

# AGENDA

## CANBY CITY COUNCIL MEETING

March 5, 2008, 7:30 P.M.

Council Chambers

155 NW 2<sup>nd</sup> Avenue

*Mayor Melody Thompson*

*Council President Walt Daniels*

*Councilor Teresa Blackwell*

*Councilor Paul Carlson*

*Councilor Randy Carson*

*Councilor Tony Helbling*

*Councilor Wayne Oliver*

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## CITY COUNCIL MEETING

### 1. CALL TO ORDER

A. Pledge of Allegiance and Moment of Silence

### 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 February 13, 2008 City Council Work Session

B. Approval of Minutes of the February 19, 2008 City Council Work Session

C. Approval of Minutes of the February 20, 2008 City Council Work Session and Regular Meeting

D. Reappointments to the Transit Advisory Committee

Pg. 1

E. Appointment to the Bike & Pedestrian Committee

Pg. 3

**7. RESOLUTIONS & ORDINANCES**

- A. Res. 973, Approving Clackamas County Order to Initiate the Formation of the Clackamas County Library Service District Pg. 4
- B. Ord. 1267, Authorizing Purchase of Road Right-of-Way for the Extension of SE Sequoia Parkway and Declaring an Emergency (2<sup>nd</sup> Reading) Pg. 8
- C. Ord. 1271, Ratifying Contract with Curran-McLeod Engineers for Engineering Services to the Logging Road Bridge Painting Project and Declaring an Emergency Pg. 13
- D. Ord. 1272, Authorizing Contract with Scott Beck Architect for Architectural Services for the Legacy Park Picnic Shelter and Declaring an Emergency Pg. 17

**8. NEW BUSINESS**

**9. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS**

- A. Report on Exemption of Churches from Street Maintenance Fee

**10. CITIZEN INPUT**

**11. ACTION REVIEW**

**12. EXECUTIVE SESSION: ORS 192.660(2)(e) Real Property and ORS 192.660(2)(h) Pending Litigation**

**13. ADJOURN**

\*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Kim Scheafer at 503.266.4021 ext. 233. A copy of this Agenda can be found on the City's web page at [www.ci.canby.or.us](http://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.

Term to expire 3.31.2011

**CITY OF CANBY  
APPLICATION  
BOARD/COMMITTEES/COMMISSIONS/COUNCIL**

Date: 2-9-08  
Name: SANDRA CRANSTON Occupation: HR CONSULTANT  
Home Address: \_\_\_\_\_  
Employer: THE REGENCY GROUP Position: HR BENEFITS CONSULTANT  
Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_  
E-Mail Address: MSC1963@hotmail.com  
For which position are you applying? TRANSIT ADVISORY COMMITTEE

What are your community interests (committees, organizations, special activities)?  
CURRENTLY ON CANBY TRANSIT ADVISORY COMMITTEE

Experience and educational background: CURRENT COMMITTEE MEMBER, CERTIFICATION  
IN HR - PHR, AS OFFICE ADMIN., PREVIOUS EMPLOYMENT WITH GOVT  
AGENCIES INCLUDING METRO AND TRIMET.

Reason for your interest in this position: I USE CAT AS PART OF MY WORK COMMUTE  
SINCE A WHILE - I BELIEVE ITS THE BEST COMMUNITY BUS SERVICE IN THE  
METRO AREA AND SOLVING AS COMMITTEE MEMBER MAKE ME FEEL AS ITS  
A WAY TO SHOW MY SUPPORT.

List any other City or County positions on which you serve or have served: \_\_\_\_\_

Information on any special membership requirements: \_\_\_\_\_

Referred by (if applicable): \_\_\_\_\_

Feel free to attach a copy of your resume and use additional sheets if necessary

**THANK YOU FOR YOUR WILLINGNESS TO SERVE CANBY**

Please return to: City of Canby  
Attn: City Recorder  
182 N Holly Street  
PO Box 930  
Canby, OR 97013

Phone: 503.266.4021 Fax: 503.266.7961 Email: [Scheaferk@ci.canby.or.us](mailto:Scheaferk@ci.canby.or.us)

Note: Please be advised that this information may be made available to anyone upon a public records request and may be viewable on the City's web site.

