



AGENDA

CANBY CITY COUNCIL MEETING

June 5, 2019

7:00 PM

Council Chambers

222 NE 2nd Avenue, 1st Floor

Mayor Brian Hodson

Council President Tim Dale

Councilor Tracie Heidt

Councilor Traci Hensley

Councilor Greg Parker

Councilor Sarah Spoon

Councilor Shawn Varwig

CITY COUNCIL MEETING – 7:00 PM

1. CALL TO ORDER

A. Invocation

B. Canby Livability Day Proclamation

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2. COMMUNICATIONS

3. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

(This is an opportunity for audience members to address the City Council on items not on the agenda. Each person will be given 3 minutes to speak. You are first required to fill out a testimony/comment card prior to speaking and hand it to the City Recorder. These forms are available by the sign-in podium. Staff and the City Council will make every effort to respond to questions raised during citizens input before tonight's meeting ends or as quickly as possible thereafter. For Agenda items, please fill out a testimony/comment card and give to the City Recorder noting which item you wish to speak on.)

4. MAYOR'S BUSINESS

5. COUNCILOR COMMENTS & LIAISON REPORTS

6. CONSENT AGENDA

(This section allows the City Council to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may be discussed if it is pulled from the consent agenda to New Business.)

A. Approval of Minutes of the May 15, 2019 City Council Regular Meeting

B. Reappointment to the Bike and Pedestrian Committee

Pg. 2

C. Reappointment to the Parks and Recreation Advisory Board

Pg. 3

D. Appointment to the Heritage and Landmark Commission

Pg. 5

E. New Full On-Premises Liquor License Application for Biscuits Café

Pg. 6

F. New Limited On-Premises and Off-Premises Liquor License Application for Wayward Hospitality, LLC

Pg. 9

7. RESOLUTIONS & ORDINANCES

A. Ord. 1507, Authorizing the Mayor and City Administrator to Execute an Amendment to its Contract with MV Transportation, Inc. of Dallas, Texas for Providing Transit Operations for Canby Area Transit (CAT)); and Declaring an Emergency (2nd Reading)

Pg. 12

- B. Ord. 1512, Authorizing the Mayor and City Administrator to Execute a Contract with HMS Commercial Service, Inc. for HVAC Improvements for the Canby Swim Center; and Declaring an Emergency (**2nd Reading**) Pg. 16
- C. Ord. 1513, Authorizing the Mayor and City Administrator to Enter into a Contract with Heard Farms for Wastewater Sewage Sludge Removal, Repealing all Other Ordinances Authorizing a Contract with Heard Farms; and Declaring an Emergency Pg. 18

8. NEW BUSINESS

9. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

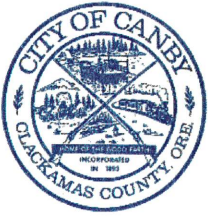
10. CITIZEN INPUT

11. ACTION REVIEW

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

13. ADJOURN

*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Kim Scheafer at 503.266.0733. A copy of this Agenda can be found on the City's web page at www.canbyoregon.gov. City Council and Planning Commission Meetings are broadcast live and can be viewed on CTV Channel 5. For a schedule of the playback times, please call 503.263.6287.



Office of the Mayor

Proclamation

“Canby Livability Day”

WHEREAS, the Canby Livability Coalition is dedicated to maintaining the quality of life in the community of Canby by empowering citizens and providing resources to preserve livability for future generations; and

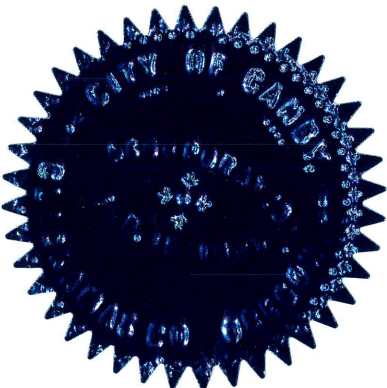
WHEREAS, citizens, organizations, and neighborhood associations are encouraged to select community service clean-up projects and activities that beautify the City of Canby before summer festivities.

