elevations
4. Character sketch / perspective of building
5. Program summary of building
6. Cost estimate
7. Project Schedule
8. List of outstanding issues that need to be resolved prior to the project progressing

The design and materials of this final package will be presented to City Council and a public hearing.

Items which are specifically excluded from the Scope of Services include, but are not limited to:

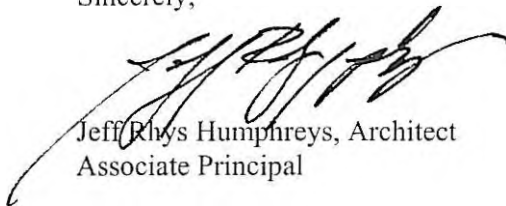
- Soils investigation/testing and related specifications
- Pavement design and related specifications
- Environmental review
- Traffic analysis
- Land survey, topographic survey, tree survey, or metes and bounds descriptions and related specifications
- Sensitive lands requirements
- Materials testing/special inspections
- Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project
- Offsite improvements (such as roads and utilities)
- Appeals, variances, public hearings, land use approvals
- Special permits
- Renderings, models
- Disabled access compliance design other than that required by the current editions of the governing building code and the Americans with Disabilities Act - Accessibility Guidelines (ADAAG) for new construction, whichever is more stringent
- Square footage calculations beyond those required to confirm compliance with building and zoning code requirements (Calculation of gross, net, and rentable square footages is not included)

Francis C. Berg / Architect PC
Canby Police
Project Number 2070505.00
December 7, 2007 (Revised January 8, 2008)
Page 3

Group Mackenzie's Contract Fee will be a lump sum of \$42,500 billed on percent complete basis. Any services performed beyond the scope of services set forth above shall be for additional fees. Reimbursable costs are included in the Contract Fee. Reimbursable costs for services accomplished by in-house personnel (printing, faxing, copying, mileage, etc.) will be billed at standard rates. Other reimbursable costs (outside printing, outside delivery services, photography, Federal Express, Express Mail, etc.) will be billed at cost plus 10%. Consultants' fees are included in the Contract Fee. Consultants' fees will be billed at cost plus 10%.

If this scope meets your expectations, it can be used as an attachment to the contract to define the provided services.

Sincerely,



Jeff Rhys Humphreys, Architect
Associate Principal

Enclosure: Project Schedule

c: Jeff Reaves – Group Mackenzie

City of Canby
Police and Court Facility

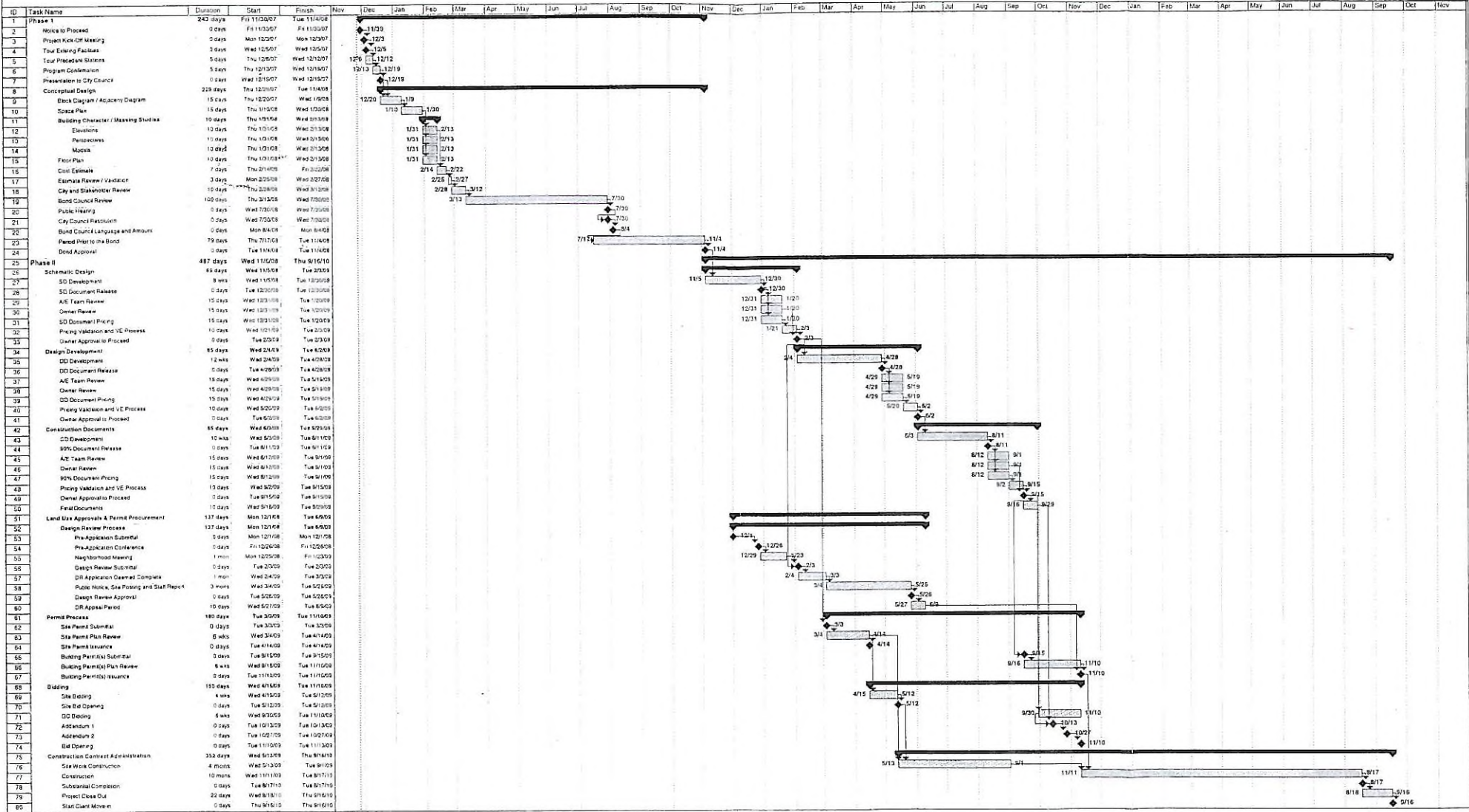


Exhibit "A"

GROUP
MACKENZIE

December 7, 2007

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As the conceptual floor plan is developed the design of the exterior character and site will be explored. Our land use planning services will include a development feasibility review for the project. For this effort, we will review readily available data pertaining to development of the subject site including, but not limited to, the zoning code, comprehensive plan, transportation

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Locations:

Portland, Oregon

Seattle, Washington

Vancouver, Washington

Francis C. Berg / Architect PC

Canby Police

Project Number 2070505.00

Items which are specifically excluded from the Scope of Services include, but are not limited to:

Page 2

system plan and GIS map data. We will review current and proposed zoning regulations, availability of public utilities, access/circulation issues and environmental issues that will have impact on the development of the site.

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The design and materials of this final package will be presented to City Council and a public hearing.

Items which are specifically excluded from the Scope of Services include, but are not limited to:

- Soils investigation/testing and related specifications
- Pavement design and related specifications
- Environmental review
- Traffic analysis
- Land survey, topographic survey, tree survey, or metes and bounds descriptions and related specifications
- Sensitive lands requirements
- Materials testing/special inspections
- Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project
- Offsite improvements (such as roads and utilities)
- Appeals, variances, public hearings, land use approvals
- Special permits
- Renderings, models
- Disabled access compliance design other than that required by the current editions of the governing building code and the Americans with Disabilities Act - Accessibility Guidelines (ADAAG) for new construction, whichever is more stringent.

Francis C. Berg / Architect PC
Canby Police
Project Number 2070505.00

- Square footage calculations beyond those required to confirm compliance with building and zoning code requirements. (Calculation of gross, net, and rentable square footages is not included.)

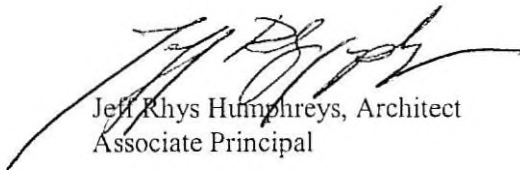
Page 3

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Group Mackenzie's Contract Fee will be a lump sum of \$40,000 billed on percent complete basis. Any services performed beyond the scope of services set forth above shall be for additional fees. Reimbursable costs are not included in the Contract Fee. Reimbursable costs for services accomplished by in-house personnel (printing, faxing, copying, mileage, etc.) will be billed at standard rates. Other reimbursable costs (outside printing, outside delivery services, photography, Federal Express, Express Mail, etc.) will be billed at cost plus 10%. Consultants' fees are included in the Contract Fee. Consultants' fees will be billed at cost plus 10%.

If this scope meets your expectations, it can be used as an attachment to the contract to define the provided services.

Sincerely,



Jeff Rhys Humphreys, Architect
Associate Principal

Enclosures: Project Schedule

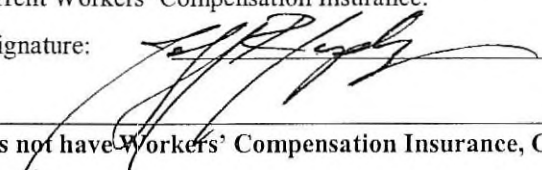
c: Jeff Reaves

INDEPENDENT CONTRACTOR
CERTIFICATION STATEMENT

EXHIBIT B

SECTION A

CONTRACTOR CERTIFICATION. I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance.

Contractor Signature: 

Date 1-3-08

Entity GROUP MACKENZIE
ARCHITECT

If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.

SECTION B

ORS 670.600 Independent contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.