**RECEIVED**

**FEB 12 2008**

**CITY OF CANBY**

12-4-07



Term to expire 3.31.2011

**CITY OF CANBY  
APPLICATION  
BOARD/COMMITTEES/COMMISSIONS/COUNCIL**

Date: 2/4/08 (retired Jun 1999)

Name: Richard D. Ball Occupation: retired teacher

Home Address: \_\_\_\_\_

Employer: Canby High School Position: HS Math Teacher

Daytime Phone: \_\_\_\_\_ Evening Phone: same

E-Mail Address: rxfball@cs.com

For which position are you applying? CAT advisory committee

What are your community interests (committees, organizations, special activities)? \_\_\_\_\_

President, Cedar Ridge Civic Assn  
member of Canby HS Local School Committee

Experience and educational background: \_\_\_\_\_

30 yrs HS math teaching (14 involved in coaching)  
BS Degree in Math, Portland State College, Jun 1968  
MST " " Math, Portland State University, Jun 1972

Reason for your interest in this position: I've had a real interest in  
public transportation even before CAT was  
formed. I've served on CAT since its  
beginning.

List any other City or County positions on which you serve or have served: \_\_\_\_\_

CAT advisory committee - have served on it since  
its beginning.

Information on any special membership requirements: \_\_\_\_\_

Referred by (if applicable): \_\_\_\_\_

Feel free to attach a copy of your resume and use additional sheets if necessary

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**RECEIVED**

**FEB 14 2008**

**CITY OF CANBY**

12-4-07



Term to Expire 6.30.2010

**CITY OF CANBY  
APPLICATION  
BOARD/COMMITTEES/COMMISSIONS/COUNCIL**

Date: 2/15/08  
Name: Robert Cooperrider Occupation: Retired  
Home Address: \_\_\_\_\_  
Employer: N/A Position: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_  
E-Mail Address: cooperrider@canby.com  
For which position are you applying? Bike & Pedestrian Committee

What are your community interests (committees, organizations, special activities)?  
Volunteer at Canby Adult Center

Experience and educational background: Computer industry manager,  
elementary school teacher, organic farmer,  
president of volunteer organization  
Education: BA, Education degree, Masters work

Reason for your interest in this position: I ride my bike in  
Canby almost daily. I want to make  
sure that Canby is a bike and pedestrian  
friendly town. I am interested in all transportation issues

List any other City or County positions on which you serve or have served: N/A

Information on any special membership requirements: N/A

Referred by (if applicable): N/A

Feel free to attach a copy of your resume and use additional sheets if necessary

**THANK YOU FOR YOUR WILLINGNESS TO SERVE CANBY**

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**RECEIVED**  
**FEB 19 2008**

**CITY OF CANBY**  
12-4-07

**DATE: February 25, 2008**

**MEMO TO: Honorable Mayor Thompson and City Councilors**

**FROM: Beth Saul, General Services Director**

**Through: Mark Adcock, City Administrator**

**RE: Library Board recommendation on County library district**

**Issue:**

The Board of County Commissioners made a presentation to the City Council recently regarding the proposed formation of a county service district for library services. This district would be used to set up permanent, dedicated funding for library services and the funds would be allocated the same way they are now by the County. The Canby Public Library Board reviewed the materials from this presentation and has agreed that the City Council should support the formation of a district for stable library funding. Staff has also reviewed the request for \$10,000 toward a public information effort and believes that factual information should be made available to the citizens.