NOW, THEREFORE, I, Brian Hodson, by the virtue of the authority vested in me as the Mayor of the City of Canby, hereby proclaim the last Sunday in June this year as:

Canby Livability Day

in Canby and encourage all citizens to join in this observance and volunteer on June 30, 2019 at one of the clean-up sites.

Given unto my hand this 5th day of June 2019.



Brian Hodson
Mayor



**CITY OF CANBY
COMMITTEE, BOARD, &
COUNCIL APPOINTMENT APPLICATION**

Date: 5/16/19 Position Applying For: Bike/Ped Committee

Name: Doug Rykken Occupation: Tech

Home Address: _____

Employer: Canby School District Position: Maint Tech

Daytime Phone: _____ Evening Phone: _____

E-Mail Address: _____

What are your community interests (committees, organizations, special activities)?
current member of Bike/Ped committee

What are your major interests or concerns in the City's programs?
Safe routes to schools

Reason for your interest in this position: I want people to be safe

Experience and educational background: _____

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

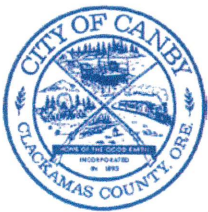
Referred by (if applicable): _____

Please return to:

*City of Canby - Attn: City Recorder
PO Box 930, 222 NE 2nd Avenue, Canby, OR 97013
Phone: 503.266.0733 Fax: 503.266.7961 Email: scheaferk@canbyoregon.gov*

Note: Information on this form may be available to anyone upon a Public Records Request and may be viewable on the City's web page. 5/2017

Date Received: 5-16-2019 Date Appointed: _____ Term Expires: 6-30-2022
Date Resigned: _____ Destruction Date: _____



Term to Expire 6.30.2022

**CITY OF CANBY
COMMITTEE, BOARD, &
COUNCIL APPOINTMENT APPLICATION**

Date: 5-13-2019 Position Applying For: Parks & Rec Board

Name: SCOTT SASSE Occupation: LANDSCAPER

Home Address: _____

Employer: SELF Position: owner

Daytime Phone: _____ Evening Phone: SAME

E-Mail Address: —

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

What are your major interests or concerns in the City's programs? _____

Reason for your interest in this position: _____

Experience and educational background: _____

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

Referred by (if applicable): Re appointment

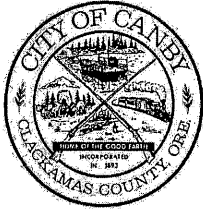
Please return to:

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Note: Information on this form may be available to anyone upon a Public Records Request and may be viewable on the City's web page.

5/2017

Date Received: 5-13-2019 Date Appointed: _____ Term Expires: 6-30-2022
Date Resigned: _____ Destruction Date: _____



**CITY OF CANBY
COMMITTEE, BOARD, &
COUNCIL APPOINTMENT APPLICATION**

Date: 8-25-17 Position Applying For: Parks & Rec Board

Name: SCOTT SASSE Occupation: LANDSCAPER

Home Address: _____

Employer: SELF Position: owner

Daytime Phone: _____ Evening Phone: _____

E-Mail Address: _____

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

Softball board, Baseball board

What are your major interests or concerns in the City's programs? Growth too fast

lets fix what we have first.

Reason for your interest in this position: I see weekly what the parks need.

Experience and educational background: Self owner of 2 businesses
LANDSCAPING & maintenance of all phases that
pertain to what parks need.

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

Referred by (if applicable): Ryan OLIVER

Please return to:

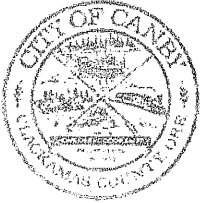
City of Canby - Attn: City Recorder
PO Box 930, 222 NE 2nd Avenue, Canby, OR 97013
Phone: 503.266.0733 Fax: 503.266.7961 Email: scheaferk@canbyoregon.gov

Note: Information on this form may be available to anyone upon a Public Records Request and may be viewable on the City's web page.

