

CANBY CITY COUNCIL

Regular Session

January 21, 2004

AGENDA – 7:30 PM – Council Chambers

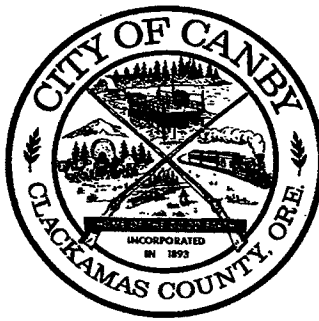
1. OPENING CEREMONIES:
 - A. Call to Order, Flag Salute
2. PRESENTATION:
 - A. Employee of the Month Pg. 1
 - B. Recognition of Community Accountability Board Pg. 2
3. PROCLAMATION:
 - A. Barbershop Singing Week Pg. 4
4. CITIZEN INPUT ON NON-AGENDA ITEMS:
5. CONSENT AGENDA:
Minutes – Regular Meeting December 17, 2003
Affirm Mayor's Approval to Pay Accounts Payable on January 3, 2004
Accounts Payable - \$231,757.74
6. COMMUNICATIONS:
 - A. Letter from Roger Reif Regarding Measure No. 3-111 and Measure No. 3-113 Pg. 5
7. NEW BUSINESS:
 - A. Memo of Understanding with Property Owners Adjoining Sequoia Parkway & 4th Avenue Pg. 6
8. UNFINISHED BUSINESS:
9. RESOLUTIONS & ORDINANCES:
 - A. Res. 849, Hartford Deferred Comp. Plan Pg. 16
 - B. Ord. 1133, Amending Canby Municipal Code Section 2.56 Creating a Parks & Recreation Advisory Board Pg. 18
 - C. Ord. 1134, Authorizing Contract w/Curran-McLeod for Engineering Services on an Approximate 1,500' Extension of Hazeldell Way to SE 1st Avenue Pg. 23
10. MANAGER'S REPORT:
 - A. Update on 13th Avenue Park
11. CITIZEN INPUT:
12. COUNCILORS' ISSUES:
13. ACTION REVIEW:
14. EXECUTIVE SESSION: ORS 192.660 (1)(h) pending litigation
15. 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.*

PLEASE PRINT CLEARLY

ADDRESS

PO BOX 985 CANBY
8 R-R-4. CANBY
32190 SW ARMITAGE RD. WILSONVILLE
1864 N. Redwood Canby
CITY OF CANBY
9000 SE McBain, Milwaukie, OR.
P.O. Box 80425, PORTLAND, OR 97280-1425
3185 N. Holly, CANBY, OR.
1128 N Marzanita Canby, OR
1245 N. Lupton Ct. Canby
10381 S. Mulino Rd Canby



OFFICE OF THE CITY ADMINISTRATOR

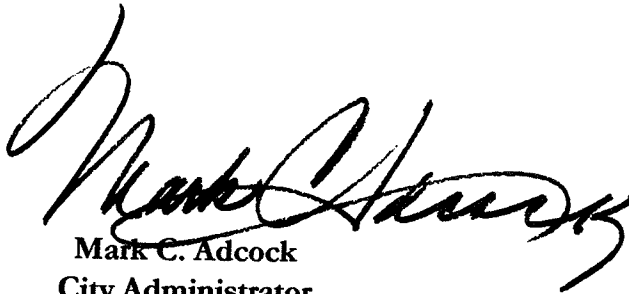
MEMORANDUM FOR THE MAYOR & CITY COUNCIL

Agenda Item Removal

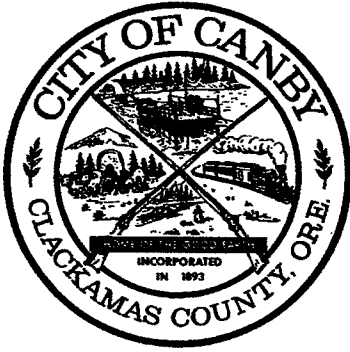
I have pulled item 9-B from the January 21 Council agenda - Ordinance Amending the Parks & Recreation Board Language in the Canby Municipal Code.

I have asked Beth and John Kelley to do some additional staff work on this resolution before presenting it to you for approval. We are sorry for any inconvenience this may create for the Council. The item will be placed on the agenda for the first meeting in February.

The published agenda has this item ommitted.



Mark C. Adcock
City Administrator



City Council FYI Update

To: Mayor Thompson & City Council
Date: 14 January 2004

City Council Agenda Items for January 21st Meeting

1. **Presentation- Employee of the Month:** I will be presenting our Employee of the Month Award to Detective Steve Floyd for his hard work and commitment to the City and Police Department. Steve has done an outstanding job as our lone narcotics detective. He is also heavily involved in investigating identity theft. Since Steve works undercover and television and newspaper images could compromise his effectiveness, Lt. Kroeplin will accept the award on Steve's behalf.
2. **Special Recognition for Community Accountability Board:** Back in December, John Kelley recommended that the Council give special recognition to the members of our Community Accountability Board. I forwarded John's memorandum to you all as an FYI item. That recognition will be given at the January 21 meeting. John Kelley and Judge Henricksen will be on hand to talk about the good work done by the Board. Members will be presented plaques as a token of the Council's appreciation for their volunteer work. A copy of John Kelley's earlier memorandum is attached.
3. **Proclamation - Barbershop Singing Week:** The proclamation is attached. Apparently, this will be an annual event.
4. **Consent Agenda:** The only items listed are the routine approval of accounts payable and minutes from the December 17 meeting. Also included is your approval of the Mayor's action in approving the invoices that were payable in early January. Since there was no meeting, the Mayor reviewed and approved those payments. By approving the Consent Agenda, you are confirming her actions.
5. **Communications - Letter from Roger Reif** You will be provided a

confidential memorandum from John Kelley containing his recommendation for a Council response to this letter. After reviewing John's confidential memorandum, if you have questions, please call him prior to the Council meeting. Attached is a copy of the letter from Roger Reif.

6. **New Business - Memorandum of Understanding with Property Owners Adjoining Sequoia Parkway and Fourth Avenue:** Attached is a staff report from John Williams. This item was listed on the January 14 agenda of the Urban Renewal Agency. It requires approval by both the Agency and the City Council.

Ordinances and Resolutions

8. **Resolution 849 Re: Hartford Deferred Compensation Plan:** Attached is a staff report from Chaunee Seifried. Approval of this resolution would allow the City to have its employees and elected officials participate in this optional 457 Deferred Compensation Plan. This action provides an additional plan for employees to choose from. According to Chaunee, there is no fiscal impact on the City. Since there is no fiscal impact for the City, this optional benefit is not something that would be the subject of collective bargaining. Laura Dornbusch will be at the meeting to answer any questions you may have about the resolution.

9. **Ordinance 1133 Re: Parks and Recreation Advisory Board:** This resolution amends the Municipal Code references to the Parks and Swim Center Advisory Board. The language changes proposed by the resolution will make the code more contemporary by reflecting the current business of the Parks and Recreation Advisory Board and remove the reference to the Swim Center. Attached is a staff report by Beth Saul on this item.

10. **Ordinance 1134 Re: Authorization of Contract for Engineering Services for Hazel Dell Way extension to SE First Avenue:** As you recall, the Council, sitting as the Urban Renewal Agency, as agreed to front the engineering costs for hazell dell Way extended to First Avenue. All of the Sequoia Avenue construction engineering has been done by Curran-McLeod and this ordinance awards an engineering contract to that firm for the engineering agreed to for Hazel Dell Way. Attached is a staff report from John Williams. As of this writing, there has been no agreement reached between the Agency and property owners as to the cost distribution for the construction of this 1,500 ft. extension of Hazel Dell.

11. **Manager's Report:** There are two items to be discussed with the Council.

> **Status Report on 13th Avenue Park** - Beth will be providing you with a verbal status report on this project.

> **Water Intrusion/Mold Abatement at City Hall** - I will be asking the Council to approve approximately \$14,700 dollars to be used from the Future Facilities Capital Reserve to pay for water damage mitigation (mold abatement) from the basement of City Hall.

BACKGROUND

I hired an industrial hygiene firm who have done an assessment of the mold problem and developed an abatement protocol. That report (cost of \$1,000 with half paid by CIS) was used as the basis for solicitation for three bids from firms specializing in this type of work. Based on a staff committee review of the bids and a legal review of the bid documents by the City Attorney, we will be moving forward with a bid from Serve-Pro Company in Tigard. This firm was also recommended as a potential bidder by Scott Gustafson. A number of firms were contacted and it was rather difficult to get the three bids that are required for this amount of expenditure. All of the firms specialize in restoration services - a highly specialized type of work.

RISK MANAGEMENT ISSUES

As I'm sure you realize, mold in the workplace has the potential to be a significant cause for health problem that can trigger significant costly workers compensation claims. So far, that has not occurred with us. However, I would like to get this done as soon as possible so that the health hazard is abated and the liability exposure mitigated as soon as possible. CIS is watching this process closely and we have virtually prohibited our employees from using the basement. **I would prefer not to give this problem a high public profile due to the significant workers' compensation liability exposure.** Please give me a call directly if you have any questions.

COUNCIL ACTION REQUESTED

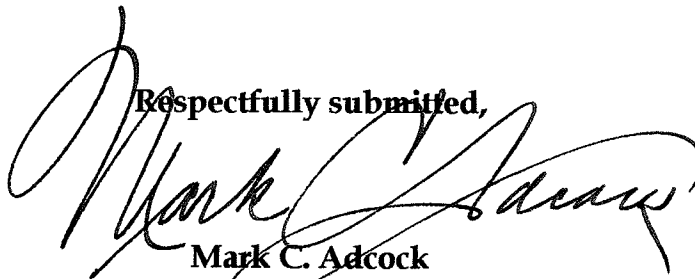
The action I am requesting from the Council is authority to pay for the water intrusion mitigation with funds from the Facilities Capital Reserve account in the amount of approximately \$14,700. Please take note that all of the firms said that the cost could increase if they found more mold in the basement than was called out by the industrial hygiene firm's abatement protocol. The abatement protocol served as the scope of services for the bid solicitation. In other words, they will not agree to a "not to exceed" price if more mold is found than anticipated. At the conclusion of the abatement process, the industrial hygiene firm will conduct another inspection to determine if the mold spores have been reduced to a safe level. The vendor we have chosen is the low bid and has indicated to the City that this amount is based on their best professional estimate of the costs to abate a problem that has resulted from many years of water intrusion.

11. **Executive Session:** Nothing listed at this time.

Miscellaneous Non-Agenda Items

Attached are monthly activity reports for various departments and the following miscellaneous items:

- > A letter from Ace Wehus to the Chamber of Commerce
- > A newspaper article from Councilor Daniels re: train horns at railroad crossings.
- > A letter from Rep. Wayne Scott.
- > A copy of an article from the Oregon City Managers' Association publication regarding the training provided for Council-Manager relations by Mike Conduff.
- > A letter from the president of Willamette Broadband.
- > A email from Chris Mead on the passing of his canine partner.
- > An article from the Beaverton city newsletter from Councilor Daniels
- > A *Statesman Journal* editorial provided by Councilor Daniels.

Respectfully submitted,

Mark C. Adcock
City Administrator

Attachments

**City of Canby
Employee of the Month
Nomination Form**

Name of Nominee: Steve Floyd Date: 12-12-03

Department: Police Department Nominated By: Chief Ken Pagano

Which of these criteria describes the reason for your nomination of this person?

- ☐ Improved quality
- ☐ Timely completion of a project
- ☐ Demonstrates exemplary leadership and integrity
- ☐ Excellent customer service (demonstrating exceptional customer service, an on-going commitment to customers, or innovation or creativity in customer service)
- ☒ Overcame adverse obstacles or worked under unusual conditions
- ☐ Increased program effectiveness or efficiency
- ☐ Saves the City time/money
- ☐ Improved levels of cooperation
- ☐ Exceeds performance expectations

Can you please explain in 3 or 4 more detailed sentences, why you think this person should be nominated for "Employee of the Month", especially as it relates to the item(s) you checked above. Please attach an additional sheet if necessary.

Detective Floyd is extremely hard working and puts in a lot of time which interrupts his personal time to work on drug cases and identity theft. He has made a major impact on drug trafficking and identity theft by his hard work and dedication to the citizens of Canby.

Please return this form to the Department Director of the nominee.

Chief Ken Pagano
Department Director's Signature

12-11-03
Date

12/12/2003

Memo to: Mark Adcock, City Administrator

From: John H. Kelley, City Attorney 

Date: December 10, 2003

Re: Community Accountability Board - Recognition of members

Following a recent meeting I had with the members of the Community Accountability Board (CAB), I talked to you about providing some recognition by the Mayor and Council for the volunteer service the members have been providing in this program for nearly four years now. I would also like to see recognition for Ingrid Lewis and Valerie Miller of Clackamas Community Corrections who have provided the administrative support to make this endeavor a success.

To give you some background on the CAB, it was a project started back in the fall of 1999. Ingrid Lewis, of Clackamas County, brought the program to us with a request that we implement it in Canby. The purpose of the program was to send first time offenders of misdemeanor theft type crimes to appear in front of a group of local citizens, business types, to confront and deal with the illegal behavior. It was originally entitled the "Merchant Accountability Board", but rather than limit the membership to only merchants, we expanded to include local, interested citizens, and changed the name to Community Accountability Board. After meeting with the CAB, the offender is ordered to complete some community service, or pay restitution, or pay a fine, or combination of all three, depending upon the Board's decision. If the offender successfully completes the program, the underlying charge is dismissed and no criminal record exists.

The program began in May, 2000. There is one CAB meeting per month, with anywhere from one to four offenders attending the meeting. The meetings are held at the Adult Center. While not all participants are successful and may be referred back to court for various reasons, by far, the majority of the offenders do complete the requirements and their cases are dismissed. I don't believe we have had one past offender return to Canby Municipal Court having committed a new crime after completing the program.