City Project Manager Signature _____


Date _____

SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required.
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor, check four or more of the following:
 - A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
 - B. Commercial advertising or business cards as in customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
 - C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;

- 
- D. Labor or services are performed only pursuant to written contracts;
- E. Labor or services are performed for two or more different persons within a period of one year; or
- F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services provided.



Contractor Signature

1-8-08
Date

INSURANCE

EXHIBIT C

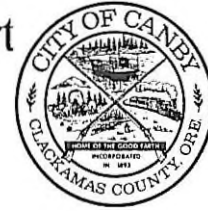
(The Project Manager must answer and initial 2, 3, and 4 below)

During the term of this contract Contractor shall maintain in force at its own expense, each insurance noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027).
2. ☒ Required and attached or ☐ Waived by City Attorney: _____
General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Canby; and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract.
3. ☒ Required and attached or ☐ Waived by City Attorney: _____
Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable:
4. ☒ Required and attached or ☐ Waived by City Attorney: _____
Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, contractor shall notify City immediately.
5. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Contractor or its insurer(s) to the City.
6. **Certificates of insurance.** As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to the City at the time contractor returns signed contracts. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the Canby City Administrator. Insuring companies or entities are subject to the City acceptance. If requested, complete policy shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

City of Canby Bi-Monthly Report

Department: Administration



For Months of: November & December 2007

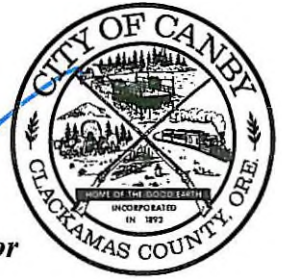
Date: January 8, 2008

Prepared by: Kim Scheafer, Executive Assistant/City Recorder Pro Tem

Through: Mark Adcock, City Administrator

1. **Business Licenses** – Twenty-four new business licenses were issued for the months of November and December 2007. Seventy-two renewals were sent out.
2. **Complaints/Inquiries** – Thirty-four complaints/inquiries were received for November and December. Thirty-two of those have been resolved and twelve were resolved within 24 hours.

COMMUNITY DEVELOPMENT UPDATE



TO: *Honorable Mayor Thompson and City Council*
FROM: *John Williams, Community Development & Planning Director*
DATE: *January 9, 2008*
THROUGH: *Mark C. Adcock, City Administrator*
RE: *Community Development project status*

Following is my final update of major Community Development projects. Please call the appropriate staff if you have any questions. At the end of this report you will also find a list of new land use applications and permit activity.

Items shown with * are completed and will be deleted from the next report; items underlined are new additions.

Street Projects

- 1. Street maintenance funding.** The Council has approved both the Motor Vehicle Fuel Tax and Street Maintenance Fee ordinances. Apparently, both will be the subject of petition drives to place the issues on the ballot. *Background:* Together, these two new revenue sources would raise approximately \$500,000 per year to stop the decline of City-maintained streets.
- 2. 99E/Ivy Intersection.** *No change.* ODOT is planning a minor project at this intersection to eliminate the often-hit signal pole in front of Ace Glass (there will be an extra-long armed pole coming from the 7-11 side). We are attempting to get pedestrian safety improvements included in this project. *Background:* ODOT has estimated costs on the full intersection renovation at \$1.5 million +. Costs include building improvements, underground tank removal, relocating signal poles, new sidewalks and crossings, and other activities.
- 3. 13th Avenue traffic calming.** Traffic calming projects on 13th Avenue are in the final design phase and will be constructed this fall. *Background:* These projects were developed working with neighborhood residents in order to reduce speeds on 13th Avenue. The City Council has approved use of System Development Charge funds for this work.
- 4. Other traffic calming.** *Ongoing.* The City Council has approved the use of SDC funds for traffic calming projects in FY 2007-2008. These projects are now starting the design engineering process; some may require Council approval via ordinance depending on final cost. *Background:* Matilda and a group of interested citizens have been looking at ways to slow traffic and increase pedestrian safety. Lessons learned here will also be applied to new streets. Matilda has also been working with a technical committee of local experts, including Public Works, engineering, Canby Fire District, and First Student.
- 5. 2006-2008 CDBG project (NW Canby sidewalks).** *No change.* The Council has awarded an engineering contract for this project, which is expected to move to construction next spring. We are having difficulty resolving storm water issues with the federal government (!) on this project, which has resulted in delay. The Feds are asking for no net increase in impervious area, which is difficult as the entire project is constructing sidewalk where none

currently exists. *Background:* Clackamas County has awarded Canby \$200,000 to build sidewalks in areas of NW downtown Canby that currently have none.

6. **N. Pine/4th Avenue intersection.** *No change.* I have been working with property owners to see if there's any way to improve alignments at this troublesome intersection (by the Depot Museum). We will need a lot of cooperation because there is very little room to maneuver in this area. Unfortunately, we have not found a plan that works for all parties yet.
7. **N. Cedar/NW 3rd Avenue intersection.** *No change.* This intersection has alignment problems and vision clearance issues. We are drawing up a plan to realign the intersection and improve traffic flow and safety, which will be even more important as traffic flows increase from the new subdivision.
8. **North Baker Drive traffic safety issue*.** *Completed.* Signage has been installed. *Background:* Area residents brought a petition to the City to close the small access road between N. Baker Dr. and NW 6th Avenue.
9. **Truck routes.** *No change.* At Council's direction, staff will begin working on a review of Canby's truck routes. This work will be incorporated in a review of our street system being conducted by The Transpo Group, consulting engineers.
10. **Intersection of Sequoia and Hazel Dell Way.** We have added "cross traffic does not stop" signs at this intersection and hope this will increase safety. *Background:* This intersection is planned for a traffic signal in the City's Transportation System Plan. Funding could come from Urban Renewal or System Development Charges. Signal warrants are not currently met.
11. **Public Works Operations Manager*.** Dwayne Barnes started on November 13. He will oversee the streets, wastewater treatment, parks maintenance, and sewer collections departments. In the future, Dwayne will provide an update on street issues directly in his own monthly report.

Cemetery

12. **Cemetery rates.** We continue to provide quarterly reports to the Council regarding sales activity following the fee increases in fall 2005. The latest report is attached. Sales activity continues to be low.

Planning

13. **Measure 37/49.** Voters have approved Measure 49, which made many changes to Measure 37. Staff will be working with LOC to implement any procedures/processes necessary to address this measure. *Background:* The City Council approved Ordinance 1156 establishing a process for Measure 37 claims. We are unsure at this time what changes are required, if any, to that Ordinance.
14. **Annexation process.** Matilda and Melissa are working to bring code language back to the Planning Commission to implement changes to the City's annexation process. *Background:* The Planning Commission and staff are working on a matrix idea focused on providing better information to voters about annexation proposals. Other concepts include a master planning requirement and reviewing our current criteria.
15. **Neighborhood Associations.** *No change.* *Background:* the Council has officially recognized

two new neighborhood associations: Riverside and Northeast Canby. Staff will continue to work with these groups to provide information and training.

16. **Historic Review Board.** *No change.* The HRB is in need of new volunteers to keep the group energized. There are currently no regularly scheduled meetings of the HRB.
17. **NE Canby Master Plan.** *No change.* Adoption of the concept plan is on hold pending completion of the City's TSP update. ODOT will not approve the plan as written (even though they funded it) because of future traffic problems at Canby's 99E intersections. These will need to be addressed by capital project scheduling in the TSP. *Background:* This \$75,000 grant project created a master plan addressing land use, design, parks/open space provision, and infrastructure issues for the area bounded by Highway 99E, SE 1st Avenue, Haines Road, and NE Territorial. The TGM program has allowed us to add several "peripheral" elements to this grant, including the development of a traffic model for Canby and an analysis of traffic projects needed to develop the Canby Pioneer Industrial Park.
18. **N. Redwood Street master plan.** Final planning work is underway with neighbors and infrastructure providers. *Background:* This project will produce a comprehensive land use, parks, and infrastructure plan for the area between N. Redwood Street and OR 99E.
19. **Stormwater planning.** *No change – ongoing work.* Planning staff is working with Darwin Tramel, Jeff Crowther, and Curt McLeod to address new DEQ/EPA requirements regarding stormwater disposal. We are working to develop a long-range vision for stormwater disposal and a maintenance/financing plan.
20. **Traffic modeling.** *No change.* We will be reporting to the Planning Commission and Council soon on the first findings from the new traffic model. This will assist with planning a variety of projects, including Berg Parkway, the Arndt Road extension, and the signalization of Township and Ivy. *Background:* I have been working with Andy Mortenson at the Transpo Group to create a new traffic model for the City. This will assist us with traffic studies and planning efforts, and will make all of our work more accurate in the future. This effort is being funded partially by the Council's commitment of additional funds for the planning department in 2004-2005, and partially by grants from the State of Oregon and Metro.
21. **Subdivision design standards.** Contract negotiations are underway with the State of Oregon. *Background:* We have received a TGM grant for this project. It proposes to look at big issues – from stormwater provision, street design, and parks locations – and small issues, like pedestrian pathway design and fencing. This will lead to work with the Planning Commission and neighborhood groups on this topic and eventually to text amendments if agreement can be reached.
22. **North Fairgrounds rezoning.** Melissa Hardy will be picking this project up as time allows. *Background:* Associate Planner Kevin Cook worked with residents on the south side of NE 10th Avenue, on the north side of the County Fairgrounds, on a potential "downzoning" from medium to low density zoning. The Planning Commission reviewed this directed staff to prepare an overlay zone requiring lot consolidation prior to conversion to R 1.5 zoning.

Urban Renewal

23. **Development of ED Web Site** (www.canbybusiness.com). Catherine Comer is working with the City's web consultant to make this site more functional and compatible with the City's main web page. *Background:* The goal is to have a very user-friendly economic development

web site to serve as a home for our industrial and commercial recruitment efforts. This work became a priority as we've learned that many site selectors now do their initial research entirely on the internet and screen out communities that don't have easily accessible information.