5/2017

Date Received: 8.24.2017 Date Appointed: 3.21.2018 Term Expires: 6.30.2019

Date Resigned: _____ Destruction Date: _____



**CITY OF CANBY
COMMITTEE, BOARD, &
COUNCIL APPOINTMENT APPLICATION**

Date: March 27, 2019 Position Applying For: Heritage and Landmark Comm

Name: Judi Jarosh Occupation: retired (3/31/2019)

Home Address: _____, Canby, Oregon 97013

Employer: N/A

Position: _____

Daytime Phone: _____

Evening Phone: _____

E-Mail Address: _____

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

Volunteering, committees, organizations Particularly education and

retention of history, Fair and fairgrounds, 4H, FFA, Master Gardeners and Canb

What are your major interests or concerns in the City's programs? _____

Sustainable management of growth. Historical awareness.

Volunteerism, program advocacy.

Reason for your interest in this position: Recent resident of Canby, recent retirement

and desire to apply skills, knowledge and interests to benefit the city and
residents

Experience and educational background: 30 years in Senior leadership roles in

Accounting and Information Technology. MBA, Certified Project Manager,

Certified Clackamas County Master Gardener Led large and small initiatives re

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

Lake Oswego Parks and Recs - Event Volunteer

Tualatin River Keepers - Trip Volunteer

Referred by (if applicable): N/A

Please return to:

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Phone: 503.266.0733 Fax: 503.266.7961 Email: scheaferk@canbyoregon.gov


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on the City's web page.**

5/2017

Date Received: 3.29.2019 Date Appointed: _____ Term Expires: 6-30-2020

Date Resigned: _____ Destruction Date: _____

Memo

To: Mayor Brian Hodson & Members of City Council
From: Bret J. Smith, Chief of Police 
CC: Kim Scheafer, General Administration
Date: May 20, 2019
Re: Liquor License Application / Biscuits Cafe

I have reviewed the attached liquor license application completed by Nicole Preston, for the business, "Biscuits Cafe", located at 1477 SE 1st Avenue, Suite #101, Canby, Oregon.

On May 20, 2019, I spoke with Ms. Preston and we discussed the expectations and responsibilities involving the sale of alcoholic beverages. Ms. Preston told me she is aware that she and any employee selling alcoholic beverages must know the laws regulating the sale of alcoholic beverages. She said she and her staff are trained and currently possess OLCC Licenses with the exception of one employee who will soon take the OLCC training course. She said she understands there are consequences for failure to comply with the rules as set forth by Oregon State law.

It is my recommendation the Canby City Council approve this application to the Oregon Liquor Control Commission (OLCC).

#100.00
pd ✓ #1491
6 5/14/19



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 st Location	Date application received:
<input type="checkbox"/> Brewery 2 nd Location	<u>5-14-2019</u>
<input type="checkbox"/> Brewery 3 rd Location	Name of City or County:
<input type="checkbox"/> Brewery-Public House 1 st location	<u>City of Canby</u>
<input type="checkbox"/> Brewery-Public House 2 nd location	Recommends this license be:
<input type="checkbox"/> Brewery-Public House 3 rd location	<input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Distillery	By: _____
<input checked="" type="checkbox"/> Full On-Premises, Commercial	Date: _____
<input type="checkbox"/> Full On-Premises, Caterer	
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege 1 st location	
<input type="checkbox"/> Grower Sales Privilege 2 nd location	
<input type="checkbox"/> Grower Sales Privilege 3 rd location	
<input type="checkbox"/> Limited On-Premises	
<input type="checkbox"/> Off-Premises	
<input type="checkbox"/> Off-Premises with Fuel Pumps	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 st Location	
<input type="checkbox"/> Winery 2 nd Location	
<input type="checkbox"/> Winery 3 rd Location	