The members of the CAB volunteer their time and receive only the personal satisfaction of seeing the results of their work. I believe it is important to acknowledge their efforts with some sort of public recognition. I have attached a list of the members of the CAB with a little background about them. Also, as I said above, I think it is important to recognize Ingrid Lewis, the founding staffer from Clackamas County, and Valerie Miller, the current staffer of the program. I would hope we could invite them to a Council meeting in January for this recognition ceremony and I will try to get Judge Henricksen to attend as well.



CLACKAMAS COUNTY

Department of Community Corrections

MARK K. RASMUSSEN
DIRECTOR

DATE: December 8, 2003
TO: John Kelly
FROM: Valerie Miller
SUBJECT: History of Service for CAB Members

MEMBER	SERVICE TO CAB	OCCUPATION
Rick Paradis (pronounced Para- dis)	May, 2000	Asst. Mgr. Cutsforth's Thriftway
Donna & Dave Traaen (pronouced Tron)	since 1999	Members of Community
Corey Smith	March, 2003	Loss Prevention Mgr. Fred Meyer
Clarence Kaufman	May, 2000	Retired, wants to serve community
Janice Weeks	June, 2000	Retired, former Realtor
Olga Gerberg	Oct., 2003	Program Asst. Catholic Charities Centro de Apoyo

FIELD SERVICES
1024 MAIN STREET
OREGON CITY, OR 97045
(503) 655-8603
FAX (503) 650-8942

CORRECTIONAL FACILITY
9000 S.E. MCBROD
MILWAUKIE, OR 97222
(503) 655-8262
FAX (503) 650-8939

RESIDENTIAL CENTER
9200 S.E. MCBROD
MILWAUKIE, OR 97222
(503) 722-6000
FAX (503) 794-8089



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OFFICE OF THE MAYOR

Proclamation

“BARBERSHOP SINGING WEEK”

WHEREAS, the Canby-based Oregon Trail Pitchpiper Chorus is presenting their 38th Annual Barbershop Singing Show in Canby; and

WHEREAS, the Oregon Trail Pitchpiper Chorus will be performing in this great event at the Canby Fine Arts Center and will be joined by other musical groups including the “HMMM, Bridgetown Sound, McKenzie Touring Company and the Final Touch” and

WHEREAS, this year’s Annual Barbershop Singing Show will be held on January 31, 2004 with two performances starting at 2:00 P.M. and 7:30 P.M. respectively; and

WHEREAS, the City of Canby, by virtue of this proclamation recognizes the wholesome entertainment and outstanding contribution to American music made by barbershop singers everywhere over the course of our nations history.

NOW, THEREFORE, I, Melody Thompson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim January 25 through January 31, 2004 as

BARBERSHOP SINGING WEEK

in the City of Canby and urge all citizens to attend one of the two performances of the 38th Annual Barbershop Singing Show at the Canby Fine Arts Center on January 31 so that this form of musical entertainment and its rich heritage may be enjoyed by all.

Given unto my hand this 21st day of January, 2004 in the City of Canby, Oregon.

Melody Thompson
Mayor

REIF, REIF & THALHOFER
ATTORNEYS AT LAW

RAYMOND R. REIF (Retired)
R. ROGER REIF
PAUL T. THALHOFER

273 N. GRANT STREET
P. O. BOX 729
CANBY, OREGON 97013

PHONE: (503) 266-3456
FAX: (503) 266-8555
www.canbylaw.com

November 20, 2003

Honorable Mayor Thompson
Members of the City Council
City of Canby
182 N. Holly Street
P. O. Box 930
Canby, OR 97013-0930

RE: Voter annexations - Measure No. 3-111 and Measure No. 3-113

Dear Mayor Thompson and Members of the City Council:

I represent ManDan, LLC (Measure No. 3-113) annexation of approximately 4.6 acres, and Ethan Manuel, Glennette Danforth and Allen Manuel (Measure No. 3-111) annexation of approximately .92 acres.

The proposals were approved by the City Council, but were defeated by the voters in the November 4, 2003 election. Unfortunately, the City mistakenly attached the wrong map to each of these proposals. That is, the smaller proposal was presented to the voters with the map from the larger proposal, and the larger proposal was presented to the voters with the map of the smaller proposal.

These two proposed annexations were in separate neighborhoods and were substantially different in size and scope.

We believe this error was obviously unintentional; however, it did relay to the voters inaccurate and confusing information. My clients' position is that the inaccurate information severely prejudiced the vote. My understanding is that no proofs for the voters' pamphlet were provided to my clients.

We respectfully request that the Mayor and the City Council authorize the presentation of these two proposals to the voters in the May election with the accurate information so voters may make an informed decision. Because of the error in publication, we are requesting that the proposals be presented to the voters without charge to my clients. Thank you for your consideration.

Sincerely Yours,

R. Roger Reif

ROG/jv

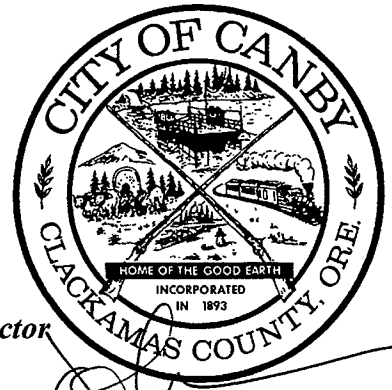
2003-04

366-1579

TOTAL P.02

5

MEMORANDUM



TO: *Honorable Mayor Thompson and City Council*
FROM: *John R. Williams, Community Development & Planning Director*
THROUGH: *Mark C. Adcock, City Administrator*
DATE: *January 14, 2004*

Issue: Memorandum of understanding (MOU) with IAA property owners.

Synopsis: As directed by the Agency and Council, we have prepared another agreement regarding infrastructure improvements and acquisition of right-of-way for the next phase of Sequoia Parkway construction.

Recommendation: Staff recommends that the City Council approve the MOU.

Rationale: The Agency and Council have previously directed staff to prepare an MOU following the same terms as for the previous phase. The Agency is scheduled to review the MOU January 14.

Background: This agreement specifies that the Agency will fund the road and utility construction, while the property owners provide the right-of-way. This results in an estimated cost of \$1,040,000 for the Agency (61%) and \$421,568 for the property owners (29%). Please note that this does not include the cost of ROW from our own cemetery – which would raise the City's percentage a bit.

Options: 1. Seek different terms or delay adoption of this agreement.

Attached: 1. Memorandum of understanding with exhibits.

MEMORANDUM OF UNDERSTANDING II

PARTIES: CANBY URBAN RENEWAL AGENCY and CITY OF CANBY, an Oregon Municipal Corporation (collectively, the “City”) and
THOSE PROPERTY OWNERS signatory hereto listed in the attached Exhibit A and collectively referred to as “Owners”.

RECITALS:

A. The City, through its City Council and Board of Directors of the Canby Urban Renewal Agency, believes that the continued and immediate development of properties within and adjacent to the Canby Pioneer Industrial Park, also known as Phases II and III of the City of Canby Logging Road Industrial Park (the “Industrial Park”) is important and essential for the effective and balanced growth of the City.

B. Construction Stage 1 consisted of Gramor Development of the Canby shopping center of which Fred Meyer was a part.

C. Construction Stage 2 consisted of the extension of Sequoia Parkway and a short portion of Hazel Dell Way which was the subject of Memorandum of Understanding dated October 16, 2002.

D. The City believes that it is vital to City residents, as well as important to the development of such properties, that a further extension of Sequoia Parkway, as well as an extension of Southeast 4th Avenue occur as soon as possible. These two extensions shall be known as Construction Stage 3.

E. In order to accomplish these objectives, it is necessary for the properties identified in attached Exhibit A to support, financially and otherwise, the further extensions of Southeast 4th Avenue and Sequoia Parkway. The City recognizes that without such actions, development of the Industrial Park and the extensions of Sequoia Parkway and Southeast 4th Avenue will be delayed and will become more expensive. This will be detrimental to the City’s

welfare. The property owners believe that the timing is appropriate for all such actions to occur as soon as possible.

F. The City and the property owners agree that a concerted effort to attempt to accomplish the above objectives is presently warranted. Consequently, this Memorandum of Understanding II documents the various understandings previously reached among the parties on these subjects and implements the methods and strategies which they agree will be used to achieve the above objectives.

G. The City desires that the Owners' properties develop, consistent with the City's adopted Industrial Area Master Plan and zoning (collectively, "the Master Plan") for those properties and consistent with the City's objectives to create employment opportunities within the City, broadening the City's tax base and helping make the City a complete community.

H. The extensions of Sequoia Parkway and Southeast 4th Avenue are an important element in assuring the development of the Industrial Park consistent with the City's Master Plan and zoning. Construction Stages 1 and 2 have been constructed but additional segments will need to be constructed to implement the Master Plan. Construction Stage 3 is also a key element in the City's transportation plan and is among the priority capital improvement projects for the City. Construction Stage 3 will generate significant public benefit to City residents and businesses in the form of improved safety, street capacity and connectivity.

I. Except for funds controlled by the Canby Urban Renewal Agency, the City has no capital improvement funds for Construction Stage 3, despite the priority of Sequoia Parkway and Southeast 4th Avenue as needed capital improvements. The City has had conversations with the Oregon Economic and Community Development Department (OECDD) concerning a loan which would allow Construction Stage 3 of the Industrial Park. Rights-of-way

for Construction Stage 3 are presently owned by certain Owners and would need to be acquired by the City in order for the next phase of construction.

J. Discussions between the City and the Owners have culminated in a consensus between those parties as to how the objectives of the Master Plan and Construction Stage 3 can be implemented.

K. The financing plan for Construction Stage 3 is conditioned upon contributions of right-of-way, construction of certain improvements at private expense, and the generation of system development charges (“SDCs”) resulting from development of Owners’ properties. Therefore, the estimated cost of Construction Stage 3 is heavily dependent upon right-of-way contributions and the financial considerations arising from development of Owners’ properties.

L. The Owners have indicated their willingness to proceed as described in this Memorandum of Understanding II (MOU II) and the City, likewise, is prepared to undertake actions consistent with these recitals, consistent with this MOU II.

NOW, THEREFORE, THE PARTIES HERE BY AGREE AS FOLLOWS:

1. Sequoia Parkway Extension

1.1 The parties agree to support the Sequoia Parkway segment of Construction Stage 3 as shown on the map attached hereto as Exhibit B.

1.2 The Sequoia Parkway segment of Construction Stage 3 will consist of approximately 1,270 lineal feet between the current terminus of the common property line of the Parsons parcel (Tax Lot 1800) and the Burden parcel (Tax Lot 1700), to the intersection of Southeast 4th Avenue. The Sequoia Parkway segment of Construction Stage 3 shall have a 74-

foot right-of-way with a 50-foot curb-to-curb paved travel section, without any center median planter strip at this time.

1.3 In consideration for the City proceeding as described in this MOU II, the Owners of Tax Lot 1800 (Parsons parcel), Tax Lot 1700 (Burden parcel), and Tax Lot 1600 (Fitzpatrick parcel) will dedicate right-of-way necessary to permit construction of the Sequoia Parkway segment of Construction Stage 3 consistent with paragraphs 1.1 and 1.2 above.

1.4 The right-of-way dedications for the Sequoia Parkway segment of Construction Stage 3 shall be valued at not less than \$2.82 per square foot for an aggregate estimated value of \$265,440.00 based upon a 74-foot right-of-way at 1270 lineal feet. The City agrees that no property Owner is required to make such dedication and that each such dedication is a charitable contribution to the City made voluntarily by the affected Owners.

1.5 Similar to the right-of-way dedication, and in consideration for the City's performance under this MOU II, the affected Owners will voluntarily assume financial and construction responsibility for sidewalks and adjoining planter strips along the Sequoia Parkway segment of Construction Stage 3 segment at such time as their respective properties develop. At an Owner's election, the Owner may regard the construction of sidewalks and planter strips as a contribution to the City. The value ascribed to such improvements shall be not less than \$44.24 per lineal foot, or an aggregate estimated amount of \$56,273.00. Such amount shall be adjusted based upon actual square footage of improvements and actual cost for such improvements. The City agrees that construction of such improvements is voluntary on the Owners' part.

1.6 The City agrees that in order for the Industrial Park to develop consistently with the City approved Master Plan and zoning, additional construction stages will be required. It is anticipated that Construction Stage 4 will consist of the development of Hazel Dell Way. Construction Stage 5 will consist of the extension of Sequoia Parkway from its Stage 3 terminus

southerly to Township Road. Construction Stage 6 will consist of the extension from the Stage 5 terminus through the Weygandt parcel. The parties recognize that the specific alignment, financing and construction of the Stages 4, 5 and 6 are not the subject of this MOU II.

2. Southeast 4th Avenue Extension

2.1 The parties agree to support the extension of the Southeast 4th Avenue segment of Construction Stage 3 as shown on the map attached hereto as Exhibit B.

2.2 The Southeast 4th Avenue segment of Construction Stage 3 will consist of approximately 900 lineal feet between the current terminus of the Parkway near the Northeast corner of Tax Lot 34 (Shimadzu property) and the Southeast corner of Tax Lot 1700 (Burden parcel), to the intersection of Sequoia Parkway and Southeast 4th Avenue. The Construction Stage 3 segment shall have a 74-foot right-of-way with generally a 40-foot curb-to-curb paved travel section (except for a 50-foot section at the intersection of Sequoia).

2.3 In consideration for the City proceeding as described in this MOU II, the Owners of Tax Lot 1700 (Burden parcel), and Tax Lot 1600 (Fitzpatrick parcel) will dedicate right-of-way necessary to permit the extension of the Southeast 4th Avenue segment of Construction Stage 3 consistent with paragraphs 2.1 and 2.2 above.

2.4 The right-of-way dedications for the Stage 3 Southeast 4th Avenue segment shall be valued at not less than \$2.82 per square foot for an aggregate estimated value of \$79,947.00 based upon 28,350 square feet. The City agrees that no property Owner is required to make such dedication and that each such dedication is a charitable contribution to the City made voluntarily by the affected Owners.

