

AGENDA

CANBY CITY COUNCIL MEETING

October 5, 2005, 7:30 P.M.

Council Chambers
155 NW 2nd Avenue

Mayor Melody Thompson

Council President Teresa Blackwell

Councilor Randy Carson

Councilor Walt Daniels

Councilor Roger Harris

Councilor Georgia Newton

Councilor Wayne Oliver

CITY COUNCIL MEETING

1. CALL TO ORDER

A. Pledge of Allegiance and Moment of Silence.

B. Disability Awareness Month Proclamation

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C. Physical Therapy Month in Canby, Oregon Proclamation

Pg. 2

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 Accounts Payable \$173,059.37

B. Approval of Minutes of the September 21 City Council Regular Meeting and Executive Session

C. Approval of Minutes of the September 19 City Council Workshop

D. Appointment to Transit Advisory Committee

Pg. 3

7. RESOLUTIONS & ORDINANCES

A. Ord. 1189, Authorizing Contract with Bland Construction Co., for Roof Replacement at the Canby Swim Center (2nd Reading)

Pg. 4

8. NEW BUSINESS

A. 2005 ODOT Fund Exchange Agreement

Pg. 6

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.



Office of the Mayor

Proclamation

“Disability Employment Awareness Month”

WHEREAS, twenty percent of the population of the United States of America is comprised of people with disabilities; and

WHEREAS, more than two-thirds of adults with disabilities in the country desire to work but cannot find employment; and

WHEREAS, the Americans with Disabilities Act provided civil rights protection for America's 49,000,000 persons with disabilities; and

WHEREAS, America's shrinking labor force requires employers to utilize untapped human resources, such as persons with disabilities.

NOW, THEREFORE, I, Melody Thompson, Mayor of the City of Canby, do hereby proclaim the month of October 2005 as

Disability Employment Awareness Month

and call upon the citizens of the City of Canby to observe the month by learning about people with disabilities, their strengths, abilities, and the programs which serve their needs.

Given unto my hand this 5th day of October, 2005.

Melody Thompson
Mayor



Office of the Mayor

Proclamation

"Physical Therapy Month in Canby, Oregon"

WHEREAS, the American Physical Therapy Association, Oregon Chapter of the American Physical Therapy Association, and Canby Physical Therapy and Sports Medicine will observe Physical Therapy Month, October 2005; and

WHEREAS, the practice of physical therapy involves a variety of aspects from injury prevention to general health and fitness to rehabilitation following an injury, disease, or surgery; and

WHEREAS, Canby Physical Therapy and Sports Medicine is dedicated to the promotion of health maintenance and providing the highest quality of physical therapy services, by way of consultation, education, examination, evaluation, diagnosis, and treatment, thereby improving the quality of life of people of all ages in the Canby and surrounding area; and

WHEREAS, it is appropriate that we recognize the individuals of Canby Physical Therapy and Sports Medicine, as well as all other physical therapist and physical therapist assistants who dedicate their time and talent toward enhancing the physical health of individuals.

NOW, THEREFORE, I, Melody Thompson, Mayor of the City of Canby, do hereby proclaim October 2005 to be known as:

Physical Therapy Month in Canby, Oregon

Given unto my hand this 5th day of October, 2005.

Melody Thompson
Mayor

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CITY OF CANBY
APPLICATION
BOARD/COMMITTEES/COMMISSIONS/COUNCIL

Date: 9-9-05

Name: Sandra Cranston

Occupation: Benefits Analyst

For which position are you applying? Public Transit Advisory Committee

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

I am interested in public transit and our schools.
(Daughter is a student at Ackerman Middle School)

Experience and educational background: Please see resume.

Reason for your interest in this position: I want to help promote public transit and educate residents about CAT.

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): No referral. Saw opening on website.

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
182 N. Holly Street
PO Box 930
Canby, OR 97013
Phone: 503.266.4021 Fax: 503.266.7961

RECEIVED

SEP 12 2005

CITY OF CANBY

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ORDINANCE NO. 1189

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH BLAND CONSTRUCTION CO., INC. OF CANBY, OREGON FOR THE ROOF REPLACEMENT AT THE CANBY SWIM CENTER; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby wishes to repair and replace the existing roof at the Canby Swim Center; and

WHEREAS, the cost of the new roof will be paid by the City of Canby which has budgeted said purchase for the fiscal year 2005-2006 budget; and

WHEREAS, in accordance with ORS Chapter 279 and Canby Public Purchasing Rules as set forth in Ordinance No. 1170 and Resolution No. 897, four written bids were obtained for the replacement of the Swim Center roof as follows:

1. Buckaroo-Thermoseal, Inc.	\$19,131.00
2. McDonald & Wetle, Inc.	\$22,820.00
3. ABC Roofing Company	\$21,985.00
4. Bland Construction Co., Inc.	\$15,440.00

WHEREAS, Bland Construction Co., Inc., of Canby, Oregon submitted the lowest quote of \$15,440.00.