- 24. Urban Renewal Advisory Committee.** The Urban Renewal Advisory Committee currently has no meetings scheduled.
- 25. Job creation/SDC waiver program.** Staff is working with legal counsel to develop forms and contracts to be used with several interested applicants. *Background:* The Agency has set aside \$100,000 in the FY 05-06 budget for a program to incentivize new construction and job creation within the URD.
- 26. Site certification.** We are working with Clackamas County, the State of Oregon, and property owners to "recertify" the CPIP as each certification only lasts for two years. It appears that recertification of one 30-acre site may be basically complete, with another 50 acres to follow when the S. Walnut Street issue is resolved. Also, we are looking at a new designation for some of the recently annexed industrial properties. *Background:* A 163-acre section of the Pioneer Industrial Park was designated as a "certified opportunity site" by the State of Oregon in 2004, greatly increasing its marketability. Obtaining this certification was very time-consuming and we are hoping that the recertification process will be simpler.
- 27. Downtown Redevelopment Grants.** *No change – ongoing.* Three of the four projects that grants were awarded to are moving forward at this time. *Background:* The Urban Renewal Agency approved this program to provide some incentive for property owners to construct mixed-use developments within Canby's commercial districts. The program offers a 1:1 match of up to \$3,000 towards architectural and financial studies of such projects. Funding for four projects was approved by the Agency.
- 28. Façade improvement program.** *No change.* Construction is complete on the Canby *Herald* building. No other projects are currently in the works. *Background:* The URD has approved the use of funds for up to five grants for façade design work and no-interest loans for construction work. Staff is also working to finalize a program with West Coast Bank, who will be reviewing and funding the construction loans.
- 29. Infrastructure Planning.** *Ongoing.* Staff continues to work with property owners on a plan to develop infrastructure for streets other than Sequoia Parkway in the Pioneer Industrial Park. Walnut Street is the focus at this time. *Background:* The Urban Renewal District is focusing investment on S. Sequoia Parkway, so infrastructure provision on the other roads (such as S. Walnut, S. Township, and SE 1st Avenue) requires coordination among property owners, which has proven to be difficult. Staff has developed a more detailed road system plan including street cross-sections and improvement costs for the CPIP, and has held several meetings with property owners to discuss implementation of the plan.
- 30. Sequoia Parkway extension – Stage 5 (4th – Township).** This project is going out to bid this week and will be awarded by Council in January. *Background:* In November 2006, the Agency directed staff to work toward constructing this section of roadway to facilitate future industrial development.
- 31. Sequoia Parkway extension – Stage 6 (south of Township).** Timing as above. *Background:* Sequoia Parkway will be continued to a location approximately 600' south of

Township Road to enable development of industrial sites south of Township Road. In November 2006 the Agency approved a Memorandum of Understanding with the Weygandts that establishes funding and cost allocation for the construction of this segment of road.

32. Canby Cinema (Project Popcorn). We believe an agreement has been reached with property owners to develop the Canby Cinema in the desired downtown location.

Background: The Urban Renewal District has agreed to complete street improvements adjacent to this major redevelopment project, and is considering providing a public parking lot to assist with moving the project forward.

33. Activity in Canby Pioneer Industrial Park. Following is the status of the projects currently underway that are in the public realm. We continue to work on a variety of other leads and projects that remain confidential at this point.

- a. **Trend Business Center (4 acres – Sequoia Parkway):** Trend is starting the process to build additional buildings now that the first two are fully occupied.
- b. **Root Holdings (9 to 13 acres – Hazel Dell Way):** Grading has been done and the project . *Background:* Gordon Root, an investor from West Linn, has acquired most of the remaining property between Hazel Dell Way and SE First Avenue. He is interested in a Comprehensive Plan Amendment to rezone this area to commercial, and has met with the Planning Commission, CBD Board, and Chamber Board to refine his ideas. Our goal is to ensure the project does not conflict or compete with the downtown core, so Mr. Root is focusing on users that would not fit downtown – such as a hotel and medium box stores.
- c. **American Steel (10 acres – Township Road):** Construction has started and American Steel is hoping to be open in summer 2008.
- d. **Wilco (5 acres – Sequoia Parkway):** Site work is underway with completion scheduled for mid-2008.
- e. **Kendal Floral (6 acres – Hazel Dell Way):** The Planning Commission has approved the design of this 132,000 s.f. industrial building, which is expected to move to the preconstruction stage soon.

NEW LAND USE APPLICATIONS, November and December 2007

Application activity continues to be low. In addition to the single Type III application below, we received 8 minor applications such as modifications, preconstructions, parking lot paving projects, lot line adjustments, and minor variances.

MLP 07-08 (Milne) – A minor partition of property with existing structures on N. Maple Street.

HOUSING UNITS WITH BUILDING PERMITS

For Month Ending December 31, 2007

YEAR	SFR*	MH*	MFR*	TOTAL*
1977	205	0	160	365
1978	157	0	22	179
1979	64	0	12	76
1980	49	0	5	54
1981	29	0	24	53
1982	12	0	38	50
1983	7	0	0	7
1984	21	0	0	21
1985	21	20	0	41
1986	22	46	0	68
1987	37	34	0	71
1988	40	10	1	51
1989	47	6	37	90
1990	85	6	42	133
1991	84	21	10	115
1992	69	8	9	86
1993	108	32	59	199
1994	150	38	34	222
1995	51	54	58	163
1996	71	53	104	228
1997	89	25	189	303
1998	77	4	24	105
1999	139	3	62	204
2000	96	3	17	116
2001	122	0	13	135
2002	131	2	104	237
2003	85	1	72	158
2004	61	3	52	116
2005	123	2	4	129
2006	201	3	1	205
2007	73	3	0	76
TOTAL	SFR	MH	MFR	TOTAL
1977 - 2007	2526	377	1153	4056
% of Total	62.3%	9.3%	28.4%	

2007				
MONTH	SFR*	MH*	MFR*	TOTAL*
Jan	2	1	0	3
Feb	1	0	0	4
Mar	26	0	0	30
Apr	6	0	0	36
May	6	0	0	42
Jun	6	0	0	48
Jul	10	1	0	59
Aug	8	1	0	68
Sep	3	0	0	71
Oct	3	0	0	74
Nov	2	0	0	76
Dec	0	0	0	76
Total	73	3	0	76
% of Total	96.1%	3.9%	0.0%	

* Totals do not include demolitions or replacements.

* Duplexes are included as MFR.

SFR = Single Family Residential

MH = Manufactured Housing

MFR = Multi-Family Residential

TOTAL	SFR	MH	MFR	TOTAL
1980 - 1989	285	116	105	506
% of Total	56.3%	22.9%	20.8%	
1990 - 1999	923	244	591	1758
% of Total	52.5%	13.9%	33.6%	
2000 - 2007	892	17	263	1172
% of Total	76.1%	1.5%	22.4%	

* Totals do not include demolitions or replacements; identifies total number of new dwelling units not new permits.

Canby Development

Monthly Report

November - December 2007

BUILDING PERMIT DATA				
PERMIT TYPE	PERMITS ISSUED		VALUATION	
	Nov	Dec	Nov	Dec
BUILDING PERMITS - SFR	2	-	\$496,239	\$0
BUILDING PERMITS MULTIFAMILY	-	-	\$0	\$0
MECHANICAL	18	8	\$0	\$0
ADDITIONS NONRESIDENTIAL	3	1	\$56,947	\$100,000
ADDITIONS RESIDENTIAL	2	4	\$20,231	\$60,883
OTHER	14	9	\$91,572	\$13,577,372
MONTH	39	22	\$664,989	\$13,738,255
YEAR	509	531	\$29,712,237	\$43,450,492

SDC FEES AND CHARGES UPDATE			
	MONTH		YEAR
	Nov	Dec	
Stormwater Fees	170	9,485	19,639
Sewer SDC Fees	2,200	34,440	211,788
Construction Excise Tax	2,616	75	65,440
Parks SDC Fees	4,725	20,749	287,081
Transportation Improvement	2,267	246,224	499,347
Planning Department Fees	715	1,128	9,658
Advanced Financing	3,383	-	9,955
Business License	-	-	200
Building Department Fees	2,821	35,495	138,070