**Recommendation:**

***Staff recommends that the Canby City Council support the formation of a library district to provide stable funding for library services in Clackamas County, including the Canby Public Library, by approving Resolution 973.***

**Background:**

Since 1977, when the first countywide library levy was approved to create the Library Information Network of Clackamas County (a consortium of city and county libraries) to provide library services free of charge to all county citizens, the Canby Public Library has participated and received funding.

The stability created by this system enabled all libraries in the county to share resources and serve all citizens in a stronger way than was possible previously. For the past decade this system has accounted for the majority of funding for the



Canby Public Library (about 80% of total, with the balance coming from the City, fines, fees, and donations).

Now that Clackamas County is having serious budget difficulties and is planning to “get out of the library business” there are serious implications for the Canby Public Library and all city libraries in the county. No viable way exists at present for the city to make up the loss of 80% of the library’s funding, so the reduction of this funding would eventually mean closing the Canby Public Library.

The Canby Public Library Board discussed this matter at their November 13, 2007 meeting and agreed that the County’s proposed library district is the most viable option available to provide stable funding for the maintenance of library services.

**Fiscal Impact:**

Staff recommends use of contingency funds to pay Canby’s portion of the factual information effort.

## **RESOLUTION NO. 973**

### **A RESOLUTION APPROVING A CLACKAMAS COUNTY ORDER TO INITIATE THE FORMATION OF THE CLACKAMAS COUNTY LIBRARY SERVICE DISTRICT**

The City Council of the City of Canby Finds:

**WHEREAS**, Clackamas County intends to form the Clackamas County Library Service District (the "Proposed Library District") under the authority of ORS 451.010(k). The Proposed Library District would have authority to fund libraries within the district.

**WHEREAS**, The Clackamas County Board of County Commissioners may initiate consideration of formation of the Proposed Library District by adopting an order under authority of ORS 198.835. Clackamas County would like to include the territory of the City within the boundaries of the Proposed Library District.

**WHEREAS**, The territory of the City may only be included within the boundaries of the Proposed Library District if we the City Council adopt a resolution consenting to inclusion of the territory within the proposed boundaries as described in the order initiating consideration of formation of the Proposed Library District.

**WHEREAS**, The City Council believes the Proposed Library District will be better positioned to provide fair and sustainable funding for the City's library and create a mechanism to recognize that the City's library serves residents of the county outside the City's boundary as well as City citizens. The City, County, and District will enter into an intergovernmental agreement as soon as practical upon the formation of the District.

**WHEREAS**, Pursuant to this end, the City Council authorizes the transfer of ten thousand dollars (\$10,000) to an intergovernmental fund, to be administered by Clackamas County, for the purpose of disseminating information about the Proposed Library District.

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

The City of Canby hereby consents to the inclusion of all the territory of the City that is in Clackamas County within the proposed boundaries of the Proposed Library District, supports and approves the formation of said district and authorizes the transfer of ten thousand dollars (\$10,000) to an intergovernmental fund, to be administered by Clackamas County, for the purpose of disseminating information about the Proposed Library District.



This Resolution shall take effect on March 5, 2008.

ADOPTED this 5th day of March, 2008, by the Canby City Council.

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Melody Thompson - Mayor

ATTEST:

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Kimberly Scheafer, CMC  
City Recorder, Pro-Tem

## ORDINANCE NO. 1267

### AN ORDINANCE AUTHORIZING PURCHASE OF ROAD RIGHT-OF-WAY FOR THE EXTENSION OF SE SEQUOIA PARKWAY AND DECLARING AN EMERGENCY.

#### THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. Purchase Authorized. The City of Canby is hereby authorized to purchase from Leighton Glynn and Patricia M. Perkins, the following described property to be used for road right-of-way:

See Exhibit "A"

Section 2. Purchase Price. The total purchase price to be the sum of Twenty Three Thousand Eight Hundred Twenty-Five and no/100 dollars (\$23,825.00), plus such other consideration as set forth in a Letter Agreement dated February 1, 2008 between the parties. By this reference the attached Letter Agreement dated February 1, 2008 for the sale of road right-of-way is incorporated within as if set forth herein.