2.5 Similar to the right-of-way dedication, and in consideration for the City's performance under this MOU II, the affected Owners will voluntarily assume financial and construction responsibility for sidewalks and planter strips along the Southeast 4th Avenue

segment of Construction Stage 3 at such time as their respective properties develop. At an Owner's election, the Owner may regard the construction of sidewalks and planter strips as a contribution to the City. The value ascribed to such improvements shall be not less than \$22.12 per lineal foot, or an aggregate estimated amount of \$19,908.00. Such amount shall be adjusted based upon actual square footage of improvements and actual cost for such improvements. The City agrees that construction of such improvements is voluntary on the Owners' part.

3. Financing of Southeast 4th Avenue and Sequoia Parkway Extensions - Construction Stage 3.

3.1 Other than the contributions of right-of-way and sidewalk and planter strip construction by the Owners (as described in paragraphs 1.4, 1.5, 2.4 and 2.5, above) the City shall be responsible for Construction Stage 3 to the standards described in paragraphs 1.2 and 2.2 above, at the City's exclusive expense. The anticipated cost to construct Construction Stage 3 is \$1,040,00.00, which the City anticipates will be funded through a loan from OECDD. With the exception of the City's standard SDCs, none of the Owners shall have any obligation nor shall they be required in any respect to contribute to the cost of any Construction Stage 3 segment improvements, whether directly or through any financing mechanism, special systems development charge, or any fees or assessments whose purpose is to fund construction of such improvements. The City anticipates that loan repayment will come from approximately \$785,700.00 in Urban Renewal District funds and \$254,300.00 in SDC funds. But in any event none of the Owners shall be responsible for re-payment of the loan, directly or indirectly, in whole or in part.

3.2 Under no circumstances shall any of the Owners be required to participate or have their properties included within any advance finance district, local improvement district or similar special financing mechanism for construction of Construction Stage 3. The City also

agrees that the decision not to utilize an advance finance district, local improvement district or similar financing mechanism for Construction Stage 3 shall not defer or require that future Sequoia Parkway or Southeast 4th Avenue segments be financed, in whole or in part, through the use of such mechanisms. The determination of financing methods for subsequent Sequoia Parkway and Southeast 4th Avenue segments shall be determined at the time appropriate for construction of such segments.

3.3 The City and the Owners recognize that their respective commitments and contributions as described in this Agreement are based upon the City seeking and obtaining OECDD loan approval for Construction Stage 3. If the City is unable to obtain OECDD approval, the Owners may, at each Owner's individual discretion, withdraw from this MOU II if loan approval is not granted within one (1) year from the date of this MOU II.

3.4 The Owners agree to support the City's OECDD loan application for Construction Stage 3. Such support is based upon the City's reciprocal commitments as stated in this MOU II.

4. Recognition of Parties

This MOU II is executed by the City pursuant to affirmative vote of the City Council and the Board of Directors of the City's Urban Renewal District. For purposes of additional discussion and implementation of this MOU II, the Owners continue to designate the officers of the Industrial Area Association ("IAA") as their spokespeople and clearinghouse for information.

5. Reciprocal Commitments

Both the City and the Owners recognize and agree that the commitments, promises and agreements stated in this MOU II are mutual and reciprocal. Should a party not perform as specified in this MOU II, the other party shall be relieved of its obligations to

perform. The parties shall undertake all reasonable and necessary steps to implement this MOU II, consistent with the objectives stated in the Recitals. Should the Owners identified in paragraphs 1.3, 1.5, 2.3 and 2.5 fail to dedicate right-of-way for Construction Stage 3 or fail to construct sidewalks and/or planter strips upon development of their properties, the City is relieved of its obligation not to impose other means of financing for those improvements, but such action shall be subject to all legal rights and processes available to any Owner.

CITY OF CANBY

CANBY URBAN RENEWAL AGENCY

By: _____
Melody Thompson, Mayor

By: _____
Randy Carson, Chair

Charles Burden, Personal Representative of
the estate of Ray L. Burden, deceased

Jacque E. Parsons Trustee and/or
Jacque E. Parsons/Cecelia Parsons

Thomas Fitzpatrick

EXHIBIT A

(Property Owners)

<u>Owner</u>	<u>Tax Lot Number</u>	<u>Street Address</u>	<u>Acreage</u>
Estate of Ray L. Burden	31E341700	2035 SE 1 st Avenue	31.61 acres
Jacque E. Parsons Trustee and/or Jacque Parsons/Cecelia Parsons	31E3401800		8.02 acres
Thomas Fitzpatrick	31E3401600	399 S. Walnut Street	1.85 acres
Total: 3 parcels		Total acreage: 41.48 acres	

M E M O R A N D U M

TO: *Honorable Mayor Thompson and City Council*
FROM: *Mark C. Adcock, City Administrator*
THROUGH: *Chaunee Seifried, Finance and Court Services Director*
DATE: *January 13, 2004*
PREPARED BY: *Chaunee Seifried, Finance Director*

Issue: Adopt Resolution 849 adding Hartford Life Deferred Compensation Plan to be made available to all eligible employees (elected officials, and independent contractors) participating in said Deferred Compensation Plan.

Recommendation: Staff recommends that the City Council approve Resolution 849

Background: The City of Canby currently participates in the optional 457 Deferred Compensation Plans and would like to offer all employees, elected officials, and independent contractors the Hartford Deferred Compensation Program as an addition to the current Plans that the City already participates in. One of the advantages would be that we would have a local representative for the employees to work with.

Fiscal Impact: There is no fiscal impact for the City. This is a 457 Deferred Compensation Plan for the employees that choose to invest their money as an additional benefit

Options:

1. Approve Resolution 849 and give the employees an additional 457 Plan to voluntarily choose from.
2. Not approve Resolution 849 and only offer the current plans.

Attached: Resolution 849

RESOLUTION NO. 849

WHEREAS, the City of Canby has considered the establishment of a Deferred Compensation Plan to be made available to all eligible employees (elected officials, and independent contractors) participating in said Deferred Compensation Plan; and

WHEREAS, certain substantial tax benefits could accrue to employees, (elected officials, and independent contractors) participating in said Deferred Compensation Plan; and

WHEREAS, The Hartford has established a master prototype deferred compensation program for cities, political subdivisions, and special districts, permitting its/their employees to enjoy advantages of this program; and

WHEREAS, The Hartford agrees to hold harmless and indemnify the City, its appointed and elected officers and participating employees from any loss resulting from the failure of The Hartford or of its Agent's failure to perform its duties and services pursuant to the Hartford Program;

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

The City of Canby hereby adopts the Hartford Deferred Compensation Program and its attendant investment options and hereby establishes the Hartford Life Deferred Compensation Plan for the voluntary participation of all eligible employees (elected officials and independent contractors).

The City Treasurer is hereby authorized to execute for the City of Canby individual participation agreements with each said employee requesting same, and to act as "Administrator" of agreements and contracts as are necessary to implement the Program. It is implicitly understood that, other than incidental expenses of collecting and disbursing the employee's deferrals and other minor administrative matters, there is to be no other cost to the City of Canby for the program.

ADOPTED this ____ day of _____, 2004, by the Canby City Council.

Melody Thompson – Mayor

ATTEST:

Chaunee Seifried – City Recorder, Pro-Tem

DATE: January 13, 2004

MEMO TO: Honorable Mayor Thompson and City Councilors

FROM: Beth Saul, Library and Parks Director

Through: Mark Adcock, City Administrator

RE: Update to Park and Recreation Advisory Board language

Issue: The code language for the establishment of the Parks and Recreation Advisory Board is in need of updating. Currently the board is called a Parks and Swim Center Advisory Board and the rest of the language in the chapter is laden with references to the Swim Center and says little about parks. Ordinance # 1133 updates this chapter to fit the current business of the advisory board and also to make it consistent with the language for other advisory boards.

Recommendation: *Staff recommends that the Council approve Ordinance # 1133, an ordinance amending Canby Municipal Code Section 2.56 creating a Parks and Recreation Advisory Board.*

Background: The Park and Recreation Advisory Board has been reviewing the language in the Municipal Code and has recommended the changes that the City Attorney has incorporated into the new ordinance. In addition, the City Attorney has updated all language to be consistent with that of other sections of the code related to advisory boards. The Park and Recreation Advisory Board also asked that their number be increased to seven members in order to attract a larger number of candidates from a cross section of recreational interests. Parks and recreation covers a wide variety of activities and issues and relates to all ages in the community. The larger board will provide greater opportunity for interested people to become involved.

Fiscal Impact: None.

Options: The Council could ask for additional changes, or reject some of the changes proposed by the Park and Recreation Advisory Board. However, staff is comfortable with the new language and expanded board.

ORDINANCE NO. 1133

AN ORDINANCE AMENDING CANBY MUNICIPAL CODE SECTION 2.56 CREATING A PARKS AND RECREATION ADVISORY BOARD.

WHEREAS, Chapter 2.56 of the Canby Municipal Code created a Parks and Swim Center Advisory Board to advise the City Council about matters associated with the Canby Swim Center, and

WHEREAS, the City Council now wishes to expand the duties of the Advisory Board to include, not only swim center matters, but all parks and recreation matters that arise in the City, now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. Chapter 2.56 of the Canby Municipal Code is renamed from "Canby Swim Center" to "Canby Parks and Recreation" with the Sections adopted as follows:

- CMC 2.56.010 "Established"
- CMC 2.56.020 "Governing body - advisory role"
- CMC 2.56.030 "Parks and *recreation* advisory board"
- CMC 2.56.040 "Terms of office - vacancies"
- CMC 2.56.050 "Officers - procedures"
- CMC 2.56.060 "Duties and powers"
- CMC 2.56.070 "Parks and *recreation* manager"
- CMC 2.56.080 "Location of meetings"
- CMC 2.56.090 "Fees and charges"

Section 2. CMC 2.56.020 is amended to read as follows:

"The City's swim center, as established by CMC 2.56.010, shall be governed by the city council. A parks and *recreation* board shall be appointed to serve in an advisory role to the council."

Section 3. CMC 2.56.030 is amended to read as follows:

"2.56.030 Parks and *recreation* advisory board."

"The parks and *recreation* advisory board shall consist of seven members appointed by the *City Council upon recommendation of the board chairperson and the City Council Parks liaison. The Mayor may vote only to break a tie, if necessary. Board members shall serve at the pleasure of the City Council.* No member of the board shall have any financial interest, either directly or indirectly, in any contract to

which the Swim Center or *Parks Department* is a party, nor shall any such member receive a salary or any payment for materials or for any services rendered the board. Board members may be reimbursed by the City for expenses incurred in the performance of their duties."

Section 4. CMC 2.56.040 is amended to read as follows:

"Terms of office shall be for three years from July 1st in the year of their appointment. At the expiration of the term of any board member, the Council shall appoint a new member or reappoint an existing member for a term of three years. If a vacancy occurs, the Council shall appoint a new member to complete that unexpired term. All new members shall be appointed by the Council upon the recommendation of the Board chairperson and Council liaison. Any board member failing to attend three consecutive meetings without approval of the board chairperson, may be removed by the Council and a new member appointed to complete the unexpired term."

Section 5. CMC 2.56.050 is amended to read as follows:

"At the first meeting of each year, the board shall elect a chairman, vice-chairman and a secretary who shall serve for a term of one year. Four members of the board shall constitute a quorum. The board shall have authority to make and alter rules, with approval of the Council, for its government and procedures."

Section 6. CMC 2.56.060 is amended to read as follows:

"The duties of the parks and recreation advisory board shall include:

- A. Keeping informed about current trends in parks and recreation services and administration.*
- B. Studying growth and needs in the city and its vicinity for parks and recreation services.*
- C. Developing long-range plans for parks and recreation services and facilities, consistent with city priorities.*
- D. Recommending types of parks and recreation services for the city and its vicinity, including marketing of such services.*
- E. Investigating sources of funding for parks and recreation services and facilities.*
- F. Recommending policies for the acceptance and use of gifts for parks and recreation purposes.*
- G. Participating in the annual budgetary process of the city as that process pertains to parks and recreation services.*
- H. Recommending policies and procedures conducive to efficient and effective operation of parks and recreation services.*
- I. Reviewing and recommending terms of contracts and working relationships with other public agencies regarding parks and recreation services.*

- J. Encouraging widespread public support and use of *park and recreation services and facilities*.
- K. Submitting an annual report to the City Council.
- L. *Advising the Planning Department regarding park land dedication and other park planning issues to meet the public needs identified in the Park Master Plan and Park Acquisition Plan.*
- M. Performing other duties as authorized by the City Council."

Section 7. CMC 2.56.070 is amended to read as follows:

"2.56.070. *Park and Recreation Manager.*"

"The *park and recreation* manager shall be appointed by the City Council with consideration given to any recommendation from the *parks and recreation* advisory board."

Section 8. CMC 2.56.080 is amended by **adding** the following:

"Advisory board meetings are subject to public meeting law and shall be open to the public."

Section 9. CMC 2.56.090 is amended to read as follows:

"Fees and other *parks and recreation* charges shall be determined by the City Council with consideration given to recommendations from the advisory board. Current fees and lists of charges shall be set by Council resolution and conspicuously displayed at each facility."

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, _____ 2004, 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, _____, 2004, commencing at the hour of 7:30 P.M. in the Council Meeting Chambers at Canby City Hall in Canby, Oregon.

Chaunee Seifried
City Recorder - Pro Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on _____, 2004, by the following vote:

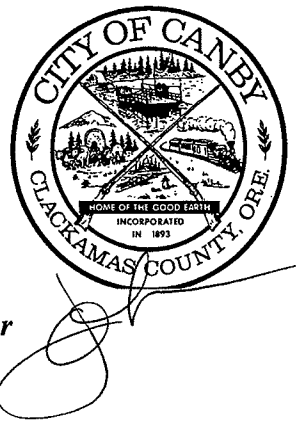
YEAS _____

NAYS _____

Melody Thompson, Mayor

ATTEST:

Chaunee Seifried, City Recorder - Pro Tem



MEMORANDUM

TO: *Honorable Mayor Thompson and City Council*
FROM: *John R. Williams, Community Development & Planning Director*
DATE: *January 13, 2004*
THROUGH: *Mark C. Adcock, City Administrator*

Issue: Engineering services for Hazel Dell Way.

