

SPECIAL MEETING OF  
Canby City Council - October 12, 1971

The meeting was called to order by the Mayor at 7:03 p.m.

Roll Call: Present - Mayor Dinteman and Councilmen Braman, Giger, Raines and Tate. Absent - Councilmen Anderson and Lindsay.  
Others Present - Utility Board members Lawyer and Newton, Manager Rundle, Secretary Lewelling, Public Works officials Whiteside and Herbison, Publisher Weston, Recorder Richardson and Engineer Groff.

Pending contract for construction of the water treatment plant and Ordinance No. 545, drafted for the purpose of awarding said contract, were discussed in detail. Funding provisions for payment of the contract and availability of federal matching funds were discussed thoroughly. Utility Board Chairman Lawyer said he was confused by the manner in which the councilmen presented the funding figures, and thereupon, Mayor Dinteman reviewed the process discussion item by item.

Then upon the Mayor's request, Ordinance No. 545, AN ORDINANCE AUTHORIZING CONSTRUCTION CONTRACT FOR WATER TREATMENT AND PUMPING FACILITIES (Clark & Groff Job Order 70686) was read in full by the Recorder.

A motion was made by Councilman Giger, seconded by Braman and carried unanimously that Ordinance No. 545 be passed on first reading, published in the Canby Herald as provided by the City Charter and to come up for final action at a Special Council meeting at 7 p.m. on October 29, 1971.

The members of the Utility Board then retired to another room for its regular meeting.

The Council discussed the intent of approximately 1 year ago to transfer the City General checking account from one City bank to the other annually. It appeared that the Council members present favored leaving the checking account in the Guaranty Bank and the savings funds in the Canby Union Bank. Mayor Dinteman requested that the matter be brought up at the next regular Council meeting for final decision.

Discussion followed regarding the City of Canby reinstating its membership in the Columbia Region Association of Governments. A motion was made by Councilman Braman, seconded by Giger and carried unanimously to pay the current dues to CRAG.

Acting Supt Whiteside presented correspondence with the State Highway Department regarding the City's purchase of a 1.5 acre parcel of land adjacent to the Molalla River at the site of the water pumping station. A motion was made by Councilman Giger, seconded by Braman and carried unanimously that the City purchase the 1.5 acre parcel for \$675.

The Council then considered a trailer occupancy application previously made by Frank E. Hilton. A motion was made by Councilman Giger, seconded by Braman and carried unanimously to deny the trailer occupancy application.

After a period of discussion, a motion was made by Councilman Tate, seconded by Giger and carried unanimously to postpone the regular Council meeting of November 15th to November 17 at 8 p.m. to permit attendance of City officials at League of Oregon Cities Convention.

Mayor Dinteman reported having visited Councilman Lindsay who is recovering from an illness, and that Lindsay indicated a desire to remain on the Council with only those duties which his health would permit. Therefore Mayor Dinteman appointed Councilman Giger as Chairman of the Ordinance committee to relieve Lindsay of that position. A motion was made by Councilman Raines, seconded by Braman and carried that Giger's appointment by the Mayor be concurred.

Acting Supt. Whiteside told the Council of a violation of the zoning and building regulations that he had detected and stopped on Ferry Road. He said the case would be reviewed Wednesday evening by the Planning Commission.

The meeting was adjourned at 8:26 p.m.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Recorder

October 12, 1971

REGULAR MEETING OF  
Canby City Council - October 4, 1971

The meeting was called to order by the Mayor at 8 p.m. followed by the traditional flag salute. Roll Call: Present - Mayor Dinteman and Councilmen Anderson, Braman, Giger, Raines and Tate. Absent - Councilman Lindsay. Others Present - Attorney Bettis, Public Works Officials Whiteside and Herbison, Planning Commission member Edgerton and newly appointed Fire Chief Rodewald.

A motion was made by Councilman Braman, seconded by Giger and carried unanimously to approve the minutes of the September 20 meeting as mailed to the officials.

Earl Jennings, representing the State Compensation Accident Division, appeared at the request of the Council to advise the members on accident coverage for volunteer firemen. Jennings said the volunteers are covered for all medical and hospital expenses resulting from an injury in line of duty and that each member is covered for salary compensation at the rate of \$400 per month. He explained that there is no charge against the account where the fireman is regularly employed if the injury occurs while he is on duty with the fire department. The City annual premium is based on a set salary basis of \$4,800 for each member.

A motion was made by Councilman Anderson, seconded by Raines and carried unanimously approving and accepting a warranty deed for the westerly portion of Libee Street subject to inspection and approval by Acting Supt. Whiteside, and ordered said deed registered in the County file of deeds.