Section 3. Funds to Pay Purchase Price. The total sum of \$ 23,825.00 shall be paid from the City's current fiscal budget, account number 280-280-463-7363 titled "Sequoia Phase 5" fund.

Section 4. City Attorney to approve Title Report and Deed. The City Attorney shall first approve the preliminary title report and form of deed for the City's purchase of said right-of-way. All costs associated with the closing of this sale to be paid by the City.

Section 5. City Administrator to Execute Deed for Road Purposes. The City Administrator is authorized and directed to execute and deliver in the name of the City of Canby, as purchaser, the required deed and any other documents as may be required for closing the transaction.

Section 6. Emergency Declared. Inasmuch as it is necessary to proceed as quickly as possible with the extension of SE Sequoia Parkway for the use and benefit of the citizens of the City of Canby, an emergency is hereby declared to exist and this ordinance shall take effect immediately upon final reading and enactment by the Canby City Council.



**SUBMITTED** to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, February 20, 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, March 5, 2008, commencing at the hour of 7:30 P.M. in the Council Meeting Chambers at 155 NW 2<sup>nd</sup> 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 5<sup>th</sup> day of March, 2008, by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

\_\_\_\_\_  
Melody Thompson  
Mayor

**ATTEST:**

\_\_\_\_\_  
Kimberly Scheafer, CMC  
City Recorder - Pro Tem

## **Exhibit "A"**

A Portion of Township 3 South,  
Range 1 East, Section 34, Tax Lot 2700

### **Sequoia Parkway Roadway Dedication & Temporary Construction Easement Legal Description**

A portion of that tract of land conveyed to Leighton Glynn Perkins and Patricia May Perkins, husband and wife, in deed recorded under fee number 76-38960 Clackamas County Deed Records, in Section 34, Township 3 South, Range 1 East of the Willamette Meridian, more particularly described as follows: Beginning at the northwest corner of that parcel conveyed to Leighton and Patricia Perkins under said fee number, said point also being 15 feet east when measured perpendicular to the centerline of South Walnut Street; thence south 41.26 feet along the western boundary line of said Perkins tract to the true point of beginning; thence along a non-tangent curve left with radius of 269 feet and arc length of 63.45 feet to a point of reverse curve; thence along a tangent curve right with radius 331 feet and arc length of 128.13 feet to a point of tangency, said point being 56 feet east when measured perpendicular to the centerline of South Walnut Street; thence south 12.28 feet more or less to the southern property line of said Perkins Tract; thence southwesterly along said southern boundary line to the south west corner of said Perkins tract; thence north along the western property line of said Perkins tract and the eastern right of way line of South Walnut Street to the true point of beginning, said dedication containing 5,202 square feet more or less.

Additionally, a 12 foot wide temporary construction easement shall be created parallel and abutting the westerly right of way line of said Perkins tract as modified above, said easement containing 2,929 square feet more or less.





10186 SW Laurel Street  
Beaverton, OR 97005  
Ph 503.644.3436  
Fax 503.644.7400  
www.rowainc.com

February 1, 2008

Index #: 06-067-002

Leighton Glynn Perkins  
Patricia Perkins  
C/O Dolan Griggs, LLP  
Attn: David Griggs  
1130 S.W. Morrison  
Suite 630  
Portland, OR 97205

Subject: Sequoia Parkway & SE 4th Avenue Extension  
Re: Tax Assessor's I.D.: 31E34 02600 02700  
**Letter of Agreement**

Dear Mr. and Mrs. Perkins,

The City of Canby is planning the construction of the Sequoia Parkway & SE 4th Avenue Extension project. As you are aware through our discussions, property you own will be affected by this project. The City of Canby will need to acquire a strip of land and temporary use of a portion of the property in order to give the City the legal right to complete the construction of the road improvement project.