WHEREAS, the City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed this quote, reviewed the staff report and believes it to be in the best interest of the City to enter into this contract; 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, a contract with Bland Construction Co., Inc., of Canby, Oregon for the roof replacement at the Canby Swim Center for the quoted amount of \$15,440.00.

Section 2. In so much as it is in the best interest of the citizens of the City of Canby, Oregon to replace the roof at the Canby Swim Center 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 September 21st, 2005, 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 October 5th, 2005, commencing at the hour of 7:30 P.M. in the Council Meeting Chambers at Canby City hall in Canby, Oregon.

Kimberly Scheafer
City Recorder - Pro Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 5th day of October, 2005, by the following vote:

YEAS _____

NAYS _____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer,
City Recorder - Pro Tem

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MEMORANDUM



TO: *Honorable Mayor Thompson and City Council*
FROM: *John R. Williams, Community Development & Planning Director*
DATE: *September 15, 2005*
THROUGH: *Mark C. Adcock, City Administrator*

Issue: 2005 ODOT Fund Exchange agreement.

Synopsis: The City receives an annual allocation of funds from the federal government for road projects. For many years Canby, like most smaller cities, has exchanged this federal money for state money in order to avoid the amount of paperwork and bureaucracy required when using federal funds. The current arrangement will provide ODOT with \$131,223 in federal money in exchange for \$123,350 in state funds.

Recommendation: Staff recommends the City Council authorize the mayor to execute the 2005 Fund Exchange agreement with the Oregon Department of Transportation.

Rationale: Under this program ODOT takes our federal money and uses it for their projects, giving us state money with far fewer strings attached. ODOT gives us 94 cents for each \$1.00 of federal money. This is a good deal for cities because the six percent lost is significantly less than the cost of environmental analyses, hiring regulations, paperwork, etc. if we used the federal money directly – since we do so few projects.

Background: The City has directed this money to the N. Ivy Street project, and will use these funds for the 6th to 10th Avenue section, currently underway.

Options: 1. Use the federal money directly. Staff did not recommend this option due to the significant amount of analyses and paperwork required to comply with federal funding rules. Most cities under 100,000 population take advantage of this agreement in a similar fashion.

Attached: 1. 2005 Fund Exchange Agreement.



Oregon

Theodore R. Kulongoski, Governor

Department of Transportation

Region 1
123 NW Flanders
Portland, OR 97209-4037
(503) 731-8200
FAX (503) 731-8259

TO: John Williams
City of Canby
182 N Holly St
Canby, OR 97013

FROM: Devorah Hannah
ODOT – Region 1
Contracts and Agreements Unit
123 NW Flanders St.
Portland, OR 97209

DATE: September 13, 2005

SUBJECT: Fund Exchange Agreement, ODOT Misc. Contracts & Agreement #22,887
North Ivy Street Improvements

Attached are 4 bound copies and 1 informational copy of the subject proposed agreement. Please sign and return all bound copies to me at 123 NW Flanders, Portland, Or 97209. (Please Note: It's legally required that you sign AND date the attached documents or the execution of the agreement cannot be completed and the documents will be returned to you.)

The unbound copy may be retained for your reference until Salem Contracts Unit sends you an original signed, executed agreement. **(Please note: the blue coverings are not to be removed; they indicate that each bound contract is complete and identical.)**

If you have any questions, I can be reached at (503) 731-8277.

Thank you.

Devorah Hannah
Agreement Specialist.
Region 1, Contracts and Agreements Unit

**2005 FUND EXCHANGE AGREEMENT
North Ivy Street Improvements: 6th Avenue to 10th Avenue**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and the Canby, acting by and through its elected officials, hereinafter referred to as "City."