A motion was made by Councilman Tate, seconded by Raines and carried unanimously to accept the plat of Canby Terrace subdivision as approved by the Planning Commission.

CH2M engineer Les Wierson presented a proposal for improvement of the City storm and sanitary sewer system, a copy of which is attached to and becomes a part of the file copy of these minutes.

A motion was made by Councilman Anderson, seconded by Braman and carried unanimously that the following recommendations of the personnel committee be approved:

Authorize Public Works Supt. to hire Mike Roberts of Estacada to a position in the street department and pay him \$3.45 per hour effective October 1, 1971 on six months probation.

Authorize the Public Works Supt. to hire William Goatly of Sunnyside, Washington for a position in the street department at \$3.45 per hour on six months probation.

To name Norman Christiansen as our new assistant fire chief and fire marshall effective immediately.

To pay Louie Cole full wages for the balance of September that he had not yet been paid.

To authorize the Public Works Supt. to hire part time help for public works purposes at \$2.75 per hour.

Authorize Public Works Supt. to hire a high school girl at his discretion for secretarial purposes for the public works and City Recorder under the high school program and pay said girl the minimum federal wage per hour worked, after one hour per day of on the job training.

Public Works Foreman Herbison proposed to the Council that they consider a trailer house type of building at the sewage disposal plant instead of the originally designed building. He estimated that an adequate building of this type could be set on a foundation and equipped for laboratory with shower, toilet etc., for approximately \$2,600. There was no objections voiced by the Council and the Mayor asked Herbison to come up with a more definite proposal.

After a period of discussion, a motion was made by Councilman Braman, seconded by Giger and carried unanimously approving a \$25 donation to the City of Salem as Canby's part in a landscaping fund for a proposed Friendship Garden in the Capitol City Civic Center.

Virginia Doney, who the Mayor had previously appointed as Chairman of a cemetery beautification committee, approached the Council with a plan to landscape a parcel of land in Zion Memorial Park which had been platted for a roadway but not needed for access. Mrs. Doney said the Canby Garden Club would oversee the planting and care of the area. A motion was made by Councilman Anderson, seconded by Braman and carried unanimously to approve the landscaping project at no cost to the City. Mayor Dinteman commended Mrs. Doney for fine work in this matter.

Acting Supt. Whiteside reported his study thus far on the proposal to install tanks and pumps at the City Shops and purchase the City's requirements of gasoline by bid.

He reported that the proposal appeared feasible and he would seek more definite information on the availability of tanks, pumps, etc.

Councilman Braman reported on the progress of the water system construction program. He said that work was progressing under existing contracts and that the Utility Board had recently

signed a contract for construction of the water treatment plant for \$177,000 and determined to construct the intake structures and pipe lines with City public works labor. Attorney Bettis advised the Council that the responsibility of expending the proceeds from the bond sales and the retirement of the bonds rested entirely on the City and that contracts were valid only when approved by Ordinance adopted by the Council. A motion was made by Councilman Braman, seconded by Giger and carried unanimously approving compensatory time, not to exceed 40 hours per man for overtime work by the public works crews to construct the intake structures in the Molalla river while the water flow is at its present low level.

It was moved by Councilman Braman, seconded by Tate and carried unanimously that the following Resolution be adopted: that with respect to intake structure and feeder pipe and structure in the Molalla River for water pumping system, that an emergency does exist for the following reasons: river water level low but expected to raise within two weeks, construction of this phase essential to entire program to provide water to City next season and bids were received and rejected as being unreasonably high, and further delay in construction would cause a loss in revenue; therefore be it resolved that the construction be accomplished by City Public Works crews, and that Public Works Crews proceed immediately to construct above mentioned facilities and the cost thereof be charged against the water bond funds.

A motion was made by Councilman Braman, seconded by Giger and carried unanimously to authorize that an Ordinance to accept bids for construction of a water filtration and treatment plant for the City of Canby be drafted and presented for Council action.

Public Works Foreman Herbison reported work progressing good at sewage disposal construction site and that he had a quotation from Hazel Dell Gardens to plant erosion cover on pond slopes for \$2,425 and had an agreement with contractor to accept planting alternate from contract for a \$75 fee.

Councilman Anderson introduced Fire Chief Rodewald and said he had authorized immediate purchase of uniforms for Chief and Assistant Chief.

Councilman Raines reported sidewalk on S. Ivy Street nearly completed.