Synopsis: This ordinance is needed to begin the design engineering services for the next stage of construction on Sequoia Parkway. The \$31,900 contract includes surveying, roadway design, and contract bid preparation.

Recommendation: Staff recommends that the City Council approve Ordinance 1134, awarding the design engineering contract for Hazel Dell Way to Curran-McLeod, Inc.

Rationale: Curran-McLeod, Inc. has provided contract engineering services to the City for many years. Stage 2 construction (the recently completed work on S. Sequoia and Hazeldell) was completed on time and under budget, and we are very satisfied with the firm's work. The Council recently awarded the design contract for Stage 3 construction (Sequoia/4th) to Curran-McLeod.

Curran-McLeod has worked extensively in the Industrial Park over the past three years and we can capitalize on this work to save money and time in the engineering process. In fact, the proposed contract represents under 5% of the estimated construction costs, significantly less than a standard contract might be.

Background: The Agency has agreed to front this cost to move the project forward, but has not established a financial agreement with the property owners for the Hazel Dell project. This discussion will commence on January 14 with a proposal from the property owners regarding cost allocation. Expenses are as follows:

Design Surveys, boundary reconciliation	\$6,500
Property Dedications, 2 properties/1 owner	2,000
Roadway & Utility Design, 6 sheets	
Principal Engineer 45 Hrs @ \$94 / hr	4,230
Project Engineer 85 Hrs @ \$88 / hr	7,480
Graphics Technician 120 Hrs @ \$50 / hr	6,000
Clerical support 20 Hrs @ \$40 / hr	800
Contract Documents	1,200
Coordination & Approval Meetings	3,500
Printing & Distribution Costs	<u>190</u>
TOTAL DESIGN PHASE SERVICES	<u>\$31,900</u>

Construction phase services will be on an hourly basis as needed and are anticipated to be approximately 5% to 7% of the construction cost.

- Options:
1. Seek more estimates for these engineering services and delay adoption of the ordinance until this information is in hand. Staff does not recommend this option because we are confident in Curran-McLeod's work and would like to move forward with the next stages of this project.

Attached: Ordinance 1134 and contract.

ORDINANCE NO. 1134

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY RECORDER TO EXECUTE A CONTRACT WITH CURRAN-MCLEOD, INC. CONSULTING ENGINEERS FOR ENGINEERING SERVICES ON AN APPROXIMATE 1,500 FOOT EXTENSION OF HAZELDELL WAY TO SE 1ST AVENUE; AND DECLARING AN EMERGENCY.

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, CURRAN-McLEOD, INC. has provided facility planning, pre-design reports, preliminary engineering and cost estimates for engineering and construction for the extension of Hazeldell Way to SE 1st Avenue in the Canby Pioneer Industrial Park; and

WHEREAS, the CITY OF CANBY anticipates the need to complete construction of an extension of Hazeldell Way within calendar year 2004; Now therefore,

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and City Recorder 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 on in an amount not to exceed \$31,900.

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 21th, 2004; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, February 4, 2004, after the hour of 7:30 pm at the Council Chambers at the Canby City Hall, 182 N. Holly, Canby, Oregon.

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 4st day of February, 2004, by the following vote:

YEAS NAYS

Melody Thompson, Mayor

ATTEST:

Chaunee Seifried, City Recorder

**HAZELDELL WAY IMPROVEMENTS
CANBY PIONEER INDUSTRIAL PARK**

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made this ____ day of _____, 2004, by and between **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 extend Hazeldell Way approximately 1,500 feet to the projected intersection with SE 1st Avenue to serve the present and future needs of the City of Canby, 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 December 11, 2003 scope letter to the City of Canby, 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 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 State of Oregon 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 permits and review fees as provided in Section F-2 of this Agreement.

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 five 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 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. A written record of site visits during construction shall be maintained by the ENGINEER.
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 the Certificate of Substantial Completion.

SECTION B - COMPENSATION FOR ENGINEERING SERVICES

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

Design Engineering (as identified in the attached Exhibit A dated December 11, 2003):

- Thirty one thousand nine hundred Dollars (\$31,900)

Construction Engineering:

- Amount to be negotiated at the time of construction

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 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 State 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, B and C, 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:

CITY OF CANBY

BY:

TITLE:

DATE:

ENGINEER:

CURRAN-McLEOD, INC.

BY:

TITLE: PRESIDENT

DATE:

December 11, 2003

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS

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

Mr. John Williams
City of Canby
182 North Holly Street
Canby, OR 97013

**RE: CITY OF CANBY ROW DEDICATIONS
HAZELDELL WAY EXTENSION TO SE 1st AVENUE**

Dear John:

We have prepared a brief overview of the tasks associated with extension of Hazeldell Way to SE 1st Avenue for your use. The alignment shown is preliminary but should be in agreement with that requested by the Agency and IAA representatives.

STREET ALIGNMENT:

The alignment of the existing Hazeldell roadway will continue east, cross the local drainage way and sweep through a large radius to the north to intersect at right angles with SE 1st Avenue. It appears that one existing residence south of 1st Avenue will need to be removed for this alignment to be efficient. North of 1st Avenue, the future extension on this alignment will be west of the nearest existing residence and will cross through the open field. This alignment should also be discussed with the property owners outside of the industrial park to assure the long range plan is feasible.

The total length of street to intersect with SE 1st Avenue is approximately 1,500 lineal feet as shown on the attached sketch. The roadway would be a three-lane collector, with a 50 foot curb to curb dimension in a 74 foot right-of-way.

PROJECT COST:

The summary of estimated costs of extending Hazeldell Way is listed below. Canby Utility expense was prorated from the existing project and no costs were included for right-of-way acquisition.

**HAZELDELL WAY EXTENSION
PROJECT COST ESTIMATES**

Street & Utility Construction Cost	\$600,000
Canby Utility Power & Street Lighting	<u>80,000</u>
Sub-Total Construction Cost	\$680,000
Engr, Legal, Admin & Contingency (25%)	<u>\$170,000</u>
TOTAL COST	<u>\$850,000</u>

Mr. John Williams
December 11, 2003
Page 2

Twenty five percent has been added to the construction costs for engineering, legal, administration and contingency. More specific design phase engineering costs are estimated below:

HAZELDELL WAY EXTENSION
Design Phase Engineering Services

Design Surveys, boundary reconciliation	\$ 6,500
Property Dedications, 2 properties/1 owner	2,000
Roadway & Utility Design, 6 sheets, 1,500 lf	
Principal Engineer 45 Hrs @ \$94 / hr	4,230
Project Engineer 85 Hrs @ \$88 / hr	7,480
Graphics Technician 120 Hrs @ \$50 / hr	6,000
Clerical support 20 Hrs @ \$40 / hr	800
Contract Documents	1,200
Property Coordination & Approvals	3,500
Printing & Distribution Costs	<u>190</u>
 TOTAL DESIGN PHASE SERVICES	 <u><u>\$31,900</u></u>

Please let me know if you need any additional information on this option.

Very truly yours,

CURRAN-McLEOD, INC.

Curt J. McLeod, P.E.

Enclosure: Cost Estimate
Alignment Sketch

Preliminary Cost Estimate

**CANBY PIONEER INDUSTRIAL PARK
HAZELDELL WAY EXTENSION ROAD IMPROVEMENTS
December 2003**

Item No.	Description	Quantity	Unit	Unit Price	Total
1	Mobilization	All	Lump Sum	\$32,100.00	\$34,100.00
2	Traffic Protection & Direction of Traffic	All	LS	500.00	500.00
3	Erosion Control	All	LS	3,000.00	3,000.00
4	Clearing and Grubbing	All	LS	12,000.00	12,000.00
5	Stripping (12" deep)	5,500	CY	4.00	22,000.00
6	Common Excavation	5,000	CY	4.00	20,000.00
7	Embankment	12,000	CY	2.50	30,000.00
8	Subgrade Stabilization	100	CY	25.00	2,500.00
9	Sawcut Asphalt/ Concrete	100	LF	3.00	300.00
10	Type "C" Concrete Curb	3,100	LF	10.00	31,000.00
11	1"-0" Crushed Rock (12" deep)	8,800	SY	10.00	88,000.00
12	½" Dense Mix Asphalt Pavement	1,900	Tons	50.00	95,000.00
13	Detectable Warning Mat (ADA RAMP)	2	Each	500.00	1,000.00
14	4" Concrete Sidewalk w/ leveling rock	50	SY	30.00	1,500.00
15	Site Restoration	All	LS	5,000.00	5,000.00
16	Street Trees (Installation Only)	60	Each	50.00	3,000.00
17	Street Signs and Posts	5	Each	200.00	1,000.00
18	Remove Existing Signs	1	Each	50.00	50.00
19	Remove Existing Street Barricade	1	Each	400.00	400.00
20	Utility Trenching with conduits and Native Backfill (Common Trench)	3,000	LF	9.00	27,000.00
21	Utility Trenching with conduits and Rock Backfill (Common Trench)	300	LF	12.00	3,600.00
22	Utility Trenching with conduits and Rock Backfill (Single Trench)	100	LF	12.00	1,200.00
23	Excavate and Backfill and Install Street Light Poles	15	Each	1,500.00	22,500.00
24	Excavate, Install Utility Vaults (644) and Backfill	8	Each	1,200.00	9,600.00
25	Excavate, Install Utility Vaults (810) and Backfill	4	Each	2,500.00	10,000.00
26	12" ADS N12 STORM including Trench Excavation & Crushed Rock Backfill	100	LF	28.00	2,800.00
27	48" Diameter Sedimentation Manhole	4	Each	2,000.00	8,000.00
28	48" Diameter Dry Well	4	Each	3,500.00	14,000.00

29	Type G-2 Catch Basins including Environmental Fittings	8	Each	1,500.00	12,000.00
30	8" PVC 3034 SANITARY including Trench Excavation & Crushed Rock Backfill	1,700	LF	30.00	51,000.00
31	8" PVC 3034 SANITARY including Trench Excavation & Native Backfill	200	LF	27.00	5,400.00
32	48" Diameter Standard Manhole, All Depths	4	Each	2,000.00	8,000.00
33	Connect to Existing Manhole	1	Each	800.00	800.00
34	12" D.I. CL52 WATER including Trench Excavation & Crushed Rock Backfill	1,500	LF	28.00	42,000.00
35	8" D.I. CL52, including Trench Excavation & Crushed Rock Backfill	200	LF	250.00	5,000.00
36	8" D.I. CL52, including Trench Excavation & Crushed Native Backfill	200	LF	23.00	4,600.00
37	12" MJ Butterfly Valve	5	Each	750.00	3,750.00
38	12" - 45° MJ Elbows	4	Each	450.00	1,800.00
39	12" X 8" MJ X FL Tee	6	Each	350.00	2,100.00
40	8" MJ X FL Gate Valve	6	Each	650.00	3,900.00
41	8" MJ Cap	6	Each	50.00	300.00
42	2" Blowoff Assembly	6	Each	300.00	1,800.00
43	6" Fire Hydrant Assembly	3	Each	3,500.00	10,500.00
44	Street Striping	All	LS	3,000.00	3,000.00
45	Rock Excavation and Haul-off	500	CY	150.00	75,000.00

CONSTRUCTION COST

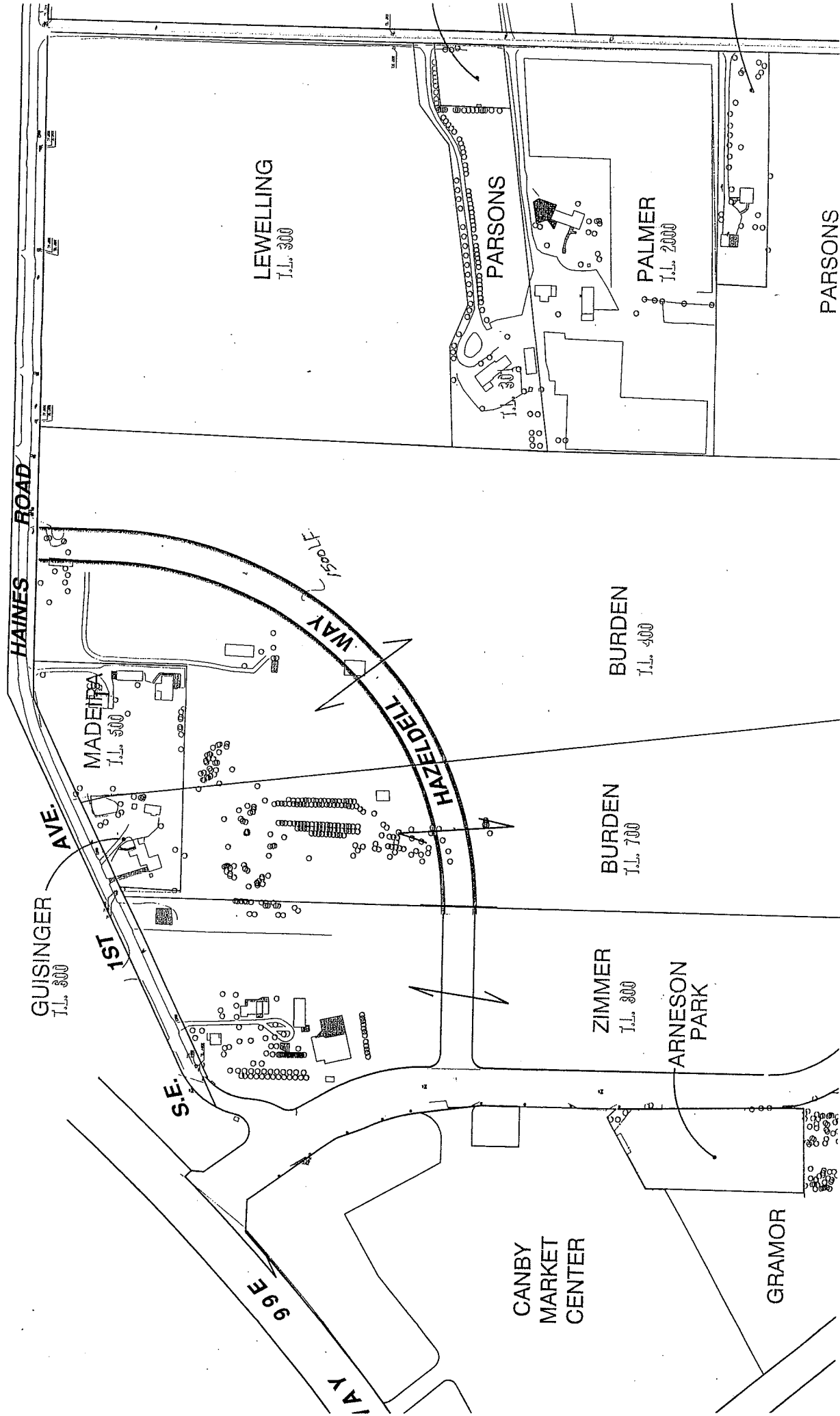
\$680,000.00

ELAC (25%)

\$170,000.00

TOTAL CONSTRUCTION COST

\$850,000.00



WASTEWATER TREATMENT FACILITY MONTHLY REPORT

To: *Honorable Mayor Thompson, City Council*

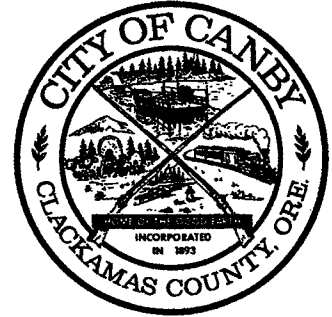
From: *Mark Adcock*

Through: *John Williams*

Prepared by: *Darvin Tramel*

Subject: *December 2003 Wastewater Treatment Report*

Date: *January 12, 2003*



Facility Operations & Maintenance & Construction:

Effluent quality for the month of December was exceptional to good in all categories, with no interruption of services or violations. The treatment process had been upset during the middle of the month, due to an accidental release of lime to the aeration system. The additional lime raised the pH to an abnormally high level and caused turbidity in the effluent. Exciting, yet boring news for the month is the lack of biosolids odor complaints from adjoining and abutting land owners of application sites.