INSPECTIONS		
	Nov	Dec
MONTH	283	206
YEAR	3,785	3,991

Cemetery Sales Review															
2003-2004	Jul-03	Aug-03	Sep-03	Oct-03	Nov-03	Dec-03	Jan-04	Feb-04	Mar-04	Apr-04	May-04	Jun-04	Total		
Cemetery Plot (preneed)	3	3	1	4	1	2	3	2	4	1		5	29		
Cemetery Plot (full size)		2	1		1	3	4		2	2	1		16		
Cemetery Plot (not full size)		1		2	3						4		10		
Mausoleum Space (preneed)										2			2		
Mausoleum Space					2	2		1					5		
Niche Space (preneed)	2				1				2	1	3	4	13		
Niche Space					1								1		
Grave Open & Close (full)		3	4	1	3	8	9	2	4	4	6	3	47		
Grave Open & Close (cremains)	1	2		2	1	3	1			2	1	2	15		
Maus Open & Close		1			1	1					1		4		
Niche Open & Close		3		1	1								5		
Liner			3	1	1	6	6	1	2	3	5	1	29		
Weekend		2				2			2		2		8		
2004-2005	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Total	Change from prior year	
Cemetery Plot (preneed)	2	2	2	6	2	1	9	1	2	6	2	5	40	11	
Cemetery Plot (full size)		1	3	1		1	2	1			1	1	11	-5	
Cemetery Plot (not full size)		1	1								1	1	4	-6	
Mausoleum Space (preneed)												2	2	0	
Mausoleum Space			2										2	-3	
Niche Space (preneed)	2				1		1	2	3			3	12	-1	
Niche Space					1		2		1	1		1	6	5	
Grave Open & Close (full)	1	4	7	5	5	2	8	4	5	2	2	5	50	3	
Grave Open & Close (cremains)	2	2	4	1	1	2	2	1	5	3		1	24	9	
Maus Open & Close			2						3			1	6	2	
Niche Open & Close	1		2		1		2	1	2	1		1	11	6	
Liner	2	3	2	5	3	4	5	3	4			3	34	5	
Weekend		3				1		1	2		2	2	11	3	
2005-2006	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Total	Change from prior year	
			Price increases effective September 1, 2005												
Cemetery Plot (preneed)	2	33			1		2	2		1		1	42	2	
Cemetery Plot (full size)	1	2					2				1	2	8	-3	
Cemetery Plot (not full size)		2						5			2		9	5	
Mausoleum Space (preneed)						2							2	0	
Mausoleum Space												1	1	-1	
Niche Space (preneed)		4							2	1			7	-5	
Niche Space		3	1							1			5	-1	
Grave Open & Close (full)	2	5	1		4	1	5	3	3		6	7	37	-13	
Grave Open & Close (cremains)	3	2			4	1	1	5	3	1	1		21	-3	
Maus Open & Close									1			1	1	-5	
Niche Open & Close	2	2	2	1	1			1	1	1		1	12	1	
Liner	2	3	1		3		3	1	1		3	6	23	-11	
Weekend	3	1			3		1	1					9	-2	
2006-2007	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Total	Change from prior year	
Cemetery Plot (preneed)	2		1	2				2	1	3			11	-31	
Cemetery Plot (full size)			1	1	1	1	1	1		2			8	0	
Cemetery Plot (not full size)		1				3	1		1			4	10	1	
Mausoleum Space (preneed)	2										1	2	5	3	
Mausoleum Space									1				1	0	
Niche Space (preneed)	4	1		2	2		3	1	7		10		30	23	
Niche Space							1				1		2	-3	
Grave Open & Close (full)	2	2	3	3	2	4	7	3	1	3	1	1	32	-5	
Grave Open & Close (cremains)	1	5	1		1	2		1		3		4	18	-3	
Maus Open & Close				1					1				2	1	
Niche Open & Close		1	1	2	1		1	2	1	1	3		13	1	
Liner	1	2	1	3	2	3	4	2	1	3	1	1	24	1	
Weekend				1	2	1	1	1		1		1	8	-1	
2007-2008	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Total	Change from prior year	
Cemetery Plot (preneed)	2												2	-9	
Cemetery Plot (full size)			3										3	-5	
Cemetery Plot (not full size)					2								2	-8	
Mausoleum Space (preneed)													0	-5	
Mausoleum Space													0	-1	
Niche Space (preneed)			1	3									4	-26	
Niche Space			1										1	-1	
Grave Open & Close (full)	2	1	5	3	2	1							14	-18	
Grave Open & Close (cremains)	1	3			3								7	-11	
Maus Open & Close				2									2	0	
Niche Open & Close	2		1										3	-10	
Liner		2	1	3	2	1							9	-15	
Weekend	1		1	1									3	-5	

City of Canby Monthly Report

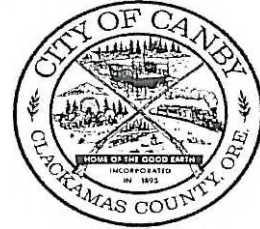
Department: Court

For Month of: November & December, 2007
Date prepared: January 7, 2008
From: Chaunee Seifried, Finance and Court Services Director
Through: Mark Adcock, City Administrator
Prepared by: Kathy Mashek, Court Clerk

- ! 15 attended the seatbelt class for the month of November. This generated \$300.00 towards the purchase of helmets. There was no seatbelt class for the month of December.
- ! Court trials for the months of November & December were held for 31 defendants. This required 11 officers, at various times, to come to testify.
- ! 496 cases were filed and 540 cases were concluded during these months.
- ! Revenue for the both months was \$106,451.00. Out of this amount, Oregon Department of Revenue received checks totaling \$8,103.46, Oregon Judicial Department \$594.00 and Clackamas County received \$2,329.00.
- ! 74 defendants appeared with attorneys. With the defendants there were a total of 9 different attorneys present.

CANBY PUBLIC LIBRARY
BI-MONTHLY REPORT
November - December 2007

TO: Honorable Mayor Thompson
and City Council
FROM: Mark Adcock, City Administrator
Beth Saul, Library Director
PREPARED BY: Marty Moretty, Library Supervisor
DATE: January 8, 2008



Facility:

- *Public access computers (PACs) were installed by Network and there was a cost savings in using mini-towers for that purpose.
- *Envisionware is an internet timeout software that is being tweaked with the planned installation countywide after the first of the new year. It will be a learning experience for staff and patrons but once it is in use, it will hopefully free up staff at the internets since it will allow patrons to use their library card number to log themselves in for a designated period of time daily.
- *Doyle Higley of Higley Cabinets delivered new wooden shelving sectionals for the adult fiction section thanks to a donation from the Friends. A student volunteer has graciously started the tedious shifting process - it's hard to imagine how we managed to squeeze in another book before they arrived. This will hopefully give us a little "wiggle room" in that area.
- *An electrical switch problem made for some anxious moments at closing on the evening most all of us were enjoying ourselves at the Volunteer Appreciation dinner at the Canby Adult Center. Linda ended up having to call 9-1-1 and after the fire department left, we were without lights in the main library. Fortunately a quick fix by the electrician the next day allowed the library to open at the regular time but the event certainly made for some quick decisions.

Staff:

- *As Canby Library's representative, Hanna is now attending the Library Marketing Committee for promoting library services countywide as a tool to educate patrons.
- *Linda and Marty attended a special meeting of the Automation Committee to see what policies and practices each library is

using and if there is the possibility of standardizing some of these so there is more consistency countywide. It will also be a good housekeeping measure prior to the new system being implemented.

Programs:

- *Family Nite was held on the 4th Thursday of November with "Konzert for Kidz" featuring holiday music.
- *The November Family Movie night was the new theatrical release of "Meet the Robinsons" and the December movie was "Ratatouille".
- *A special program was held on December 17th with entertainment provided by the Cascade Harmony Chorus made possible by a generous patron donation. The Friends provided hors d'oeuvres, sparkling cider, a great book sale, and made it a very "festive" event. The room had to be cleared out to accommodate the over 35 member chorus and thanks to the City's public works crew, the group stood on risers. The music certainly should have put all who heard it in the holiday mood. Artist Stephanie Gillette who currently has her work on display through December was also here with some sketches.
- *Library patron Aubra Penner continued her knitting class here into November and many are waiting for her to repeat the class.
- *A donation from an anonymous patron of a beautiful stained glass hanging is being raffled off for the months of Nov-Dec with the drawing just before Christmas. Congratulations to June Ball.

Grants:

- *The Ready to Read Grant will now provide the funding for the upcoming summer reading programs of '08.

*Volunteers:

- *Contributed 413.5 hours for November and 369 hours for December assisting in shelving, sorting, pick lists, cataloging and processing, book mending, programs, shelf shifting, and cleaning.
- *Robert Koehler has graciously accepted and been appointed to serve on the Library Board so now the board is complete. Welcome aboard and thanks to all the members for their dedicated service.

Friends of the Library:

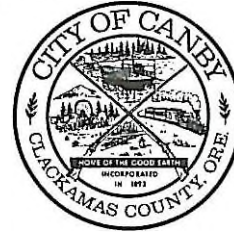
- *Sorting and shelving donations three times a week.
- *The Friends Board authorized payment for much needed shelving in the Adult Fiction area and additional storage and seating items for the children's room.

- *Friends have had several smaller booksales continuing and whenever there's a sale table in the lobby, sales soar. Great displays featuring holiday books, decorations for the season, and ever-changing items have increased sales. Every month I think the can't top that - and then they do - December netted over \$2000 in sales! The crew works tirelessly and is averaging restocking 2-3 times a week. Most of the books are now priced which helps staff greatly when adding up the sales at the checkout area. Prices went up in September but patrons don't complain - after all, it's still the best bargain in town!
- *Book club reviewed "Three Cups of Tea" by Greg Mortenson for November and "Teacher Man" by Frank McCourt for December. The group is growing by leaps and bounds with a steady stream of new, enthusiastic faces. Thanks Dale and Eleanor.
- *Friends and volunteers attended a gathering in November to make all the Friends groups aware of a committee that has been formed (Keep Our Libraries Open - KOLO) and encouraging this core group to start taking united steps to inform users, supporters, and the public.