Councilman Giger reported a disagreement between himself and Chief of Police Walter over police department expenditures, immediately preceding Council meeting, and that the Officer had invited Giger outside to settle the matter. Giger requested that the Officer be required to make an apology. After a period of discussion, during which Mayor Dinteman invited Council action but no motion was made, the Mayor rejected a request to refer the matter to the Personnel Committee. Instead the Mayor requested a written report of the incident to be presented to him by the Recorder who was the sole witness.


A motion was made by Councilman Giger, seconded by Braman and carried unanimously by roll call vote that all claims presented for Council approval, except one in the amount of \$1,735.93 from Olin Pepper, be approved for payment and warrants drawn on the Treasurer in payment thereof. It was agreed that the Pepper claim be withheld pending completion of the work.

Mayor Dinteman advised the Council members of the financial condition of the Community Swimming Pool and asked each member to give the matter his personal support.

Acting Supt. Whiteside reported continued vandalism at Wait Park, principally in the restrooms. The Council agreed to have the police lock the restrooms each night at 10 o'clock. Whiteside requested permission to purchase foul weather clothing for use of the Public Works crew members. He estimated the cost at approximately \$300 and was given authority by mutual agreement of the Council.

Attorney Bettis and Council members agreed the necessity for a tape recorder for Council and other use.

The meeting was adjourned at 10:28 p.m.

  
Mayor  
City Recorder

October 4, 1971



ENGINEERS PLANNERS ECONOMISTS

CORNELL, HOWLAND, HAYES & MERRYFIELD

1600 S. W. Fourth Avenue, Portland, Oregon 97201, Telephone: 503/224-9190

Portland Regional Office

30 September 1971  
Rec. No. P231.1

RECEIVED  
OCT 1 1971

Mr. John Whiteside  
Superintendent of Public Works  
City of Canby  
P.O. Box D  
Canby, Oregon 97013

Dear Mr. Whiteside:

We have prepared and are sending you eight (8) copies of a proposed engineering agreement covering a study of sanitary sewer extensions and a storm drainage study. You may want to distribute these for review by others prior to the next City Council meeting on 4 October 1971. Since there is some questions about undertaking the storm sewer study at this time, we have also prepared an agreement covering only the sanitary sewer extensions.

Les Wierson and I plan to attend the 4 October meeting and will be ready to discuss these proposed projects. However, if there are any questions we can answer before that time, please call either of us.

I'm looking forward to meeting you next Monday.

Very truly yours,

William F. Johnson

j

Encl. as noted



RECEIVED  
OCT 1 1971

AGREEMENT TO FURNISH ENGINEERING SERVICES  
TO THE  
CITY OF CANBY, OREGON  
FOR A  
STUDY OF SANITARY SEWER EXTENSIONS

For the consideration hereinafter set forth, the firm of CORNELL, HOWLAND, HAYES & MERRYFIELD, INC., a professional engineering corporation, hereinafter referred to as the ENGINEER, agrees to provide engineering services to the CITY OF CANBY, OREGON, hereinafter referred to as the OWNER, for a Study of Sanitary Sewer Extensions for the area shown on the attached map designated Exhibit A.

ARTICLE 1.

The specific services which the ENGINEER agrees to furnish are as follows:

A. Study of Sanitary Sewer Extensions

1. Investigate and evaluate the existing sanitary sewer system to determine its present capacity and expansion potential.
2. Prepare a sanitary sewer and pump station plan that will serve the study area.
3. Recommend boundaries for sewer construction increments and assessment districts.
4. Estimate the construction, operation, maintenance, and financing costs for the construction and assessment districts.
5. Prepare a financial plan describing funds necessary for construction of the project and the revenue that will be required to retire any debt and operate the system.
6. Recommend methods of assessing for the proposed improvements and the estimated assessment rate.
7. Review the study and recommendations with the city staff.
8. Prepare a bound report setting forth the results of the study, and present the report to the City Council.

B. Additional Services

1. Prepare displays, slides, and other material for public meeting(s) or informational purposes after presentation of the report to the City Council as requested.
2. Present the plan and report at public meetings, civic group meetings or other meetings as requested.
3. Prepare forms, exhibits, and support data as requested and as required for the preparation and submission of an application for State or Federal funds for construction of sewer extensions.
4. Provide miscellaneous services, not stipulated elsewhere in this agreement as requested by the OWNER.

ARTICLE 2

As consideration for providing services enumerated in ARTICLE 1, the OWNER shall pay the ENGINEER:

- A. For engineering services as enumerated in ARTICLE 1A, Study of Sanitary Sewer Extensions, the lump sum of Fourteen Thousand Eight Hundred Dollars (\$14,800.00).
- B. For ADDITIONAL SERVICES authorized by the OWNER, not specifically provided for hereunder, the OWNER shall pay the ENGINEER the amount of the ENGINEER'S Payroll Costs, as defined in ARTICLE 4, expended for the services, plus one hundred percent (100%) of such Payroll Costs for general overhead and fee, plus direct expenses in connection therewith.