RECITALS

1. By the authority granted in ORS 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

1. City has submitted a completed and signed Part 1 of the Project Prospectus, or a similar document agreed to by State, outlining the schedule and costs associated with all phases of the street improvements to North Ivy Street between 6th and 10th Avenues, hereinafter referred to as "Project".
2. To assist in funding the Project, City has requested State to exchange 2005 Federal funds, which have been allocated to City, for State funds based on the following ratio:

\$94 State for \$100 Federal

Based on this ratio, City wishes to trade \$131,223 of Federal Funds for \$123,350 of State funds.

3. State has reviewed City's prospectus, considered City's request for the Fund Exchange, and has determined that City's Project is eligible for the exchange funds.
4. This Agreement shall be for two years beginning on the date all required signatures are obtained and shall terminate two calendar years later on the same month and day, unless otherwise extended or renewed by formal agreement of the parties.

5. The parties agree that the exchange is subject to the following conditions:
- A. The Federal Funds transferred to State may be used by State at its discretion.
 - B. State dollars transferred to City must be used for the North Ivy Street Improvements: 6th Avenue to 10th Avenue Project. This Fund Exchange is to provide funding for specific roadway projects and is not intended for maintenance.
 - C. State funds may be used for all phases of the Project, including preliminary engineering, right of way, utility relocations and construction. Said use shall be consistent with the Oregon Constitution and statutes (Section 3a of Article IX Oregon Constitution). City shall be responsible to account for expenditure of State funds.
 - D. This Fund Exchange shall be on a reimbursement basis, with State funds limited to a maximum amount of \$123,350. All costs incurred in excess of the Fund Exchange amount will be the sole responsibility of City.
 - E. State certifies at the time this Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation. Funds available for reimbursement on or after July 1, 2005, are contingent upon the legislatively approved budget of State.
 - F. City shall be responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and State and Federal income tax withholding.
 - G. City shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, City expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

City of Canby/State
Agreement No. 22887

- H. City, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way in accordance with current State and Federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
- I. City shall compile accurate cost accounting records. City shall bill State in a form acceptable to State no more than once a month for costs incurred on the Project. State will reimburse City at 100 percent of the billing amount not to exceed \$123,350. The cost records and accounts pertaining to the work covered by this Agreement shall be retained for inspection by representatives of State for a period of three years following final payment. Copies shall be made available upon request.
- J. City shall, upon completion of Project, maintain and operate the Project at its own cost and expense.
- K. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. City shall ensure that each of its subcontractors complies with these requirements.
- L. This Agreement may be terminated by mutual written consent of both parties.
 - 1. State may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by State, under any of the following conditions:
 - a. If City fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If City fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within 10 days or such longer period as State may authorize.
 - 2. Either party may terminate this Agreement effective upon delivery of written notice to the other party, or at such later date as may be

established by the terminating party, under any of the following conditions:

- a. If either party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either party, in the exercise of their reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - b. If Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or either party is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
- M. State and City hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, 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 Agreement did not contain the particular term or provision held to be invalid.
6. City shall enter into and execute this Agreement during a duly authorized session of its City Council.
7. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year hereinafter written.

The funding for this Fund Exchange program was approved by the Oregon Transportation Commission on November 17, 2003, as a part of the 2004-2007 Statewide Transportation Improvement Program (STIP).

City of Canby/State
Agreement No. 22887

The Program and Funding Services Manager approved the Fund Exchange on June 30, 2005.

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

SIGNATURE PAGE TO FOLLOW

City of Canby/State
Agreement No. 22887

On November 10, 2004, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, in which the Director delegates to the Deputy Director, Highways the authority to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program or in other system plans approved by the Oregon Transportation Commission or in a line item in the biennial budget approved by the Director.

**City of Canby, by and through its
elected officials**

By _____
Mayor

Date _____

By _____
City Recorder

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
City Counsel

Date _____

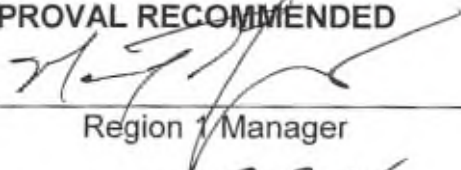
City Contact:
Mr. John Williams
City of Canby
182 N. Holly Street
Canby, OR 97013

**STATE OF OREGON, by and through
its Department of Transportation**

By _____
Deputy Director, Highways

Date _____

APPROVAL RECOMMENDED

By  _____
Region 1 Manager

Date 9-7-05

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____