City of Canby Monthly Report

Department: Police Department

To: Mark Adcock, City Administrator
From: Greg Kroeplin, Police Chief
For Months Of: November 2007 - December 2007



Community Activities

- 11/1/2007 Oregon City / 4th Annual Business Breakfast-Oregon Impact, Chief Kroeplin
- 11/1/2007 Canby Adult Center / Volunteer in serving lunch, Lt. Tro
- 11/6/2007 Canby PD / Tour for local Boy Scouts, Sgt. Cunningham
- 11/13/2007 Canby PD / Tour for Local Cub Scouts, Officer Warren assisted by Officer Macom
- 11/14/2007 Eccles School / Kiwanis Terrific Kid Presentation, Chief Kroeplin
- 11/15/2007 Baker Prairie Middle School / Drug Awareness Presentation, Detective Murphy
- 11/15/2007 Knight Elementary School / Kiwanis Teriffic Kid Presentation, Chief Kroeplin
- 11/16/2007 Canby High School / Mock Interviews, Chief Kroeplin
- 11/16/2007 Cutsforth's Thriftway / K-9 presentation to Canby Rotary Club, Officer Warren and Officer Mead
- 11/29/2007 Eccles School / Kiwanis Terrific Kids Presentation, Chief Kroeplin
- 12/1/2007 Oregon City / CCSO Deputy John Naab's Retirement Party, Chief Kroeplin and Sgt. Schoenfeld
- 12/4/2007 Canby Grove Conference Center / Chamber Holiday Luncheon, Chief Kroeplin and Toni Tracy
- 12/6/2007 Canby Adult Center / Assist in serving lunch, Lt. Tro
- 12/7/2007 Season's Grill / "Lunch with the Chief" Kylo Auction Fundraiser, Chief Kroeplin and Lt. Tro
- 12/8/2007 Clackamas County Fairgrounds / Breakfast with Santa, Lt. Tro, Sgt. Schoenfeld, and Officer Macom

Community Activities

- 12/13/2007 Snap Fitness / Official Ribbon Cutting Ceremony, Chief Kroeplin and Lt. Tro
- 12/18/2007 Canby High School / Verbal Presentation to Driver's Education Class, Sgt. Cunningham and Officer Macom
- 12/19/2007 Lee School / Kiwanis Terrific Kids, Chief Kroeplin
- 12/21/2007 Modcom Building in Canby / Assist with Kiwanis Food and Toy Drive, Chief Kroeplin

Department Activity

- 11/6/2007 City Hall / A/E Selection Committee Meeting, Chief Kroeplin and Lt. Tro
- 11/16/2007 Canby PD / Tour of Police Department with architect firm Group McKenzie, Lt. Tro
- 11/16/2007 Canby PD / Tour of Police Department with architect firm Robertson & Sherwood Architects, Lt. Tro
- 11/28/2007 Canby PD / Booking Room Sprinkler System upgrades to be in compliance with Accreditation Standard
- 11/30/2007 DUII Grant
Seatbelt Grant
Gang Suppression Grant
Underage Drinking Grant
Law Enforcement Terrorism Prevention Program (LETPP) - (Communications)
- 11/30/2007 Reserve Officer Hours for November 2007
*127.0
- 12/5/2007 Canby PD / Fire Inspection, Lt. Tro
- 12/18/2007 Canby PD / Oregon Accreditation Alliance (OAA) - Re-accreditation started with Joe Simon from OAA
- 12/19/2007 Canby PD / Oregon Accreditation Alliance (OAA) - Re-accreditation completed with Joe Simon from OAA
- 12/21/2007 Woodburn / Tour Woodburn PD with Project Manager, Tony Helbling, Group Mackenzie, Chief Kropelin, Lt. Tro, Sgt. Schoenfeld, and Toni Tracy
- 12/31/2007 Reserve Officer Hours for December 2007
*91.50

Meetings

11/1/2007 City Hall / Wi-Fi Meeting, Chief Kroeplin
11/5/2007 Cutsforth's Thriftway / Kiwanis Meeting, Chief Kroeplin
11/6/2007 Canby PD / Meeting regarding Gang Grant, Lt. Tro
11/6/2007 Oregon City / Monthly Chief's Meeting, Chief Kroeplin
11/7/2007 City Hall / Weekly meeting with Mr. Adcock regarding PD Operations, Chief Kroeplin
11/7/2007 PD / Staff Meeting, (Bill Roberts-New Chaplain attended) Chief Kroeplin, Lt. Tro, and Sergeants
11/8/2007 CC PSTC / C.C.C.J.C. Meeting, Chief Kroeplin
11/9/2007 Miller's Restaurant / Kiwanis Foundation Board Meeting, Chief Kroeplin
11/9/2007 Starbucks / Meeting regarding The Center, Lt. Tro
11/9/2007 Cutsforth's Thriftway / Rotary Meeting, Lt. Tro
11/12/2007 Cutsforth's Thriftway / Kiwanis Meeting, Chief Kroeplin
11/13/2007 City Hall / Agenda Meeting, Chief Kroeplin
11/13/2007 Lee School / PTA Meeting, Lt. Tro and Officer Di Cenzo
11/14/2007 Canby PD / Staff Meeting, Chief Kroeplin, Lt. Tro, and Sergeants
11/14/2007 Canby Regency / Neighborhood Watch Meeting, Don Hemstreet
11/14/2007 City Hall / Meeting with Amanda regarding AFSME Contract, Lt. Tro
11/14/2007 City Hall / Weekly meeting with Mark Adcock regarding PD Operations, Chief Kroeplin
11/15/2007 CCOM / Homeland Security Task Force, Lt. Tro
11/16/2007 Cutsforth's Thriftway / Rotary Meeting, Lt. Tro
11/21/2007 Clackamas County Fairgrounds / EOC Meeting, Lt. Tro
11/26/2007 City Hall / Architect Interviews, Chief Kroeplin, Lt. Tro, and Toni Tracy
11/27/2007 Wild Hare / Meeting with School Superintendent Deborah Sommer regarding school issues, Chief Kroeplin and Lt. Tro
11/28/2007 CCOM / CCOM Member Board Meeting, Chief Kroeplin
11/28/2007 Oregon City / Domestic Violence Forum, Chief Kroeplin
11/28/2007 CCOM / C800 Meeting, Chief Kroeplin
11/28/2007 City Hall / Weekly meeting with Mark Adcock regarding PD Operations, Chief Kroeplin

Meetings

- 11/29/2007 Miller's Restaurant / Meeting with Captain John Naab regarding interagency agreement, Chief Kroeplin and Lt. Tro
- 11/30/2007 Canby PD / Meeting with Project Manager Bill Harper regarding update on progress new police/court facility, Chief Kroeplin, Toni Tracy, and Sgt. Schoenfeld
- 12/3/2007 Miller's Restaurant / Meeting with Karen Hill, Chief Kroeplin
- 12/3/2007 Cutsforth's Thriftway / Kiwanis Meeting, Chief Kroeplin
- 12/5/2007 City Hall / Weekly meeting with Mark Adcock regarding PD Operations, Chief Kroeplin
- 12/5/2007 CCOM / E.O.C. Meeting, Lt. Tro
- 12/6/2007 Miller's Restaurant / Kiwanis Foundation Meeting, Chief Kroeplin
- 12/6/2007 City Hall / Post Agenda Meeting, Chief Kroeplin
- 12/6/2007 Oregon City / CCITF Meeting, Chief Kroeplin
- 12/7/2007 Cutsforth's Thriftway / Rotary Meeting, Lt. Tro
- 12/7/2007 City Hall / "Kick-off" meeting with Group Mackenzie, Chief Kroeplin, Lt. Tro, and Toni Tracy
- 12/7/2007 Canby PD / Meeting with OLCC Applicant, Chief Kroeplin
- 12/10/2007 Cutsforth's Thriftway / Kiwanis Meeting, Chief Kroeplin
- 12/11/2007 Canby Utility Board Room / E.O.C. Meeting, Lt. Tro and Toni Tracy
- 12/12/2007 Canby PD / Staff Meeting, Chief Kroeplin, Lt. Tro, Sergeants, and Toni Tracy
- 12/13/2007 Starbucks / Meeting with Regina from C.C. Family Violence, Chief Kroeplin and Lt. Tro
- 12/13/2007 Clackamas / C.C.C.J.C, Chief Kroeplin
- 12/14/2007 Canby PD / Weekly meeting with Project Manager Bill Harper, Chief Kroeplin, Lt. Tro, Sgt. Schoenfeld, and Toni Tracy
- 12/19/2007 Canby PD / Meeting with Beth Saul to discuss Fleet Services, Chief Kroeplin and Lt. Tro
- 12/20/2007 Canby PD / Meeting with Cynthia Thompson, Julie Wehling, and Duane Barnes regarding Fleet Services, Chief Kroeplin and Lt. Tro
- 12/26/2007 City Hall / Weekly meeting with Mark Adcock regarding PD Operations, Chief Kroeplin
- 12/26/2007 Canby PD / Staff meeting, Chief Kroeplin, Acting Lt. Schoenfeld, Sergeants Sommer and Cunningham, and Toni Tracy

Meetings

- 12/28/2007 Canby PD / Weekly meeting with Project Manager Bill Harper, Toni Tracy
12/31/2007 Cutsforth's Thriftway / Kiwanis Meeting, Chief Kroeplin

Monthly Stats

- 11/30/2007 November 2007 - Department Stats
*Calls for Service / 1219
*Crime Reports / 54
*Adult Arrests / 82
*Juvenile Custody / 10
*Injury Crashes / 0
*Non-Injury Crashes / 7
*Citations Issued / 317
*Front Counter contacts / 83
11/30/2007 Gang Related Calls / November 2007 - 16
12/31/2007 December 2007 - Department Stats
*Calls for Service / 1243
*Crime Reports / 50
*Adult Arrests / 78
*Juvenile Custody / 7
*Injury Crashes / 5
*Non-Injury Crashes / 7
*Citations Issued / 270
*Front Counter contacts / 110
12/31/2007 Gang Related Calls / December 2007 - 13

Other Activities

- 12/18/2007 Council Chambers / City Holiday Get Together, Police Department Staff

Training

- 12/6/2007 Oregon City / Mandatory D.A. Training, Sworn Officers
12/6/2007 Oregon City / Mandatory D.A. Training, Sworn Officers
12/28/2007 Canby Gun Club / Annual mandatory Taser and Les Lethal re-certification, All Sworn and Reserve Officers

Training

12/31/2007 Oregon City Area / Mandatory Canine training, 16.5 hours, Canine Units

Bi-Monthly Report

From: Eric Laitinen, Aquatic Program Manager

Date: January 7, 2008

Re: November and December 07 Report

The Canby Swim Center is in full swing with winter. The last two months have been full of activity. The morning programs are doing very well, and evening programs are good, but the holidays took out a couple of days during the week this year which can make a difference in the overall numbers. Attendance is still down for the year, November numbers were down but considering the holidays December attendance was very good. Now that the new year has come, the attendance should do a little catch up. We have schools coming in from now until the end of the school year most every week. Revenue numbers mirrored the attendance in November and December. November was down \$1,300.00 but December revenue was up about \$1,200.00 so it came out pretty close in the end. For the year we are behind just less than \$500.00, with a good January we could make that up.