Major maintenance activities for the month of December included rebuilding of the lime pump, and replacing the rotor. Also during the month of December the new Belt Press failed due to a gear box that had broke. The gear box was replaced under warranty and they have yet to determine the cause of the failure.

Construction activities for Contractors, Inc. are complete and they moved all their equipment off site on December 12, 2003. Equipment and building insurance has been transferred to the City and the one year construction warranty is now in place.

<u>New Connections:</u>	43	<u>Monthly Averages:</u>	
<u>Total Connections:</u>	5190	<u>Effluent BOD₅:</u>	8 mg/l
<u>Average Flow:</u>	1.0050 mgd	<u>Effluent CBOD₅:</u>	4 mg/l
<u>Fecal Coli</u>	35	<u>Effluent TSS:</u>	12 mg/l

Biosolids Program:

The City of Canby applied 90 cubic yards of dewatered cake to the Odman and Asbell application sites.

Pretreatment Program:

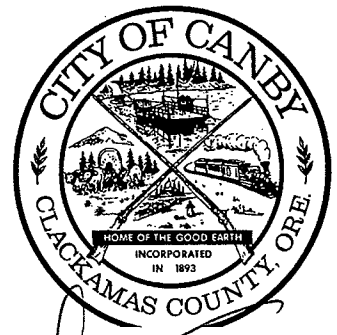
During the month of December staff and I completed our annual three day metals analysis of our influent, effluent, and primary effluent. Staff also completed a river sampling for mercury and metals, using ultra clean sampling protocol and methodology for both the river and effluent samples.

Meetings and Training Attended

I attended meetings for the construction project, Oregon Association of Clean Waters Agency (ACWA) pretreatment, EOC, and our City storm water committee.

COMMUNITY DEVELOPMENT

MONTHLY REPORT



TO: Honorable Mayor Thompson and City Council
FROM: John Williams, Community Development & Planning Director
DATE: January 9, 2004
THROUGH: Mark C. Adcock, City Administrator
RE: Community Development project status

The holidays are typically a time for getting longer-term projects done as the flow of customers through our doors slows down, and this month has been no exception. I've been spending my time on a few major projects, such as the Economic Development Plan, Street Maintenance Fee, and NE Canby Master Plan. Following is the status of these and other major Community Development projects as of January 9. Please call me or the appropriate staff if you have any questions. The updates on Planning and Building revenues and Planning Commission activities are also attached. Items shown with a * are completed and will be deleted from next month's report; items underlined are new additions.

Street Projects

1. **CDBG grant application.** *No change.* Clackamas County has tentatively agreed to fund our SE 2nd Avenue project in 2006. This project will realign 2nd Avenue through the Canby Telephone Parking lot, vacate a section of the existing 2nd Avenue, and reconstruct the rest of 2nd between Juniper and Locust with sidewalks. *Background:* the Community Development Block Grant program is federal money to fund projects benefiting low-income areas. Funds are available over a three-year period.
2. **Street maintenance funding.** *No change - ongoing work.* Clackamas County's measure 3-115 was defeated by the voters in November. Staff will return to the Council with a detailed project proposal and public involvement process in February. *Background:* The Council has directed staff to spend time and money to work on the details of potential street maintenance funding mechanisms. This work will include a detailed inventory of Canby's commercial buildings, and investigation into potential gas tax revenues.
3. **99E/Territorial intersection.** *No change.* This intersection is recommended for funding in the 2004-2007 State Transportation Improvement Program. The project would be funded in the Safety category, is estimated at \$2.97 million, and is scheduled for 2006.
4. **Arndt Rd. improvements.** *No change.* The County's approval of this project is being appealed to the Land Use Board of Appeals. Neighbors of the project are concerned about the impacts the project will have on their properties and the river. *Background:* The County has received funding for this long-anticipated project, which will make it much easier for truck traffic to reach I-5 from Canby. The first phase, which straightened the 90 degree turns on Arndt, has been completed. The second phase, which will connect Arndt directly to 99E with a new road along the Molalla River, under the rail trestle, and through Canby Ford, is scheduled for construction in 2005.
5. **Street project prioritization.** *No change.* At a March 26, 2003 workshop, the Council asked

staff to set up a discussion of street capital projects, including funding sources and project prioritization. Staff will return with more details when a workshop date is available.

6. **Highway 99E frontage improvements.** I have been working with Beth Saul to find a way to clean up the right-of-way on Highway 99, particularly on the north side from Hulbert's to Redwood Street. You may have noticed that the median by the Canby Market Center was cleaned up already – thank to Beth for scheduling it and Roy for paying for it!

Wastewater Treatment Plant

7. **Sewer rate study.** *No change - ongoing work.* Darwin Tramel is leading a review of sewer rates, as is done periodically. The study will include billing options, capital projects, and potential stormwater charges. We will update the Council as soon as we have some numbers.

Planning

8. **Annexation priority system.** Staff has been working on next steps following the Planning Commission's December 8 workshop, at which we were asked to return with a "hybrid" system that might include retention of some general geographic priorities while developing the voter education piece that makes up the heart of staff's proposed second tier.
Background: This work is a required element of the state-mandated periodic review process.
9. **Public facilities and services element of the Comprehensive Plan.** *No change.* Staff is beginning to draft the appropriate sections of the code and comprehensive plan. Work will enter the public process through a Planning Commission workshop.
10. **Neighborhood Associations.** Matilda's working on an ongoing involvement and training process with the neighborhood associations, as presented to the Council recently. She is hoping to set up the televised workshop in January or perhaps February. *Background:* the Council has officially recognized two new neighborhood associations: Riverside and Northeast Canby. We have also been working with citizens in SE Canby. Staff will continue to work with these groups to provide information and training.
11. **Green Corridor agreement.** *No change.* The Council has tentatively approved ODOT's revised version of this agreement that removes any substantial financial commitment. ODOT has not produced a signed copy for the Mayor's signature, and ODOT staff seem to feel that Salem is not going to approve this version either. *Background:* In 1998 the Council, the County Commission, Metro, and ODOT tentatively agreed to an agreement dealing with growth issues and Highway 99E development but ODOT later refused to sign, citing budget shortfalls which would prevent them from implementing their portion of the agreement.
12. **Green Corridor County project.*** We believe this project is now dead – Clackamas County ran into a number of roadblocks on this project and has run out of funding. *Background:* Matilda Deas and Teresa Blackwell are Canby's representatives.
13. **Historic Review Board.** *No change.* The HRB and staff worked together to submit a grant application for various projects relating to historic preservation. *Background:* Canby's CLG designation will give us access to a pool of funding for historic preservation and education projects.
14. **Heritage Tree Inventory.** *No change – ongoing work.* Matilda Deas is leading a project to inventory Canby's historic trees. The project has support from the Canby School District, Oregon Department of Forestry, Oregon State Extension Services, and numerous volunteers around town. The inventory should be completed this month, and Ackerman students will be

doing oral histories of the trees this fall. The City Council will be designating volunteer participants at the end.

- 15. Community Park project.** *No change – ongoing work.* The phase I work is completed and Matilda is looking for business partners to support the High School's native plant nursery, which will provide plants for future phases. Matilda is preparing a presentation for the Council and Planning Commission on this topic.
- 16. Northwoods LUBA appeal.** LUBA has extended the date for their decision until January 12. LUBA held their hearing on December 4 in Salem, hearing arguments from attorneys for each side. *Background:* The Riverside Neighborhood Association has appealed the City's decision on the Northwoods application to the Land Use Board of Appeals.
- 17. NE Canby Master Plan.** *No change – ongoing work.* Staff is working with TGM to develop an agreed-upon scope of work for this project, which should be completed in January. This will be followed by an RFP to hire a consultant and get the project going. *Background:* This project will create 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. We requested \$53,000 from the state but will have to wait and see how much they will award.
- 18. Stormwater planning.** *No change – ongoing work.* Planning staff is working with Roy Hester, Darvin Tramel, 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.
- 19. Apollo Homes appeal.** The Planning Commission has agreed to review new evidence in the Apollo Homes appeal; this has been scheduled for January 26.

Urban Renewal

- 20. Economic Development Plan.** Work continues on Canby's Economic Development Plan. We have scheduled workshops with the Council, Chamber of Commerce Board, CBRD Board, and Industrial Park group to review and prioritize strategic actions. *Background:* the Council directed staff to focus on economic development at its January 2003 goal-setting session.
- 21. Development of ED Web Site.** *No change - ongoing.* We are working to develop a user-friendly economic development web site to serve as a home for our industrial and commercial recruitment efforts. We have purchased a name (canbybusiness.com) and will be getting the site up and running in the next few weeks. *Background:* 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.
- 22. Industrial recruitments.** Staff continues to work very hard on industrial recruitments and has noted an increase in interest in recent months, possibly connected with an economic recovery (?).
- 23. S. Sequoia Parkway stage 2.** This project is largely complete except for installation of street trees and some final grading and utility work. *Background:* The Urban Renewal Agency is funding this \$1.3 million project with tax increment revenues.
- 24. S. Sequoia/4th Avenue (stage 3).** The Council and Agency have agreed to go ahead with this next stage of construction, which will connect Sequoia and 4th Avenue. Costs are expected to

be approximately \$1.05 million and will be financed with a similar MOU to the stage 2 construction. This MOU will be ready for Agency review very soon. The loan application has been approved by the Council.

- 25. Hazeldell Way.** The Agency has reviewed the Hazeldell project and will be meeting with the IAA and property owners on January 14 to review financing and cost allocation for this project.. *Background:* Hazeldell Way will serve as a connection between SE 1st Avenue and Sequoia Parkway (this will take on increased importance when the 1st/Sequoia intersection becomes right-in/right-out only). The project is expected to cost approximately \$850,000 not including right-of-way acquisition.
- 26. Urban Renewal Advisory Committee.** The Urban Renewal Advisory Committee will meet January 13th to continue its review of the URD project list.

TO BE PUB. IN HERALD 1/13/04

Planning Perspective
Darren J. Nichols
Associate Planner - City of Canby
December 2003

Happy Holidays from the City of Canby Planning Department!

The Planning Commission held a single public meeting early in December. Since no formal public hearings were scheduled, Commissioners used that meeting to discuss planning in Canby. Among the topics of discussion were local transportation, annexation criteria and other quality-of-life issues for the Canby community. These discussions will continue into 2004 and beyond. So, now that we're into the new year, here is preview of upcoming hearings to be considered by the Planning Commission.

Coming up on January 12th:

- A request to partition one single-family residential property into two separate lots at 965 N Ivy Street.
- An application to annex 19.91 acres north of NE Territorial Road between N Holly Street and N Locust Street. Annexation of the 19.91 acres, also known as the Dodds property, would allow construction of approximately 80 new homes. The Dodds property was previously denied at the ballot box but the applicant requests that the City reconsider the annexation. If approved by the Planning Commission and by the City Council, Canby voters will be asked to consider this application during the general election in May.

Also, coming up on January 26th:

- A request to partition two single-family residential properties into four separate lots at 950 and 970 N Ivy Street.
- An application to annex 1.65 acres at 1550 S Ivy Street. The property currently contains a single residence. Annexation of the parcel would allow construction of approximately 10 new homes. If approved by the Planning Commission and by the City Council, voters will also be asked to consider this application during the general election in May.
- An appeal of the Apollo Homes subdivision denial. Apollo Homes requests permission to build 128 homes on 15 acres west of the Canby post office. Testimony will be limited to the issues raised in a previous hearing.

Planning in the year ahead will continue to present unique opportunities and challenges to the Canby community. And as the new year unfolds, the Planning Department will continue to rely on the help of other City Departments to help build our community. But even more importantly we will rely on input from the citizens, organizations and local businesses that ARE the Canby community. Planning Staff greatly appreciates the insight and experience of Canby citizens and we look forward to working with you to create an efficient and enjoyable community in 2004!

Drop by the office or give us call with questions or with ideas for continuing to make Canby a great place to live and work.