In order to reach agreement, and in exchange for executing the documents and granting the above property rights, and subject to approval by the City of Canby, the City agrees to the following:

1. To compensate you in full for the necessary right-of-way, in the form of a Dedication Deed and Temporary Construction Easement, in the amount of \$20,600.00.
2. To compensate you for the Austrian Pine trees adjacent to the right-of-way in the amount of \$1,400.00.
3. To replace fence along west side of tax lots 2600 and 2700 adjacent to the new right-of-way with a 6' high chain link fence with top rail and appropriate posts set in concrete, together with a 12' gate to be placed on the south end of tax lot 2700.
4. To compensate you in the amount of \$1,825 for the relocation of the irrigation lines.
5. To protect the well, and the electrical post with steel bollards.

6. To have the City extend water and sewer stubs to the property line at City expense located 42ft south from the northwest corner of tax lot 2600.
7. To clean up the construction debris at the conclusion of the project.

The total compensation for the above is \$23,825.00. Payment will be made in approximately 45 days.

Relocation of Nursery Stock

We have reviewed the cost estimate provided for moving the nursery stock. Our review supports the cost estimate submitted. The City agrees to reimburse you in the amount of \$7,321.00 for the relocation of the nursery stock. Upon completion of the relocation of the trees, and your submittal of the claim form which we will provide you, the City will issue payment to you within 30 days.

Thank you for your cooperation with the City of Canby.

If you have any questions or concerns, please feel free to contact me. My phone is 503-644-3436, my email address is: [Tracig@rowainc.com](mailto:Tracig@rowainc.com).

Sincerely,



Traci Gilkison, Agent

cc: Dwayne Barnes  
John Kelley  
Curt Mcleod



**DATE: February 12, 2008**

**MEMO TO: Mark Adcock, City Administrator**

**FROM: Beth Saul, General Services Director**

**RE: Contract with Curran-McLeod for bridge painting engineering services**

**Issue:**

The Logging Road Bridge painting contract that was executed with Curran-McLeod Engineers for \$12,000 has been exceeded due to extra requirements placed on the engineering firm by ODOT regulations in the course of using the federal earmark funds for this project. The City Engineer of Record is asking for an increase in the contract to cover the unanticipated costs. The increased expenses of \$5,790.00 will cause the contract expense to require the passage of an authorizing ordinance.

**Recommendation:**

Staff recommends that Ordinance No. 1271 be approved to authorize the payment for the unanticipated expense.

**Background:**

This project has proven to be complex due to the extraordinary regulations ODOT must follow in the use of federal funds and in the course of meeting normal regulatory requirements for painting projects above a state highway and two railroads. Construction costs also were higher than even ODOT estimators expected due to the spike in construction costs that occurred in spring of 2007. Nevertheless, the project went forward, as funding to offset the extra cost was available through an interfund loan from the Park Development Fund to the Capital Reserve. The earmark funds, made available to the City through the efforts of Congresswoman Hooley, have enabled the City to paint the bridge, which serves as a gateway feature into the city and is planned to be further enhanced when additional funds become available.

**Budget Impact:** Sufficient funds are budgeted to absorb the unexpected cost.

THIS HAS BEEN REVIEWED  
BY THE FINANCE DEPARTMENT

RLP 2/25/08  
427-427-600-7525

February 4, 2008

CURRAN-McLEOD, INC.  
CONSULTING ENGINEERS

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

Ms. Beth Saul  
General Services Director  
City of Canby  
P.O. Box 930  
Canby, OR 97013

**RE: LOGGING ROAD BRIDGE RE-COATING  
ENGINEERING EXPENSES**

Dear Beth;

I have reviewed the engineering efforts on the Logging Road Bridge Re-coating project and see they have exceeded the budget established in the contract. The contract was executed in April of 2007 with a budget of \$12,000. Since execution of the contract we have expended over \$17,000 to complete the engineering efforts for the project.