The Canby High School swim team is in full swing and is doing well as of today the Canby Girls are three and one. The boy's team is two and two. The next two Thursdays we have home meets here with Tualatin and McMinnville at 4:30pm.

The Canby Gators hosted a couple of their traditional meets, the Canby Ford Mile Open, and the 26th Annual Animal Meet. Both meets were well attended and were some great successes. One of the Canby Gators even took home one of the first place trophies in the Canby Animal Meet. Michael Hargitt finished first the 13 and over boys Canby Animal Meet.

Coming up the Gators will be hosting the Canby Open for kids and The Master's Animal Meet for adult swimmers over the weekend of January 26 and 27. It has been a great addition the meet schedule when the Canby Swim Club made a connection with the Oregon Masters and added the Master's Animal Meet. There are three different distances of events and the meet will start at about 2pm on Saturday, January 26.

FROM : ERIC LAITINEN, AQUATIC PROGRAM MANAGER
 SUBJECT: MONTHLY REPORT FOR NOVEMBER 2007
 DATE: JANUARY 7, 2008

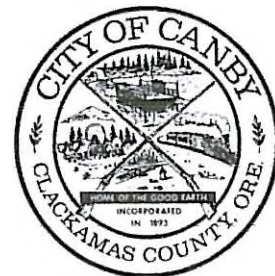
	ADMIT	ADMIT	PASS	PASS	TOTAL	TOTAL	YTD TOTAL	YTD TOTAL
CANBY SWIM CENTER	2006	2007	2006	2007	2006	2007	06-07	07-08
NOVEMBER 2007								
MORNING LAP	22	37	200	215	222	252	1187	1346
ADULT RECREATION SWIM	39	43	472	459	511	502	2614	2886
MORNING WATER EXERCISE	241	231	0	0	241	231	1125	1260
PARENT/ CHILD	60	82	0	0	60	82	952	1043
MORNING PUBLIC LESSONS	201	78	0	0	201	78	3740	3538
SCHOOL LESSONS	453	40	0	0	453	40	1623	167
NOON LAP	42	71	169	132	211	203	948	998
FAMILY SWIM	0	0	0	0	0	0	0	0
AFTERNOON PUBLIC	248	123	19	12	267	135	2365	2164
PENGUIN CLUB	0	0	0	0	0	0	1469	1208
CANBY H.S. SWIM TEAM	0	0	629	583	629	583	629	583
CANBY GATORS	0	0	868	758	868	758	3086	2798
MASTER SWIMMING	6	0	56	46	62	46	62	147
EVENING LESSONS	313	204	0	0	313	204	4153	3623
EVENING LAP SWIM	49	35	33	19	82	54	450	516
EVENING PUBLIC SWIM	225	189	45	12	270	201	2663	2371
EVENING WATER EXERCISE	76	66	0	0	76	66	456	420
ADULT LESSONS	0	0	0	0	0	0	24	75
GROUPS AND RENTALS	481	463	0	0	481	463	1608	1599
KAYAK	0	4	0	0	0	4	0	14
OUTREACH SWIMMING	0	0	0	0	0	0	589	489
TOTAL ATTENDANCE	2,456	1,666	2,491	2,236	4,947	3,902	29743	27245

SUBJECT: MONTHLY REPORT FOR DECEMBER 2007
 DATE: JANUARY 7, 2008

	ADMIT	ADMIT	PASS	PASS	TOTAL	TOTAL	YTD TOTAL	YTD TOTAL
CANBY SWIM CENTER	2006	2007	2006	2007	2006	2007	06-07	07-08
DECEMBER 2007								
MORNING LAP	21	31	199	188	220	219	1407	1565
ADULT RECREATION SWIM	26	32	381	383	407	415	3021	3301
MORNING WATER EXERCISE	186	227	0	0	186	227	1311	1487
PARENT/ CHILD	14	0	0	0	14	0	966	1043
MORNING PUBLIC LESSONS	0	0	0	0	0	0	3740	3538
SCHOOL LESSONS	100	218	0	0	100	218	1723	385
NOON LAP	40	74	156	137	196	211	1144	1209
FAMILY SWIM	0	0	0	0	0	0	0	0
AFTERNOON PUBLIC	191	142	12	7	203	149	2568	2313
PENGUIN CLUB	0	0	0	0	0	0	1469	1208
CANBY H.S. SWIM TEAM	0	0	619	592	619	592	1248	1175
CANBY GATORS	0	0	753	654	753	654	3839	3452
MASTER SWIMMING	3	16	33	20	36	36	98	183
EVENING LESSONS	294	169	0	0	294	169	4447	3792
EVENING LAP SWIM	25	22	21	9	46	31	496	547

EVENING PUBLIC SWIM	190	198	34	33	224	231	2887	2602
EVENING WATER EXERCISE	49	36	0	0	49	36	505	456
ADULT LESSONS	0	0	0	0	0	0	24	75
GROUPS AND RENTALS	363	494	0	0	363	494	1971	2093
KAYAK	0	3	0	0	0	3	0	17
OUTREACH SWIMMING	0	0	0	0	0	0	589	489
TOTAL ATTENDANCE	1,502	1,662	2,208	2,023	3,710	3,685	33453	30930

PUBLIC WORKS UPDATE



TO: *Honorable Mayor Thompson and City Council*
FROM: *Dwayne Barnes, Public Works Operations Manager*
DATE: *January 7, 2008*
THROUGH: *Mark C. Adcock, City Administrator*
RE: *Public Works Operations Bi-Monthly Report*

November 12th 2007 was my first day as Public Works Operations Manager. Since that time I have been meeting city staff and learning city procedures. Without exception I have found everyone welcoming and helpful.

November and December 2007 were marked for the most part with routine maintenances tasks with the exception of the breakdown of the screw conveyor system at the wastewater treatment plant. Peterson Equipment has been fabricating the new conveyor system and should be complete by the end of January. I would like to include that since the conveyor system breakdown Canby Disposal has been hauling the sludge away in large dumpsters and transporting to a landfill at no extra cost to the City. This process will continue until the new conveyor system is on-line.

In December a Job Announcement was posted for two maintenance worker positions in the department. We had an overwhelming response with over sixty applications submitted. Interviews are scheduled for Thursday January 10th. Other projects on my list include updating and expanding our public works design standards and right-of-way construction permit application, procedures and repair requirements.

Please find below a bullet list of tasks compiled from Dan Mickelsen's daily log and staff work logs for the November/December 2007 time period followed by status reports for the Wastewater Treatment Plant by Darvin Tramel and Parks Maintenance by Jeff Snyder.

Public Works Report

For Months of: November - December 2007

Date: January 2, 2008

Prepared by: Dan Mickelsen, Lead Worker Street Department

November 1-30, 2007

Streets:

- Swept streets, heavy leafed residential streets, 11/1/07.
- Swept streets, 11/6/07.
- Cleaned up and rocked pedestrian path at 675 NW 12th Ave.
- Swept streets, 1-man sweeping and 1-man using leaf blower and 1-man driving the dump truck, 11/8/07.
- Swept streets down town, 11/9/07.
- Swept streets, still picking up heavy leaf debris, 11/13/07.

- Swept street, using 2 men, 11/14/07.
- Trimmed bushes (vision clearance) in alley between NE 2nd and 3rd at N Juniper St.
- Check on parking issues at N Redwood and NE 11th Ave (Garden Crossing).
- Swept down town and some side streets, 11/16/07.
- Swept streets part day, 11/28/07.
- Repaired or fixed (32) complaint forms for the month of November.
- Completed (17) locates for the month of November.

Sewer, Storm System and Erosion:

- Treated Shopping Center lift station and 11th and N Pine lift station with degreaser.
- Citizen complaint on political signs that were broken up and jammed in a catch basin. Removed debris from catch basin.
- Met with citizen having sewer problems on NW 13th Ave.
- Pulled both pumps at NW 3rd and N Baker lift station.
- Cleaned catch basins and storms lines in Graham Building parking lot.
- Cleaned catch basins and storms lines on N Maple Court.
- Helped citizen dig up blocked sewer line at 186 NE 9th Ave.
- Demonstration for dry well cleaner; cleaned dry well on N Baker.
- Worked on American Steel's sanitary issues.
- Handled punch list problems with Darcie Estates. Seed mix, shrubs in swale and around pond.
- Helped Parks by water jetting the storm line at Maple Park.
- Pulled both pumps at NW 3rd and N Baker lift station.
- Looked at sewer problem at Redwood Terrace Apts, problem was internal.
- Witnessed mandrel pull at Dinsmore Estates.
- Unplugged numerous catch basins.
- Checked on Hazeldell lift station.
- Removed catch basin filter and tried to pump down water on Sequoia Parkway.
- Pulled both pumps at NE 3rd and N Baker lift station.
- Completed huge sewer locates for Canby Telcom.
- TV'd storm line on Hazeldell Way and Sequoia Parkway.
- TV'd part of the sewer mains at Dinsmore Estates.
- Did repair work and assisted electrician at Shopping Center lift station.
- TV'd sewer main line with push camera on N Aspen part of big locate for Canby Telcom.
- Did sewer tap inspection twice for Habitat for Humanity site.
- Did two separate sewer tap inspections for Jason Bristol job on NW 4th Ave.
- Inspected and completed (6) erosion control applications and permits for the month of November.
- Inspected (7) sewer lateral hook ups for the month of November.