City of Canby Planning Department: 182 N Holly Street (503) 266-9404

Canby Development

Monthly Report

December 31, 2003

BUILDING PERMIT DATA		
PERMIT TYPE	PERMITS ISSUED	VALUATION
BUILDING PERMITS SFR	3	\$431,669.00
BUILDING PERMITS MULTIFAMILY	0	
MECHANICAL	6	
ADDITIONS NON-RESIDENTIAL	2	
ADDITIONS RESIDENTIAL	0	
OTHER	2	\$439,060.00
<u>MONTH</u>	<u>13</u>	<u>\$870,729.00</u>
YEAR	363	\$30,258,477.00

FEES AND CHARGES UPDATE		
	MONTH	YEAR
Stormwater SDC	\$553	\$9,408
Sewer SDC	\$9,505	\$217,026
Construction Excise Tax	\$3,407	\$117,587
Parks SDC	\$10,584	\$339,211
Transportation SDC	\$15,926	\$195,058
Advanced Financing		\$18,304
Building Department Fees	\$9,424	\$249,937
Planning Department Fees	\$260	\$7,281

INSPECTIONS	
MONTH	200
YEAR	2584

~~DECEMBER~~
As of end of November 2003

HOUSING UNITS WITH BUILDING PERMITS

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
TOTAL	SFR	MH	MFR	TOTAL
1977-2001	2068	366	1096	3530
% of Total	58.6%	10.4%	31.0%	

2003				
YEAR	SFR*	MH*	MFR*	TOTAL*
Jan	10	0	0	10
Feb	7	0	0	7
Mar	10	0	0	10
Apr	6	0	52	58
May	11	0	6	17
Jun	6	1	0	7
Jul	2	0	0	2
Aug	13	0	2	15
Sep	5	0	12	17
Oct	6	0	0	6
Nov	6	0	0	6
Dec	3	0	0	3
Total	85	1	72	158
% of Total	53.8%	0.6%	45.6%	

* 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
1990 - 1999	1019	247	608	1874
2000 - 2003	434	6	206	646
% of Total	54.4%	13.2%	32.4%	

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

Monthly Report

From: Eric Laitinen, Aquatic Program Manager

Date: 01/12/04

Re: December Report

December is a busy month with Canby high school swimming, the Canby Gators Swim Club and Ackerman middle school elective classes. Attendance was down for the month and so was revenue, and the ice storm was not a good start for January, but I believe we can bounce back later this month.

Canby High school started out the season like they finished last year with some wins. The mens and women's teams are both 3 and O after December. They had wins against Silverton, Forest Grove and Newberg. January looks to be a challenging month as they will swim the strong swim teams of Tigard, McMinnville and Tualatin. All three meets will be challenging.

The Canby Gators finished off the year with a bang, with the 22nd annual Canby Animal Meet. About 260 swimmers competed in Canby during the weekend of December 27th and 28th. This year each session was opened by the Mayor or one of the city council members. The meet is called the animal meet because the older swimmers get to swim three challenging events, the 1000 free, the 400 Individual medley and the 200 butterfly. The meet has grown quite a annual following.

Ackerman Middle School has started their annual swimming elective class at the Canby Swim Center. David and I each teach one of the classes as they added another class this year. It is a rewarding class to teach as many of the students are pretty beginner swimmers at the beginning of the trimester and finish up with some good swimming skills.

As for the attendance and revenue we were a little down in many areas, but I expect there will be a rebound after the ice has all melts and some sun comes out. When it is cold and wet not a lot of people think of swimming. Remember "Its Always Summer At The Canby Swim Center".

FROM : ERIC LAITINEN, AQUATIC PROGRAM MANAGER
SUBJECT: MONTHLY REPORT FOR DECEMBER 2003
DATE: January 12, 2004

CANBY SWIM CENTER DECEMBER 2003	ADMIT 2002	ADMIT 2003	PASS 2002	PASS 2003	TOTAL 2002	TOTAL 2003	YTD TOTAL O2-O3	YTD TOTAL O3-O4
MORNING LAP	31	20	268	255	299	275	1941	1820
ADULT RECREATION SWIM	101	75	347	356	448	431	2830	2887
MORNING WATER EXERCISE	99	169	0	0	99	169	825	1027
PARENT/ CHILD	0	0	0	0	0	0	541	353
MORNING PUBLIC LESSONS	0	0	0	0	0	0	5565	3371
SCHOOL LESSONS	21	409	0	0	21	409	2080	2259
NOON LAP	131	48	149	149	280	197	1132	1205
FAMILY SWIM	17	15	0	0	17	15	63	95
AFTERNOON PUBLIC	104	65	13	3	117	68	2098	1793
PENGUIN CLUB	0	0	0	0	0	0	908	726
CANBY H.S. SWIM TEAM	0	0	792	831	792	831	1522	1543
CANBY SWIM CLUB	0	0	1068	992	1068	992	4902	4479
N. MARION H.S. SWIM TEAM	0	0	0	0	0	0	0	0
EVENING LESSONS	208	198	0	0	208	198	3743	4028
EVENING LAP SWIM	23	13	46	20	69	33	547	437
EVENING PUBLIC SWIM	148	167	47	3	195	170	3277	3168
EVENING WATER EXERCISE	60	34	0	0	60	34	795	605
ADULT LESSONS	0	0	0	0	0	0	15	0
GROUPS AND RENTALS	570	231	0	0	570	231	1859	1640
WATER POLO	0	0	0	0	0	0	74	0
OUTREACH SWIMMING	0	0	0	0	0	0	247	218
TOTAL ATTENDANCE	1,513	1,444	2,730	2,609	4,243	4,053	34964	31654

FINANCE MEMORANDUM

TO: HONORABLE MAYOR THOMPSON, CITY COUNCIL
FROM: CHAUNEE SEIFRIED, FINANCE AND COURT SERVICES DIRECTOR
DATE: JANUARY 12, 2004
RE: MONTHLY REPORT
PREPARED BY: LAURA DORNBUSCH, FINANCE OPERATIONS MANAGER

We have been working diligently with the auditors. As you may recall, this is the first year that the City needs to comply with GASB statement 34. The Comprehensive Annual Financial Report (CAFR) will take on a new look and provide more business-like information. The CAFR will be distributed sometime in January or February.

Major Projects:

- We have been preparing for the calendar year-end i.e. tax reports, software loads, etc.
- Preliminary stage on version three of the Cost of Services Study.
- Chaunee is working with the Directors on the 2004-05 Budget.
- Sharon is implementing PERS reporting format changes.

Retirement:

Cary Bates, Public Works

Anniversaries:

Employee	Department	Years of Service
Dan Mickelsen	Public Works	18
Dave Conner	WWTP	11
Linda Schmidt	Pool	3
Teresa Britton	Police	1

To: Honorable Mayor Thompson
From: City Council
Roy Hester
Subject: Public Works Report for December 2003
Date: January 5, 2004

December

Street Department

- Took down St Josef's banner.
- Sprayed herbicide around town.
- Checked on Sequoia Parkway and Hazeldell.
- Spread caseron pre-immigrant at Transit center.
- Sprayed round up on weeds at SE 13th Avenue along Faist Addition.
- Unloaded concrete tools from truck.
- Picked up garbage dumped on Sequoia Parkway.
- Fixed burnt out lights in warehouse and cleaned up the warehouse.

Streets:

- Swept streets 12-5-03.
- Hauled away street sweeper debris.
- Disposed of dead animal.
- Filled numerous potholes with cold mix.
- Swept streets 12-19-03.
- Dumped (2) loads of leaves.
- Loaded dump truck with sand for 12-30-03 forecast showed overnight freezing.
- Put deicer on areas at Transit Terminal and Library where places of frozen snow was found.

Sidewalks and Curbs:

- Cold mixed driveway ramp for ADA access at 1510 N Locust (resident in wheel chair).
- Cut sidewalks and curbs on SE 13th and S Redwood.
- Applied heat activated marker on curb line on S Ivy Street at a catch basin that floods.
- Dug out and set up ADA ramps at SE 13th on S Redwood.
- Finished setup on ADA ramps.
- Poured ADA ramps on S Redwood and SE 13th, truck was late, then called late again and took most of the day.
- Removed forms from new ADA ramps, one on S Redwood at Trost School and one at SE 13th at Ackerman School.

Signs:

- Worked on Transit center sign.
- Put signs up at Transit center.
- Installed URD sign at Sequoia Parkway for Pioneer Industrial Park.
- Handled complaint about DEQ sign, we removed them from 99E.
- Picked up street signpost and crosswalk signs at Traffic Safety.
- Started making (4) street sign post units for bolt down application.
- Installed school cross post and signs on SE 13th at Ackerman and S Redwood at Trost.

Street Lights:

- Trained Les on high ranger operation while repairing (6) streetlights.
- Checked out damaged light pole at 1166 N Ponderosa.

Street Lights: (continued)

- Fixed (12) streetlights.
- Fixed (12) streetlights.

Street Trees:

- Trimmed tree away from school zone sign at 4th and N Cedar.
- Cut down tree on NE 14th and Noble Court.
- Cleaned up downed limbs around town due to snow.

Special Projects:

- Worked at Transit center laying sod.
- Worked at Transit center on the irrigation system.
- Unloaded and assembled trashcans for Transit center.
- Finished work on trashcans at Transit center.
- Installed batt insulation at City Hall above drop ceiling for sound proofing URD office.
- Moved Joyce's office from the City Shop to City Hall.

Sanitary Sewer and Storm Drains:

- Did a sewer locate on S Grant.
- Unclogged sewer lateral on NE 11th Street.
- Unclogged catch basins due to heavy rains.
- Dug up and TV'd sewer lateral on NE 11th street.
- TV's and located sanitary lateral on Knights Bridge Road for Lillian Meadows.
- Flushed sluggish sewer lateral at N Hawthorne court.
- Unplugged catch basin at N 11th and N Holly on Westside of Holly St.
- Cleared numerous catch basins due to heavy rains over the weekend.
- Sewer problem at 499 SW 5th.
- Washed sewers on SW 5th.
- TV's sewer lines on SW 5th and S Elm.
- Worked on clearing roots from sewer lateral at 715 NE 10th.

Locates:

Eleven (11) locates were done during December.

Erosion Control:

- Did (3) ESC inspections at DuPont Estates.
- Did ESC inspection at Sequoia Place on S Fir.
- Completed (2) erosion control inspections.
- Completed (1) erosion control inspection.
- Did (5) ESC inspections.
- Checked on numerous ESC sites.
- Did (2) ESC site inspections.
- Did (1) ESC excavation inspection.
- Checked on numerous ESC sites.
- Did (1) final erosion inspection.

Inspections for the month include the following:

- Sewer inspection, contractor not ready.
- Inspected (1) sewer lateral.
- Made a sanitary sewer inspection report.
- Inspected driveway approach on N Berg Parkway.
- Inspected (1) sewer lateral.

Inspections for the month include the following: (continued)

- Inspected (1) sewer lateral.

Complaint/Inquiry Request:

- Eighteen (18) complaints/Inquiries for the month of December.

Meetings/Miscellaneous:

- Went over job list with Les.
- Picked up office supplies at Finance Dept.
- Attended pre-application for Nick Netter subdivision on NE Territorial Road.
- Met with Ralph Netter on S Ivy right-of-way issues.
- Calls to American Title Co., Pat Harmon, Developer for residence at 1510 N Locust.
- Handled bill issues at City Shops.
- Went to Storm Water meeting.
- Met with SR Smith employee about street width on Berg Parkway.
- Fixed loose hose on vactor.
- Retirement luncheon was held for Cary Bates last day, December 31, 2003.



To: Honorable Mayor Thompson, City Council

From: Mark Adcock

Through: Beth Saul

Set up by: Jeff Snyder

Subject: Parks Report for December, 2003

Date: January, 2, 2004



C.C.C.C. = Clackamas County Correction Crew.

* = no specific information for this area.

Adult Center

- Raked leaves.
- Looked at broken latch for the restroom stall door, need to order one. Temporarily fixed.

Arneson Garden horticultural park

- Picked up limbs and wind debris.

Baker Prairie Cemetery

- Raked leaves and picked up wind debris.

City Hall

Community Park (River)

- Picked up limbs and wind debris.
- CCCC raked leaves.

Eco Park natural area*

Faist V property*

Holly & Territorial welcome sign property*

Hulbert's Welcome Sign property*

Library*

Locust Street

- Raked up leaves and debris.

Logging Road Trail and Fish Eddy/Log Boom property

Maple Street Park

- Painted over graffiti.
- Raked leaves.
- Trimmed up flowering Cherry trees in the S. parking lot.

Nineteenth Loop natural area*

Skate Park

- Painted over graffiti and replace handicap parking sign.

Shop Grounds

- Trimmed shrubs and raked leaves.
- Cleaned up equipment.

Swim Center*

Thirteenth Avenue future park property*

Territorial Estates, Future CLC Park*

Transit Building

- Raked leaves out of the shrub beds and the parking lots.

Triangle Park

- Raked leaves.

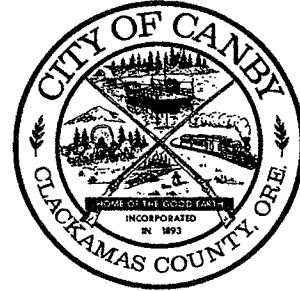
Wait Park

- Raked leaves and wind debris.
- Replaced light bulb and GFI in the light pole along Grant St.
- Installed plywood to the interior walls of the restroom building.
- Trimmed out sky lights and walls with molding in the restroom.
- Reset men's and women's restroom doors.
- Installed temper board to the interior walls of the restroom building.
- Worked on the ceiling of the mechanical room, Insulation and plywood.
- CCCC raked leaves.
- Filled cracks with caulking and primed interior walls of the restroom building.
- Scheduled with the Plumber for the restroom building.
- Painted finished color on the interior of the restroom walls and ceiling.

Willow Creek Wetlands***Training/Meetings/Miscellaneous**

- Attended City Safety Committee meeting and crew Safety Committee meeting.
- E-mailed CCCC work orders.
- Wrote monthly report.
- Attended MACS board meeting, wrote the agenda and the minutes.
- Met with Mark Adcock, Beth Saul, and Kim Scheafer to discuss the bids for the basement of City Hall.