As a result of the unknowns anticipated to be required by ODOT, all of our efforts under the contract were on an hourly basis. ODOT has required extensive involvement from our firm to certify every aspect of what should have been a very simple contract. We are both well aware of the extraordinary expenditures required when using ODOT funding for any project, which are reflected in the construction as well as engineering expenses.

In accordance with our contract, we are requesting your approval to increase the budget to cover the cost of the additional engineering required on the project. We continue to be responsive to ODOT in the interests of completing the work, however, we have not received payment for several months. Since November these additional expenses amount to \$5,790.

Our project related expenses with this increase will amount to approximately 9% of the construction cost. We have worked hard to minimize this expense due to the simple scope of the work, however, there is a seemingly unending list of ODOT requirements to satisfy prior to closing out this project.

Please let me know if you need anything additional to approve an increase in the engineering budget.

Very truly yours,  
CURRAN-McLEOD, INC



Curt J. McLeod, PE



## **ORDINANCE NO. 1271**

### **AN ORDINANCE RATIFYING A CONTRACT WITH CURRAN-MCLEOD ENGINEERS OF PORTLAND, OREGON FOR ENGINEERING SERVICES TO THE LOGGING ROAD BRIDGE PAINTING PROJECT; AND DECLARING AN EMERGENCY.**

**WHEREAS**, in April of 2007, Curran-McLeod, engineers for the City of Canby entered into a contract to provide engineering services for the painting of the Logging Road Bridge. The price for service was under \$15,000.00 and therefore did not require an ordinance for approval; and

**WHEREAS**, due to the complexity of dealing with federal funding and ODOT regulations, as well as the requirements of two railroad companies, the time spent exceeded the original estimate by \$5,790.00, bringing the total amount of compensation due to Curran-McLeod to \$17,790.00; and

**WHEREAS**, in order to comply with the Charter requirement for purchases in excess of \$15,000.00, it was necessary to present an ordinance for approval by the Council for the increased amount of \$17,790.00; and

**WHEREAS**, funding is available in the project's budget to cover the increased amount without exceeding the budgeted amount; now therefore

### **THE CITY OF CANBY ORDAINS AS FOLLOWS:**

Section 1. The City Administrator is hereby authorized to pay Curran-McLeod Engineers the total sum of \$17,790.00 for engineering services provided on the Logging Road Bridge painting project.

Section 2. In so much as it is in the best interest of the citizens of the City of Canby, Oregon to pay this expenditure 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 March 5, 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 March 19, 2008, commencing at the hour of 7:30 P.M. in the Council Meeting Chambers at 155 NW 2<sup>nd</sup> 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 19<sup>th</sup> day of March, 2008, by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

\_\_\_\_\_  
Melody Thompson, Mayor

**ATTEST:**

\_\_\_\_\_  
Kimberly Scheafer, CMC  
City Recorder - Pro Tem



**Date:** February 26, 2008  
**To:** Honorable Mayor Thompson and City Councilors  
**From:** Beth Saul, Library and Parks Director  
**Through:** Mark Adcock, City Administrator  
**RE:** Proposed contract for architectural drawings

**Issue:** The proposed contract with Scott Beck, Architect for construction drawings for the Legacy Park picnic shelter is needed in order to proceed with this portion of the Legacy Park buildout.


**Synopsis:** Scott Beck, a local architect who created the restroom drawings and assisted with the bid process and architectural oversight for both Legacy Park and Maple Street Park, is ready to prepare the necessary construction drawings and bid documents so that we may proceed toward building the picnic shelter that will match and complete the buildings planned for Legacy Park. Ordinance 1272 has been prepared to authorize the Mayor and City Administrator to enter into a contract with Scott Beck, Architect for this purpose.

**Recommendation:** *Staff recommends that the Council approve Ordinance 1272, an ordinance authorizing the Mayor and City administrator to execute a contract with Scott Beck, Architect for architectural services for the Legacy Park picnic shelter.*

**Background:** The development of Legacy Park is a Council goal to complete as soon as possible, and the picnic shelter work needs to dovetail with the landscape architectural work going forward with MIG so that all of the park's amenities can be completed by June.