Street Sign/Trees/Lights:

- Citizen complaint about no parking on SW 3rd Ave. site is already signed, need to call the PD.

- Replaced stop sign and post at Township Road and S Walnut St.
- Cut back fallen tree into alley between NE 2nd and 3rd east of N Juniper St.
- Went over resigning on Territorial Road with crew manager.
- Replaced "Do Not Enter/One Way" sign on N Baker St.
- Repaired/replaced (28) street lights for the month of November.

Miscellaneous:

- Major power outage, checked on emergency lighting at Shop Complex.
- Went to Panda Express job site and completed plan review.
- Dealt with American Steel and Sequoia Parkway.
- Worked on Building D, Trend Development for the Planning Commission.
- Picked up dead cat in downtown.
- Picked up dead possum on N Redwood.
- Letter to ODOT.
- Called out due to power outage on 11/26/07.
- Made citizen contact about tree planting along N Redwood St at Postlewait Estates.
- Employee Hearing tests at Shop Complex.

Meetings attended:

- Attended meeting on right-of-way and utilities for American Steel.
- Set up a meeting about N Maple job with Canby Excavating, Planning and Parks.
- Met with engineers for American Steel on sanitary hook up.
- Met with contractor and developer at 824 N Grant sewer, driveway and sidewalk issues.
- Attended pre-construction meeting for 384 SW 6th Ave.
- Met with Planning about the driveway at 486 S Knott St.
- Attended pre-construction meeting for 486 S Knott St.
- Met with Planning, Parks and Canby Excavating about Logging Road access.
- Attended pre-construction meeting for Panda Express.
- Attended pre-construction meeting for Wilco Farm Stores.

Monthly Report for December 1 – 31, 2007

Streets:

- Hauled street sweeping to Canby Sand and Gravel.
- Closed Sequoia Parkway due to flooding.
- Swept streets, 12/4/07.
- Worked on drainage problems around town.
- Hauled away street sweepings.
- Set up road closed barricades on N Cedar as per police request.
- Picked up barricades.
- Went to Portland to pick up cold mix.
- Cold mixed pot holes around town.
- Swept streets, 12/12/07.

1. Issue/project: Park Renovations

The Maple and Legacy Street Park restrooms received their final building permit inspection approvals from the Building Department on December the 5th.

Staff has been busy at the new restrooms repairing landscaping. Asphaltting of paths and approaches were completed to meet ADA requirements and approval conditions. Installation of signs, shelving and other amenities were completed to ready the buildings for the spring. A couple days of dry weather is the only thing need to groom out the borders around the buildings and install the sod.

PACE Engineering performed land surveying services for the City of Canby to create a topographic and boundary survey at Legacy Park. The survey information was relayed to MIG Inc. who will act as the consultant for the City and perform the construction management that will complete Legacy Park.

2. Issue/Project: Park Maintenance

The mowing season came to a close by the middle of November. Ben trained Michael and Dustin on how to winterize the parks. The shrub beds and planters have been cleaned up for the winter. Two trees blew down and were cleaned up at Arneson Gardens. Parks staff has been busy with tree trimming asset repairs and general winter cleanup.

Regular maintenance was performed at the 24 areas the Parks Department is responsible for, the Adult Center, Arneson Gardens Horticultural Park, Baker Prairie Cemetery, City Hall, Community Park (River), Eco Park natural area, Faist V property, Holly & Territorial welcome sign property, Hulbert's welcome sign property, Library, South Locust Street Park, Logging Road Trail and Fish Eddy/Log Boom property, Maple Street Park, Nineteenth Loop Natural area, Skate Park, Shop Ground, Swim Center, Legacy Park, Territorial Estates Future CLC Park, Transit Building, Transit Bus Stop, Triangle Park, Wait Park & Willow Creek Wetlands.

3. Issue/Project: City Facility Maintenance

Facilities maintenance request forms were received from City Hall (2), Transit (12), Adult Center (2), Police (1), Finance (5) and the Library (6). It took 53 hours to complete the 28 request forms. Ronda Rozzell also had 13.5 hours of administrative time related to facilities maintenance. 66.5 hours total.

4. Issue/Project: Clackamas County Corrections Crews

C.C.C.C. raked leaves and picked up debris at Wait and Community Parks. CCCC performed approximately 384 hours of labor for the City of Canby in the months of November and December.

Meetings attended:

- Ben attended the City of Canby Safety Committee meetings.
- The parks staff attended the crew safety committee meeting, bloodborne pathogen training and earth quake readiness course.
- I attended a meeting with a Chamber of Commerce representative to discuss power needs at Wait Park for the Christmas lighting ceremony.
- Beth, Ignacio, Dwayne and I toured the Parks to help familiarize staff with the park system.
- Dwayne and I attended a meeting with Wild-Cat softball representatives to discuss the final solution for foul ball netting at Maple St. Park.
- I meet with Grant Ferschweiler to discuss his proposed Eagle Scout sign project for the Eco Park.
- Ben took a roof inspector on a tour of the shop complex to prepare a report on the condition of all the metal roofing.

Statistics or other information of interest.

The Parks Department is responsible for 180 acres of property.

The transition from Beth Saul to Dwayne Barnes regarding parks duties was made on November the 13th.

The new Excel Hustler 4600 mower has been order for the parks department.

WWTP Bi-Monthly Report

For Months of: November - December 2007

Date: January 7, 2008

Prepared by: Darvin Tramel, WWTP Supervisor

Facility Operations & Maintenance & Construction:

The water quality for the months of November and December was excellent with no interruption of services or violations for either month. However, we did receive a warning letter from the DEQ for not writing down calibration dates on our effluent flow meter. In order to make sure this doesn't happen again we have implemented a new calibration procedure that incorporates double redundancy for logging of calibration data and will be calibrating on a quarterly basis instead of bi-annual. By doubling the permit required amount of calibration and data logging, I believe that the City has addressed any concerns the DEQ had when issuing the warning letter. This was considered a minor infraction and the DEQ does not intend to take any enforcement action.

Operations at the facility have been consistent as staff focused on preventative maintenance and grounds upkeep during the months of November and December. Maintenance activities for the past two months included the following:

- Drained, inspected and cleaned Primary Clarifier
- Replaced 60 UV lights in disinfection process
- Cleaned and repaired all gutters and down spouts on facility buildings

- Pulled stator and rotor on Seepex pump to evaluate damage
- Replaced a diaphragm on Primary Sludge pump

In December we experienced a major failure of the Seepex pump and auger system, which is used to process biosolids. Staff, management and engineering decided it would be more cost effective to repair the Seepex pump and retro fit the system with a conveyor belt that could be utilized in the Phase III upgrade. While the repairs are being made to the Seepex unit, all biosolids are being shipped to the Riverbend Landfill in Hillsboro. I would like to give a special thank you to Fred Kahut and Canby Recycling for their assistance during this repair process.

Construction activities for the month of November and December included meetings with Curran & McLeod engineering on draft proposals for the design of the Phase III upgrade. Also included in December were some minor engineering for the retro fit of the conveyor system in the Biosolids processing area and focusing on the results from the Fenton Biosolids unit.

NOVEMBER

<u>New Connections:</u>	4	<u>Monthly Averages:</u>	
<u>Total Connections:</u>	5706	<u>Effluent BOD₅:</u>	3 mg/l
<u>Average Flow:</u>	1.0724 mgd	<u>Effluent CBOD₅:</u>	2 mg/l
<u>E. Coli :</u>	5	<u>Effluent TSS:</u>	6 mg/l

DECEMBER

<u>New Connections:</u>	2	<u>Monthly Averages:</u>	
<u>Total Connections:</u>	5708	<u>Effluent BOD₅:</u>	2 mg/l
<u>Average Flow:</u>	1.1213 mgd	<u>Effluent CBOD₅:</u>	2 mg/l
<u>E. Coli :</u>	1	<u>Effluent TSS:</u>	3 mg/l

Biosolids Program:

In November and December the City applied 144 cubic yards of biosolids to the Ingals and Odman properties. Due to the brake down of the Seepex pump, the City hauled 410 yards of dewatered Biosolids to the Riverbend Landfill in Hillsboro. Repairs to the Seepex pump are scheduled to be completed towards the end of January. Once complete, we will return to the normal application of Biosolids to farm acreage.

Pretreatment & Storm Water:

In December I submitted on behalf of the City a new Sewer Use Ordinance with EPA Streamlining changes, a new Pretreatment Enforcement Response Plan, updated Pretreatment Implementation Manual and all the required documents to comply with our 2005 EPA/DEQ Audit. Once reviewed by DEQ, and approved by John Kelley, then I will bring the documents to Council for adoption. These were very large and time consuming documents and I'm glad to be finished with them.

Jeff Crowther continues to move forward with the WPCF permit for stormwater and completion of the City Storm Water Management Plan. I will now focus my attention to the development of the City Total Maximum Daily Load (TMDL) Management plan for the Willamette and Molalla Rivers.

In the past two months staff and I worked on and completed another bi-annual effluent toxicity, bioassay and metals analysis. Included with the bi-annual sampling was an Industrial Inspection and sampling of Johnson Controls. Results will be reported in the January facility report.

Pretreatment inspections for the past two months included Kentucky Fried Chicken and Canby Lanes, also a follow up inspection and report with Quick Wash car wash. Both Jeff and I attended various preconstruction meetings and were involved in plan review for American Steel, Trend Development building D, Panda Express, Wilco Farm store and portions of Sequoia Parkway.