**CANBY PUBLIC LIBRARY
MONTHLY REPORT
December 2003**



TO: Honorable Mayor Thompson
and City Council
FROM: Mark Adcock, City Administrator
Beth Saul, Library Director
PREPARED BY: Marty Moretty, Library Coordinator
DATE: January 2, 2004

Facility:

- *Completion of new workspace area for MaryLou Irving with the installation of computer with programming and e-mail needs added.
- *Our custodian started a concerted effort to replace a lot of the flourescent bulbs until he had to ask us to order more - there are a lot of lights in the building!
- *Linda Baty attended the last technical support class for the Gates computers and walked away with programs and valuable information she will be able to implement. It had more meaning once she had been working with the system over a period of time and knew the questions to ask!

Programs:

- *Staff, along with the Budget Committee , Library and Friends Boards, and interested parties, met with Joanna Rood Manager of the Library Information Network of Clackamas County (LINCC) on December 1st. She presented a history of the formation and funding mechanisms in place for the County library system and included an update on the possibility of a library levy in November, 2004.
- *Received approval from the Friends of the Canby Library to send a letter of intent for a new Spirit Mountain Grant which will focus on the talking books collection in an effort to increase circulation in that area. This is the initial step and if approved, we will then receive and submit an application.
- *Hispanic kindergarten classes from Knight Elementary came for a tour, crafts, and story time on December 5th under the able guidance of Peggy and Mary Lou.
- *Linda Baty led a storytime in the Addison Room for the Barlow Headstart Program on December 16th as well as a Boy Scout tour

of the Library on December 11th.

- *Display ad was placed in the Canby Herald to encourage people to remember how nice a (free) library card would be for a gift! They were packaged in red gift envelopes and were available at the circulation desk.
- *Thanks to generous donations from loyal patrons, we will be using the funds to add to non-fiction collection, including compact disc talking books.

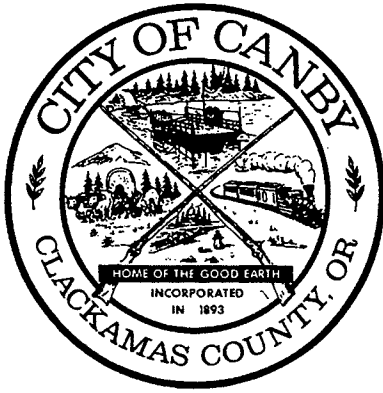
Volunteers:

- *Contributed 145.5 hrs. this month by assisting in shelving, sorting, pick lists, cataloging and processing, book mending, shelf shifting, and cleaning.
- *Once again, our Volunteer Appreciation dinner (and traditional and ever-popular white elephant gift exchange), was held at Canby Grove Conference Center on December 12th. Ruth Irons and Doug Swartz shared the honor of "Volunteer of the Year" award. The plaque is on permanent display in the Library foyer.

Friends of the Library:

- * Monthly "Friday Surprise" book sale was not held during the month but the book sale room continued to do a good business and all the Christmas offerings of the collector plates, prints, and certificates for book sale room as stocking stuffer enticements remained on display, available for sale.
- * Sorting and shelving donations at least twice a week. Lots of end-of-the-year book donations have been coming in - everyone is making room for Christmas things!
- *What a thrill for the Library to be presented a large (figuratively, too) check in the amount of \$5000 at the December 17th Council meeting from the Friends. Their hard work and many hours of dedication have made it possible for them to answer some of our wish list requests for funding - juvenile non-fiction to augment homework, juvenile fiction, patron wish list materials, talking book tape replacements, reference materials, presentation board, and lettering for 3rd Avenue side of building. Chair Loryn Moore and fellow board members presented the check to Library Director Beth Saul.
- *Hosted the free Sweet Adeline concert held on December 14th at 3pm. It was well attended but it pointed out the limited space for such performances for the performers as well as audience seating.
- *Book of the Month Club facilitated by Dale Liberty, met December 9th to review "The Secret Life of Bees" with 15 in attendance. The Club is

gaining in attendance and popularity! Keep up the good work!



City of Canby

Police Department

To: Mayor Thompson
Members of City Council

Re: December 2003 Monthly Report

From: Chief Ken Pagano

- The year of 2003 ended well with no DUII related injury automobile accidents, this was good news. We did have 91 non-injury accidents and 26 injury accidents for a total of 152 traffic crashes. We arrested 91 drivers for DUII and had a total of 241 traffic complaints reported.
- The winter coat drive that the police department partnered with Canby Telephone was a success. There were about 350 coats donated to the Outreach Center. These coats were given to local residents in need by Saint Vincent DePaul. This will be a yearly program that will be conducted by the police department and Canby Telephone Association. Abigail Lambert from CTA was a major part of this program being successful.
- One search warrant for narcotics and child neglect was conducted by our narcotics division during the month of December. Marijuana and Methamphetamine are the drugs of choice that we are running into out on the streets.
- We are in the final stage of testing for the Reserve Program. We are completing testing of three reserve applicants who are in the final stage of psychological and physical exams. Upon completion and passing of this testing they will be attending the Portland Police Bureau Reserve Academy.
- The long time police K-9 Quinn was put down because of a degenerative hip. Quinn was Officer Mead's partner for about seven years. Officer Mead is currently seeking funding for a new police dog. K-9 Jackson who is Officer Panoff's dog is back to work after recovering from an injury.
- The Accreditation process is going well which Lieutenant Kroeplin is the project manager of. This process is a joint effort by all members of the department to comply with minimum standards established by the Oregon Accreditation Alliance.

CANBY ADULT CENTER DECEMBER 2003

DECEMBER SERVICE LEVELS		YTD	LAST YEAR
CONGREGATE	60 YEARS (includes congregate, guests)		
998/month	62 average/day	6585 year	1023/month
UNDER 60	(includes volunteers, guests and staff)		
101/month	6 average/day	594/year	67/month
\$1.49 average donation			\$1.76 average
HOME DELIVERED MEALS (Includes T19)			
1433/month	89 average/day	7849 year	1367/month
UNDER 60 (T19)			
41/month	3 average/day	250/year	178/month
\$.92 average donation			\$.93 average
O.P.I. meals (Project Independence)			
16/month	1 average/day	238/year	126/month
TOTAL MEALS			
2589/month	162 average/day	15515 year	2781/month

CLIENT SERVICES	MONTH	YEAR TO DATE
49 unduplicated clients		386
Assessments	8	39
Case Monitoring	39	231
Community Outreach	11	62
Info & Referral	83	634

TRANSPORTATION		
5 average rides/day	645 miles per month	262 rides/month
26 new riders this month		

VOLUNTEER HOURS	
1084.5/ month	52 average/day

OTHER CENTER USE (Those who use the center but did not eat or volunteer)
767 people signed in

FUNDRAISING

\$8,431.35	Gifts, memorials and donations
\$960.00	Rentals
\$22,313.83	Center Projects (Includes L.O.A. \$14,417)
\$100.00	Bingo

CENTER INFORMATION

December was a wild month at the Center. We started off with the Holiday Bazaar (cleared \$773). There were fewer vendors this year, but everyone had a good time.

Seniors once again bagged rice and beans for Kiwanis food baskets. We are grateful for the many volunteers who showed up. In 1 ½ hours, they polished off 10 of those 50# bags!

Entertainment was great this month. In addition to Ida and Friends, we had hula dancers one day and a women's chorus the next. We even had a visit from Santa Claus that was completely unexpected.

A gentleman from Mulino Lions Club delivered about 300 poinsettias to us, so everyone got at least one and we had enough left over to send 40 over to Rackleff House.

Then there were all those people who kept bringing in goodies all month. We had some really nice donations and certainly appreciate all the extra effort.

Nancy Brosnahan is healing nicely and returned to work. That means we lose Annie Piccardo. She was a great addition to our staff and we honored her with a gift on her last day.

We received a final check from Hope Village for the auction. Our net gain after all expenses was \$5181.36.

We are definitely seeing a decrease in reimbursement from the County for some services we perform. Many Medicaid clients no longer qualify for meal reimbursement so they have been transferred to HDM. Also, even though we continue to track OPI, we no longer receive any funds for that program. It remains to be seen how much this will impact our budget.

Our newest exercise program continues to pay for itself through donations of \$1 per class. The instructor was acting as a volunteer until all the equipment was bought and paid for (through the \$1 donation). Now, the instructors accept those donations as a small payment for services and gas money. It seems to be working out quite well and everyone is accepted, whether they can afford the \$1 or not. It's just like everything else around here, we put a can out and those who want, donate.

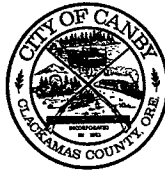
We will have a new writing class through Canby Community School for the Winter term. It should appeal to seniors as its focus is family history. We hope to have a good turn out.

As noted above, a large chunk of income this month was due to the Letter of Asking, which continues to be our most successful fund raiser. We also received a grant from PGE Foundation for \$2,000, \$1,325.00 from Gypsy Jokers, \$500 from Truax Harris, LLC and \$4,000 from Shirley Hanzlik. December was a good month for the Center.

MEMO

DATE: January 13, 2004
TO: Chaunee Seifried, Finance and Court Services Director
FROM: Kathy Mashek, Court Supervisor
RE: Monthly Report for December, 2003

- No seatbelt class was held in December
- Court trials on the 2nd Wednesday of the month were held for 21 defendants
- 440 cases were filed and 588 cases were concluded
- Revenue for the month of August was \$47,255.00.



MEMORANDUM

DATE: JANUARY 9, 2003
TO: MARK ADCOCK
FROM: MARGARET YOCHEM *my*
RE: TRANSIT & GENERAL SERVICES UPDATE FOR DECEMBER

Transit

December was a relatively quiet month in transit. Ridership continues to be steady and the lift program continues to grow. Trimet has officially announced their last day of service into Canby will be April 30, 2004. I spent a lot of time getting the transit's new OS III Tracy up to speed and I am happy to report she has been a wonderful addition to the city staff.

- December ridership report attached
- Continuation on RFP for City Council Goal #4 on developing a long-term facilities plan
- Attended numerous discretionary grant funding meetings for FY03-05
- Hosted Advisory Committee Meeting dinner
- Meetings and other functions

Elderly & Disabled Transportation Planning

Social Services Steering Committee

Oregon Transit Association

CAT Committee

Tech Services

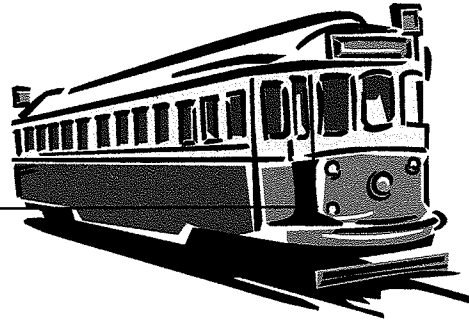
- Setup a dual computer system for the Property Detective in Police Department
- Completed 66 work orders on various computers.

Fleet Services

Fleet services had a very busy month and I must commend Joe Witt and Bruce Guleff for their “Johnny on the spot” attitude with regards to the weather. Never knowing from day to day how or what the city’s fleet was going to need, they worked tirelessly putting on and taking off chains and studded tires as well as constantly checking vehicles over for safety on our icy roads.

- Ongoing maintenance of City’s rolling stock
- Annual cost of service study
- Internal billing catch up

The City of Canby Transportation Advisory Committee Meeting



December 10, 2003

Miller's Restaurant

Members Present:

Clair Kuppenbender
Jean Tallman
Richard Ball

Bob Trappe
Steve Willis
Margaret Yochem

Carolyn McFarlane
Tracy Harris

Members Absent:

Suzanne VanAmburgh
Michael Calvert

Patrick Johnson

Steve Allen

Discussions items

A. Old Business

Ride Reports – *Reviewed ridership for the month of November*

Wilsonville ridership report – *Margaret reported that November ridership was 640.*

Transit Center – *Margaret stated that the transit stop at Canby Station Phase One project has been completed. Phase Two which would be permanent restrooms would be started when funding becomes available..*

B. New Business

Margaret introduced new transit staff person Tracy Harris

There being no other business, we enjoyed a holiday dinner at Miller's restaurant.