**Fiscal Impact:** Funds are budgeted for these projects in the Park Development fund.

THIS HAS BEEN REVIEWED  
BY THE FINANCE DEPARTMENT

 2/25/08  
215-215-455-7634

## **ORDINANCE 1272**

### **AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A PERSONAL SERVICES CONTRACT WITH SCOTT BECK, ARCHITECT FOR ARCHITECTURAL SERVICES FOR THE LEGACY PARK PICNIC SHELTER; AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Canby wishes to construct a picnic shelter for Legacy Park; and

**WHEREAS**, the City wishes to employ Scott Beck, Architect, as an independent contractor under a personal services contract for the purpose of producing the necessary construction drawings and bid documents, as well as to provide assistance with the bidding and construction processes as needed; and

**WHEREAS**, Scott Beck, Architect has proposed a scope of work for these services which is acceptable to the City; 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 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 Scott Beck, Architect for preparation of construction drawings and bid documents and additional assistance as needed. 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 these services 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, March 5, 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, March 19, 2008, commencing at the hour of 7:30 P.M. in the Council Chambers at 155 NW 2<sup>nd</sup> Avenue, Canby, Oregon.

\_\_\_\_\_  
Kimberly Scheafer, CMC  
City Recorder Pro-Tem

**PASSED** on the second and final reading by the Canby City Council at a regular meeting thereof on March 19, 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 (City) and Scott Beck, Architect (Contractor).

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

The Parties Agree 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 by the Contractor. See Exhibit "A" attached hereto. Contractor agrees that \$20,400.00 is the not to exceed price of this contract, without prior written approval from the City.
  - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement. Amounts disputed by the City may be withheld pending settlement.
  - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
  - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.

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

adequacy of all work and materials furnished under this authorization.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:
- A. Liability - \$1,000,000.00 combined single limit, 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.

10. 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.
11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
12. 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:

Mark C. Adcock  
City of Canby  
PO Box 930  
182 N. Holly Street  
Canby, OR 97013

CONTRACTOR:

Scott Beck, Architect  
361 NE Third Avenue  
Canby, OR 97013



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

CONTRACTOR:

CITY OF CANBY:

By:

By:

Date:

Date:

*Approved as to form:*  
*JH Kelley*

## EXHIBIT "A"

### Scott Beck, Architect

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361 N.E. Third Avenue  
Canby, Oregon 97013  
tel. (503) 266-9270  
fax. (503) 266-5134  
e-mail. beckarch@web-ster.com

2/22/08

Mrs. Beth Saul, Library & Parks Director  
City of Canby  
P.O. Box 930  
Canby, OR 97013

Subject: Fee Proposal for Architectural Services  
for Legacy Park Picnic Shelter Project.

Dear Beth,

Following is our proposed fee structure for the Legacy Park Public Picnic Shelter Facility. The scope of services will include architectural and structural drawings preparation including specifications for building permit and bidding process. Assistance with bidding procedures and the construction phase is included in the scope of the proposed services.

Normal reimbursable expenses such as auto mileage, shipping and printing cost will be billed at cost 15%.

#### Fee Proposal

We propose the following lump-sum fixed fee for construction documents.

#### Legacy Park Picnic Shelter Facility:

\$ 20,400.\*

\*Mechanical and Electrical work is expected to be engineered and installed on a design /build basis by the Sub-Contractors to the selected General. The Architect will not provide actual engineering, but will provide specifications for plumbing, mechanical and electrical fixtures for bidding purposes.

Please call with any questions regarding this proposal. We are prepared to begin work immediately and could complete the drawings and specs. in 3 weeks from notice to proceed.

Sincerely,  
Scott Beck, Architect

*Scott R. Beck*

Scott R. Beck, Principal