Meetings and Training Attended

I attended meetings with Oregon ACWA, Curran & McLeod Engineering, and City preconstruction meetings. Jeff Crowther attended meetings with the Oregon ACWA UIC committee and various preconstruction meetings. All staff member's participated in our monthly safety meeting.

- Paved N Maple Street Park.
- Set out barricades for gas leak at KB Recycling.
- Picked up barricades at KB Recycling.
- Fill pot holes on NE 5th Ave., NW 10th and N Holly and N Locust.
- Swept streets, 12/06/07.
- Hauled away street sweeping to Canby Sand and Gravel.
- Picked up barricades from Sequoia Parkway.
- Patched chuck holes around town.
- Placed barricades on N Cedar from car going into a house.
- Swept streets, 12/12/07.
- Worked on flooding issues at Sequoia Parkway.
- Hauled away street sweeping debris.
- Dug out and rocked area "Police Parking" on NW 1st Ave.
- Swept streets, 12/19/07/
- Hauled away street sweepings debris.
- Picked up road kill.
- Placed barricades out for street closures on Knights Bridge Rd due to gas leak on NW 8th Way.
- Checked catch basins around town.
- Inspected sidewalk pour at NW 6th Ave.
- Swept SP parking lot, 12/26/07.
- Patched chuck holes around town.
- Repaired or fixed (23) complaint forms for the month of December.
- Completed (14) locates plus subdivision locates for the month of December.

Sewer, Erosion Control and Storm System:

- Cleaned catch basins.
- TV'd the sewer line in the alley between N Elm and N Fir streets, blocked sewer for homeowner 466 NW 3rd Ave.
- TV'd sewer mains at Dinsmore Estates.
- Vactored catch basin at Knights Bridge Rd and N Holly St.
- Vactored then dug up with backhoe Sequoia Parkway storm system, found the problem, notified contractor and backfilled.
- Check catch basins around town.
- Cleaned pumps at NW 3rd and Baker Street lift station.
- Cleaned sewer main on NE 9th, plugged lateral.
- Worked on NE 3rd and N Baker lift station.
- Worded on NW 3rd and N Baker lift station.
- Called Curt McLeod on the Hazeldell lift station communications.
- Unlocked Hazeldell lift station and gave information to the electrician.
- All lift stations went into alarm status, disconnected Hazeldell lift station, communication problem was fixed and problem was solved.
- Completed large locate for Matton Utility on N Maple Ct.
- Worked on contact information for missing man hole test data for DEQ.

- Washed sewer mains on SW 4th to S Birch St.
- Unplugged catch basin on N Aspen and N Baker.
- Unplugged catch basin at Sequoia Parkway.
- Unplugged catch basin at SW 10th and S Elm St.
- Call out on Christmas Eve for an alarm at the Knights Bridge lift station.
- Checked on NW 3rd and Baker lift station.
- Cleaned catch basin at Hazeldell Way.
- TV'd line on 99E and Berg Parkway.
- Inspected and completed (10) erosion control applications and permits for the month of December.
- Inspected (9) sewer lateral hook ups for the month of December.

Street Sign/Trees/Lights:

- Picked up signs for Territorial Rd at Traffic Safety.
- Set temporary stop sign on SE 1st and Hazeldell Way.
- Resigned Territorial Rd from 45 mph to 35 mph.
- Replaced sign posts around town
- Placed "No Truck Route" signs at NW 13th and N Birch.
- Fixed stop sign at N Holly and NW Territorial Rd.
- Made clearance sign for parking bay.
- Removed dead end sign at NW 13th and N Birch St. and replaced with No Trucks sign.
- Worked on street signage for 25 mph sign at Knight Bridge Rd.
- Picked up sign.
- Repaired/replaced (17) street lights for the month of December.

Miscellaneous:

- Cleaned wash rack.
- Went to Traffic Safety to pick up sign order.
- Camera truck demonstration.
- Checked on Knights Bridge Estates work to be done before release of bond money.
- Craig and Dwayne went to West Linn and Newberg.

Meetings attended:

- Attended meeting with HDR and CUB on the backwash ponds.
- Met with Louis, ICON Construction for Knights Bridge Estates.
- Reviewed with Dwayne the Tony Poole site for pre-con.
- Met with engineer on Industrial property.
- Met with Dwayne, John Williams and Bill G. on Clackamas County Roads.
- Met with Jeff Kersey of Kersey Construction on Panda Express sanitary sewer issues.
- Met with WGR engineer on as built for Rite Aid job site.
- Met with Larry H at Hazeldell lift station on programming issues.
- Public Works Report

City of Canby Bi-Monthly Report

Department: Transit



For: the months of November and December 2007

Date: January 7, 2007

Prepared by: Cynthia Thompson

Through: Mark Adcock, City Administrator

1. Funding Issues:

- a. We have been made aware that STF Formula funding provided to entities outside the TriMet District is expected to be decreased in fiscal year 2008/2009 and 2009/2010. CAT can expect anywhere from a 9 percent to 11 percent decrease from this funding source over the next two fiscal years.
- b. BETC (Business Energy Tax Credit): The independent accountant report (CPA letter) was submitted to BETC and we have received notice verifying our eligible costs as per the CPA letter for the period ending June 30, 07. We are actively seeking a pass through partner.
- c. JARC (Job Access Reverse Commute) quarterly report and reimbursement request submitted.
- d. Monthly Elderly and Disabled transportation report for TriMet was submitted.

2. Ridership: CAT provided 123,802 rides during the first 2 quarters of this fiscal year. This is a 15.4 percent increase over the same period in fiscal year 06/07. For the month of November rides were up nearly 23 percent and for the month of December rides were up just over 3 percent.

3. Transit Master Plan:

Three public meetings have been held. Approximately 65 residents have attended the three meetings. Participants were given information about CAT and about the Transit Master Plan. They were encouraged to complete the survey and given an opportunity to share their ideas for improving local and Dial-A-Ride services.

The survey process is wrapping up and results of the general public, riders and employee surveys will be compiled within the week. We are still in the process of surveying the business community and CAT Dial-A-Ride customers. Once the survey results are available for review we

will work with the Transit Advisory Committee, City staff and OHAS staff to devise the new service plan and present the new service plan and the Transit Master Plan to the community for final review at two public meetings.

Completed surveys submitted to date:

Online General Public Survey (English)	34
Online General Public Survey (Spanish)	2
General Public Survey (English)	134
General Public Survey (Spanish)	0
Employee Survey	13
Rider Survey (English)	117
Rider Survey (Spanish)	29
Businesses	0
Dial-A-Ride Customers	0

4. Meetings/Conferences Attended: BCB Associates represented CAT at:

- a. The regular Regional Transportation Coordinating Council meeting
- b. Transit provider meeting with County Commissioner, Lynn Peterson
- c. Two additional meetings regarding out of district Special Transportation Fund (STF) allocations for Fiscal year 2008/2009

5. OHAS/ATU Negotiations

We received notice this morning that OHAS and ATU reached an agreement on their labor contract. As details are made available we will provide a written update to the City Manager.

To: City Council - from Walt Daniels
FY1
MSA
Portland Tribune Friday, January 4, 2008

Street fee will pay off in safety

Is it worth \$4.54 per residential household each month — or less than \$75 for a typical business — to save lives, time and money by upgrading Portland streets?

For Portlanders familiar with the decaying status of the local street system, it ought to be a relatively easy question to answer. In the past two decades, Portland has fallen woefully behind in its ability to keep up with needed street repairs and maintenance.

Without a new, ongoing source of revenue, there's little hope of ever catching up.

EDITORIAL

That's why the Portland City Council — led in this case by Commissioner Sam Adams, who is in charge of transportation — is considering a street maintenance and safety fee to fund road improvements.

Given the enormity of Portland's transportation needs and months of extensive public involvement that the fee already has received, we believe the City Council should listen to further public comment in the next few weeks, tweak the proposal if necessary and then move promptly to implement the fee.

Safety, maintenance needs are huge

New fees never are popular with homeowners or business owners. But before local citizens and businesspeople focus too intently on what the street maintenance and safety fee would cost them, they also ought to consider the high price of the status quo.

An 89-person task force — recruited by the city and known as the Safe, Sound and Green Streets Stakeholder Committee — studied just that question before coming to its recommendation for more funding.

Among other things, that committee concluded that one-third of Portland's busiest streets have pavement in poor condition; the city's overall street-maintenance backlog grows by \$9 million each year; lives are being lost due to lack of funding for safety projects; and the cost of congestion is a major drag on the region's economy.

To address these and other pressing concerns, the committee looked at 23 possible ways to raise revenue for transportation projects.

The street fee was determined to be the most equitable. One advantage of the fee is that it requires everyone who uses the street system, including bus riders and bicyclists, to pay for its upkeep.

Fee is a reasonable option

The street maintenance fee would appear as a \$4.54 per month charge on a residence's sewer and water bill. The charge to businesses would vary. Businesses that generate large numbers of car trips would pay more, while other businesses would pay less.

For three-quarters of the city's commercial establishments, the fee would be under \$75 per month, and they could reduce that amount if they are located near a transit line or if they have employees who take alternative transportation to work.

While the fee is a modest one, it would produce about \$24 million a year that would be used to upgrade Portland streets in poor condition, improve safety at high-crash intersections, synchronize traffic signals, and provide better bicycle and pedestrian corridors.

Nineteen Oregon cities — including Lake Oswego, Tigard, Wilsonville and Tualatin — already have adopted local methods of raising money for transportation.

They recognize that the Legislature, which has not increased the state's gas tax since 1993, may at some time provide additional funding but will never fully address local transportation needs.

For the sake of Portlanders' livability and safety, we believe the City Council should move to enact this fee and begin the long process of once again investing in and improving the city's street system.