Meeting adjourned 6:30 PM

Margaret's Daily Recap

Dec -2003

DAY	O/C #1	O/C #2	Rt 2	Rt 3	Lift 1	Lift 2	Sat Lift	Special	DAR 1	DAR 2	Totals
1	148	153	122	95	12	13	0				543
2	134	124	124	107	15	2	0				506
3	121	138	188	97	7	7	0				558
4	112	121	146	89	10	3	0				481
5	78	69	113	91	7	14	0				372
6	107	0	63	57	0	0	11				238
7	0	0	0	0	0	0	0				0
8	134	142	157	112	12	10	0				567
9	106	125	122	77	6	11	0				447
10	142	145	144	119	5	6	0				561
11	137	127	162	105	12	8	0				551
12	122	162	131	106	10	7	0				538
13	109	0	57	55	0	0	11				232
14	0	0	0	0	0	0	0				0
15	151	152	119	106	16	4	0				548
16	145	134	144	93	6	4	0				526
17	152	174	167	124	11	18	0				646
18	146	113	202	132	9	20	0				622
19	175	128	139	104	9	11	0				566
20	152	0	44	57	0	0	13				266
21	0	0	0	0	0	0	0				0
22	130	163	128	105	9	2	0				537
23	164	168	128	125	4	9	0				598
24	97	72	108	56	3	2	0				338
25	0	0	0	0	0	0	0				0
26	124	119	48	85	6	11	0				393
27	85	0	49	52	0	0	8				194
28	0	0	0	0	0	0	0				0
29	113	114	105	69	2	2	0				405
30	145	131	148	111	11	6	0				552
31	97	107	85	59	6	6	0				360
Totals	3326	2881	3143	2388	188	176	43	0	0	0	12145

Snow am & Ice pm

Passenger Statistics: Canby Area Transit Fixed Routes

Canby-Oregon City #1

Passenger Category	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Senior	42	76	86	85	56	97							442
Disabled	49	53	102	101	116	121							542
General Public	2,397	2,287	2,295	2,827	2,126	2,098							14,030
Youth	1,091	1,345	965	1,130	913	1,010							6,454
Child	0	0	0	0	0	0							0
Aides/Other	0	0	0	0	0	0							0
Totals	3,579	3,761	3,448	4,143	3,211	3,326	0	0	0	0	0	0	21,468

Canby-Oregon City #2

Passenger Category	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Senior	33	60	58	57	30	39							277
Disabled	26	53	86	73	39	32							309
General Public	1,814	1,842	1,990	2,278	1,779	1,921							11,624
Youth	845	1,002	882	1,006	757	889							5,381
Child	0	0	0	0	0	0							0
Aides/Other	0	0	0	0	0	0							0
Totals	2,718	2,957	3,016	3,414	2,605	2,881							17,591

Canby-South #2

Passenger Category	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Senior	153	118	153	144	103	143							814
Disabled	26	26	82	115	140	105							494
General Public	1,096	1,189	971	1,117	996	1,251							6,620
Youth	1,434	1,626	1,566	1,685	1,710	1,644							9,665
Child	0	0	0	0	0	0							0
Aides/Other	0	0	0	0	0	0							0
Totals	2,709	2,959	2,772	3,061	2,949	3,143							17,593

Canby-North #3

Passenger Category	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Senior	41	66	90	70	49	70							386
Disabled	27	28	41	71	65	73							305
General Public	1,094	1,030	762	872	831	970							5,559
Youth	1,241	1,224	1,093	1,320	1,321	1,275							7,474
Child	0	0	0	0	0	0							0
Aides/Other	0	0	0	0	0	0							0
Totals	2,403	2,348	1,986	2,333	2,266	2,388							13,724

Passenger Statistics: Canby Area Transit Lift & Special Event Services

Canby Lift 1

Passenger Category	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Senior	99	121	101	212	153	120							806
Disabled	95	85	62	57	81	67							447
General Public	0	6	4	0	0	1							11
Youth	0	0	0	0	1	0							1
Child	0	0	0	0	0	0							0
Aides/Other	0	0	0	0	0	0							0
Totals	194	212	167	269	235	188							1,265

Canby Lift 2

Passenger Category	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Senior	56	48	60	142	84	117							507
Disabled	35	26	17	67	24	51							220
General Public	0	5	3	11	7	8							34
Youth	0	0	0	0	0	0							0
Child	0	0	0	0	0	0							0
Aides/Other	0	0	0	0	0	0							0
Totals	91	79	80	220	115	176							761

Saturday Lift

Passenger Category	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Senior	22	27	17	41	35	31							173
Disabled	2	12	6	8	14	12							54
General Public	0	0	0	0	0	0							0
Youth	0	0	0	0	0	0							0
Child	0	0	0	0	0	0							0
Aides/Other	0	0	0	0	0	0							0
Totals	24	39	23	49	49	43							227

Special Event

Passenger Category	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Senior	0												0
Disabled	0												0
General Public	75												75
Youth	40												40
Child	0												0
Aides/Other	0												0
Totals	115	0	0	0	0	0	0	0	0	0	0	0	115
Monthly Totals	11,833	12,355	11,492	13,489	11,430	12,145	0	0	0	0	0	0	72,744

Dec: Monthly Passenger Statistics: Canby Oregon City Rt #1

DAY	Senior	Disabled	Regular	Youth	Child	Aides	Lift	Totals
1	5	13	97	33				148
2	5	7	91	31				134
3	11	4	79	27				121
4	2	2	91	17				112
5	3	4	43	28				78
6	1	3	40	63				107
7								
8	2	13	94	25				134
9	5	6	73	22				106
10	6	9	79	48				142
11	5	6	84	42				137
12	8	2	85	27				122
13	4	0	65	40				109
14								
15	4	8	97	42				151
16	2	13	97	33				145
17	7	11	71	63				152
18	2	3	96	45				146
19	0	4	141	30				175
20	0	3	89	60				152
21								
22	5	0	85	40				130
23	3	4	87	70				164
24	4	2	73	18				97
25								0
26	2	1	92	29				124
27	7	0	36	42				85
28								
29	0	1	52	60				113
30	1	1	104	39				145
31	3	1	57	36				97
Totals	97	121	2098	1010	0	0	0	3326

Dec: Monthly Passenger Statistics: Canby Oregon City Rt #2

DAY	Senior	Disabled	Regular	Youth	Child	Aides	Lift	Totals
1	3	1	90	59				153
2	2	0	95	27				124
3	4	4	100	30				138
4	0	0	83	38				121
5	2	0	47	20				69
6								
7								
8	1	0	111	30				142
9	1	0	91	33				125
10	4	1	86	54				145
11	5	0	83	39				127
12	3	3	102	54				162
13								
14								
15	1	0	111	40				152
16	0	0	99	35				134
17	3	3	106	62				174
18	2	4	81	26				113
19	1	6	96	25				128
20								
21								
22	2	2	111	48				163
23	0	1	83	84				168
24	0	2	47	23				72
25								0
26	2	1	71	45				119
27								
28								
29	0	0	82	32				114
30	2	1	81	47				131
31	1	3	65	38				107
	39	32	1921	889	0	0	0	2881

Dec: Monthly Passenger Statistics: Canby South Route #2

DAY	Senior	Disabled	Regular	Youth	Child	Aides	Lift	Totals
1	7	1	42	72				122
2	7	11	45	61				124
3	9	7	75	97				188
4	5	3	61	77				146
5	5	4	34	70				113
6	1	0	19	43				63
7								
8	2	3	50	102				157
9	3	5	35	79				122
10	8	5	53	78				144
11	6	10	62	84				162
12	5	4	55	67				131
13	1	0	16	40				57
14								
15	7	2	42	68				119
16	8	15	51	70				144
17	11	8	62	86				167
18	6	2	81	113				202
19	6	7	71	55				139
20	2	1	23	18				44
21								
22	9	1	55	63				128
23	4	3	62	59				128
24	8	3	57	40				108
25								0
26	4	3	24	17				48
27	7	0	11	31				49
28								
29	6	2	56	41				105
30	2	3	65	78				148
31	4	2	44	35				85
Totals	143	105	1251	1644	0	0	0	3143

Dec: Monthly Passenger Statistics: Canby North Route #3

DAY	Senior	Disabled	Regular	Youth	Child	Aides	Lift	Totals
1	3	3	38	51				95
2	7	6	36	58				107
3	3	3	45	46				97
4	0	2	36	51				89
5	5	3	27	56				91
6	1	2	20	34				57
7								
8	1	3	45	63				112
9	3	3	35	36				77
10	7	7	37	68				119
11	2	1	40	62				105
12	1	2	44	59				106
13	2	0	16	37				55
14								
15	7	2	56	41				106
16	4	6	35	48				93
17	0	8	50	66				124
18	2	0	58	72				132
19	6	2	43	53				104
20	2	0	29	26				57
21								
22	3	3	38	61				105
23	5	4	51	65				125
24	3	2	30	21				56
25								0
26	1	2	35	47				85
27	0	1	15	36				52
28								
29	1	4	30	34				69
30	1	3	52	55				111
31	0	1	29	29				59
Totals	70	73	970	1275	0	0	0	2388

Dec: Monthly Passenger Statistics: Lift #1

DAY	Senior	Disabled	Regular	Youth	Child	Aides	Lift	Totals
1	7	5						12
2	13	2						15
3	3	4						7
4	8	2						10
5	2	5						7
6								
7								
8	6	6						12
9	5	1						6
10	2	3						5
11	10	2						12
12	4	6						10
13								
14								
15	12	4						16
16	4	2						6
17	11	0						11
18	8	1						9
19	4	5						9
20								
21								
22	7	2						9
23	3	1						4
24	1	2						3
25								0
26	2	3	1					6
27								
28								
29	1	1						2
30	5	6						11
31	2	4						6
Totals	120	67	1	0	0	0	0	188

Dec: Monthly Passenger Statistics: Lift #2

DAY	Senior	Disabled	Regular	Youth	Child	Aides	Lift	Totals
1	12	1						13
2	2	0						2
3	6	1						7
4	3	0						3
5	10	4						14
6								
7								
8	2	6	2					10
9	8	3						11
10	4	2						6
11	6	2						8
12	2	5						7
13								
14								
15	1	3						4
16	3	1						4
17	16	2						18
18	12	4	4					20
19	5	6						11
20								
21								
22	2							2
23	8	1						9
24	1	1						2
25								0
26	5	4	2					11
27								
28								
29	1	1						2
30	6	0						6
31	2	4						6
Totals	117	51	8	0	0	0	0	176

Dec: Monthly Passenger Statistics: Saturday Lift

DAY	Senior	Disabled	Regular	Youth	Child	Aides	Lift	Totals
1								
2								
3								
4								
5								
6	6	5						11
7								
8								
9								
10								
11								
12								
13	8	3						11
14								
15								
16								
17								
18								
19								
20	11	2						13
21								
22								
23								
24								
25								
26								
27	6	2						8
28								
29								
30								
31								
Totals	31	12	0	0	0	0	0	43

Margaret's Daily Recap

DAY	O/C #1	O/C #2	Rt 2	Rt 3	Lift 1	Lift 2	Sat Lift	Special	DAR 1	DAR 2	Totals
1	148	153	122	95	12	13	0				543
2	134	124	124	107	15	2	0				506
3	121	138	188	97	7	7	0				558
4	112	121	146	89	10	3	0				481
5	78	69	113	91	7	14	0				372
6	107	0	63	57	0	0	11				238
7	0	0	0	0	0	0	0				0
8	134	142	157	112	12	10	0				567
9	106	125	122	77	6	11	0				447
10	142	145	144	119	5	6	0				561
11	137	127	162	105	12	8	0				551
12	122	162	131	106	10	7	0				538
13	109	0	57	55	0	0	11				232
14	0	0	0	0	0	0	0				0
15	151	152	119	106	16	4	0				548
16	145	134	144	93	6	4	0				526
17	152	174	167	124	11	18	0				646
18	146	113	202	132	9	20	0				622
19	175	128	139	104	9	11	0				566
20	152	0	44	57	0	0	13				266
21	0	0	0	0	0	0	0				0
22	130	163	128	105	9	2	0				537
23	164	168	128	125	4	9	0				598
24	97	72	108	56	3	2	0				338
25	0	0	0	0	0	0	0				0
26	124	119	48	85	6	11	0				393
27	85	0	49	52	0	0	8				194
28	0	0	0	0	0	0	0				0
29	113	114	105	69	2	2	0				405
30	145	131	148	111	11	6	0				552
31	97	107	85	59	6	6	0				360
Totals	3326	2881	3143	2388	188	176	43	0	0	0	12145

Snow am & Ice pm

Monthly Year to Date Driver Total Miles

<u>Driver</u>	<u>YTD</u>	<u>Monthly</u>	<u>Totals</u>	<u>Safe Driving Miles</u>
Daniel, Ken	16,504	2316	16,504	46,415
Knight, Debbie	1,841	281	1,841	18,884
Patterson, Jason	11,342	1,863	11,342	26,090
Raffaell, Cindy	11,950	1,069	11,950	26,658
Barrett, Scott	13,503	2,174	13,503	35,375
Simantel, Si	11,623	1,457	11,623	23,719
Stadeli, Otto	4,508		4,508	1,750
Meisch, Daryl	14,503	2,341	14,503	22,008
Breedlove, Leland	2,529		2,529	2,529
Zeringue, Edmond	8,973	1,996	8,973	8,973
Tara Broadwater	4,678	801	4,678	4,678
Chuck Brandstrom	7,035	2,201	7,035	7,035
Alice Dillon	5,865	1,766	5,865	5,865
Extra	2,418	234	2,418	3,856
Total	<u>117,272</u>	<u>18,499</u>	<u>117,272</u>	<u>233,835</u>

Dec-03

Driver Mileage by Vehicle

	<u>Daniel</u>	<u>Knight</u>	<u>Patterson</u>	<u>Raffaelli</u>	<u>Berrett</u>	<u>Simantel</u>	<u>Stadeli</u>	<u>Meisch</u>	<u>Zeringue</u>	<u>Broadwater</u>	<u>Brandstrom</u>	<u>Dillon</u>	<u>Other</u>	<u>Total</u>
Vehicle 1	222	0	113	152	591	134	0	134	500	10	97	194	0	2147
2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3	325	0	467	0	217	451	0	390	208	5	118	421	5	2607
4	1710	0	296	0	37	344	0	720	96	18	451	282	8	3962
5	46	0	742	0	145	349	0	581	189	0	111	437	36	2636
6	0	0	37	0	0	0	0	122	65	0	0	0	11	235
7	13	0	208	380	890	149	0	394	538	0	0	19	5	2596
MV - 1	0	191	0	448	110	0	0	0	169	168	507	186	37	1816
MV - 2	0	42	0	89	148	30	0	0	231	249	772	227	28	1816
MV - 3	0	48	0	0	36	0	0	0	0	351	145	0	104	684
Total	<u>2316</u>	<u>281</u>	<u>1863</u>	<u>1069</u>	<u>2174</u>	<u>1457</u>	<u>0</u>	<u>2341</u>	<u>1996</u>	<u>801</u>	<u>2201</u>	<u>1766</u>	<u>234</u>	<u>18499</u>

Dec-03

18499

Monthly Vehicle Program Miles

<u>Vehicle</u>	<u>Canby Fixed</u>	<u>Canby Lift</u>	<u>Non-Revenue</u>	<u>Special Event</u>	<u>Training</u>	<u>Total</u>
1	2108	0	39			2147
2	0	0	0		0	0
3	2586	0	21			2607
4	3924	0	38		0	3962
5	2579	0	57		0	2636
6	224	0	11		0	235
7	2577	0	19			2596
MV-1	103	1505	208			1816
MV-2		1672	144			1816
MV-3	41	483	160			684
Totals	<u>14142</u>	<u>3660</u>	<u>697</u>	<u>0</u>	<u>0</u>	<u>18499</u>

Dec-03