ARTICLE 3

Payment to the ENGINEER as prescribed in ARTICLE 2 is to be made as follows:

- A. Within thirty (30) days after the last day of each month during which services on the Study of Sanitary Sewer Extensions as enumerated in ARTICLE 1A have been furnished, the ENGINEER'S estimate of the value of the work accomplished by the ENGINEER during the month.

- B. Within thirty (30) days after the last day of each month during which ADDITIONAL SERVICES not specifically listed under ARTICLE 1A have been furnished, the amount due, as prescribed in ARTICLE 2, for such services rendered during the month.

ARTICLE 4.

It is further mutually agreed by the parties hereto:

- A. That, if ADDITIONAL SERVICES not specifically provided for in this Agreement are to be performed, written approval of the OWNER must be given, the Superintendent of Public Works to have authority to give such approval.
- B. That, if the OWNER should, at a later date, retain the ENGINEER to prepare detailed plans and specifications for the improvements investigated hereunder, the proportional cost of the services described in ARTICLE 1 considered applicable and directly related to the improvements for which detailed plans and specifications are to be prepared will be deducted from the ENGINEER'S normal charges for such design services.
- C. That the ENGINEER'S Payroll Costs are defined as the amount of the wages or salaries of the ENGINEER'S employees working on the PROJECT, plus twenty percent (20%) of such wages or salaries to cover all taxes, contributions, and insurance premiums measured by or applicable to such wages or salaries, such as, but not limited to, workmen's compensation insurance, Social Security, State and Federal unemployment insurance, medical-hospital insurance, salary continuation insurance, and pro rata allowances for vacation, sick leave, and holiday pay.
- D. That, the ENGINEER'S direct expenses are defined as the costs incurred on or directly for the PROJECT, other than the Payroll Costs (as defined hereinbefore). Such direct expenses shall be computed on the basis of actual purchase price for items obtained from commercial sources and on the basis of usual commercial charges for items provided by the ENGINEER. Direct expenses shall include, but not be limited to, necessary transportation costs, including mileage at the rate of ten cents (\$0.10) per mile when the ENGINEER'S own automobiles are used, meals and lodging, laboratory tests and analyses, computer services, telephone, printing, binding and multilith charges. When technical

or professional services have been furnished by outside sources, as requested or approved by the OWNER, the Superintendent of Public Works to have authority to give such approval, an additional five percent (5%) of the cost of these services shall be added for the ENGINEER'S administrative and continuing PROJECT responsibilities.

- E. That, if payment of the amounts due as prescribed in ARTICLE 2, or any portion thereof, is not made within thirty (30) days after the period specified in ARTICLE 3, interest on the unpaid balance thereof will accrue at the rate of seven percent (7%) per annum and become due and payable at the time said overdue payments are made.
- F. That, cost estimates for the study and report to be prepared under this Agreement are to be based upon presently available data, adjusted where necessary to reflect anticipated future changes. In preparation of cost estimates, the ENGINEER will apply his experience and judgment, but since he has no control over such possible changes or competitive bidding procedures and market conditions, no warranty is given as to the accuracy of cost estimates.
- G. That, if any engineering services covered by the Agreement to be carried out by the ENGINEER shall be suspended, abated, or abandoned, the OWNER shall pay the ENGINEER for the services rendered for such suspended, abated, or abandoned work, the payment to be based insofar as possible on the fees as established in this Agreement or, where the Agreement cannot be applied, the payment shall be on the basis of fees for ADDITIONAL SERVICES, as prescribed in ARTICLE 2.
- H. 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, utility maps, records, reports, and all other pertinent data presently available.
- I. That, if the engineering services covered in this Agreement have not been completed upon the expiration of an eighteen (18) 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 ARTICLE 2 (providing for the compensation to be paid the ENGINEER for services rendered) to allow for changes in the cost of service. Such new schedule of compensation is to apply to work performed by the ENGINEER after delivery date of such written notice.



J. 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.

ARTICLE 5.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

For the CITY OF CANBY, OREGON

By \_\_\_\_\_  
Werner Dintman, Mayor

By \_\_\_\_\_  
Jarrel P. Richardson, Recorder

For CORNELL, HOWLAND, HAYES & MERRYFIELD, INC.

By \_\_\_\_\_  
C. Leslie Wiersen, Vice President