OLCC USE ONLY
Date application received:
<u>4/30/19</u>
By: <u>Jan Z.</u>
Date application accepted as initially complete:
<u>5/13/19</u>
By: <u>Jan Z.</u>
License Action(s): <u>N/O</u>

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

Shannikki Ent LLC ^{Nicole} Preston
(Applicant #1)

Shannikki Ent LLC ^{Shannon} Preston
(Applicant #2)

(Applicant #3)

(Applicant #4)

OLCC USE ONLY	OLCC FINANCIAL SERVICES USE ONLY



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

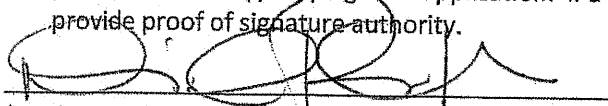
3. Applicant #1 Nicole M. Preston		Applicant #2 Shannon D Preston	
Applicant #3		Applicant #4	
4. Trade Name of the Business (Name Customers Will See) BISCUITS Cafe			
5. Business Address (Number and Street Address of the Location that will have the liquor license) 1477 SE 1st Ave suite#101			
City Canby		County Clackamas	Zip Code 97013
6. Does the business address currently have an OLCC liquor license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail) 1477 SE 1st Ave Canby OR 97013			
City Canby		State OR	Zip Code 97013
9. Phone Number of the Business Location 503 263 3287		Email Contact for this Application	
Contact Person for this Application Nicole Preston		Phone Number	
Mailing Address		City	State OR
			Zip Code

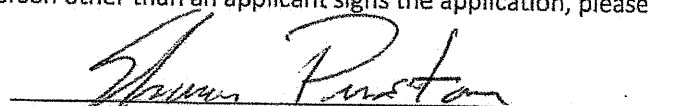
I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is **prohibited** on the licensed premises.

I attest that all answers on all forms, documents, and information provided to the OLCC are true and complete.

Applicant Signature(s)

- Each individual person listed as an applicant must sign the application.
- If an applicant is an entity, such as a corporation or LLC, at least one person who is authorized to sign for the entity must sign the application.
- A person with the authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power of attorney) may sign the application. If a person other than an applicant signs the application, please provide proof of signature authority.


(Applicant #1)


(Applicant #2)

(Applicant #3)

(Applicant #4)

Memo

To: Mayor Brian Hodson & Members of City Council
From: Bret J. Smith, Chief of Police 
CC: Kim Scheafer, General Administration
Date: May 28, 2019
Re: Liquor License Application / Wayward Hospitality, LLC /
Wayward Sandwiches

I have reviewed the attached liquor license application completed by Mr. Matthew T. Morrissey, for the business, "Wayward Hospitality, LLC / Wayward Sandwiches", located at 117 NW 2st Avenue, Suite #120, Canby, Oregon. Mr. Morrissey said he is the owner and he will also be working to manage/operate the business.

On May 28, 2019, I spoke with Mr. Morrissey and we discussed the expectations and responsibilities involving the sale of alcoholic beverages. Mr. Morrissey told me he is intending to sell beer and wine at the business and he is aware that he and any employee selling alcoholic beverages must know the laws regulating the sale of alcoholic beverages. He said he understands the responsibility of having a liquor license, explaining he has prior experience as he has managed several liquor licenses while living/working in the State of Massachusetts. He said he knows there are consequences for failure to comply with rules as set forth by Oregon State Law. He said he and his staff will be trained on the OLCC laws.

It is my recommendation the Canby City Council approve this application to the Oregon Liquor Control Commission (OLCC).



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

pd \$100.00 - N/O
pd \$15.00 - 12/1/18
5/24/19

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 st Location	Date application received: 5-24-2019
<input type="checkbox"/> Brewery 2 nd Location	Name of City or County: City of Canby
<input type="checkbox"/> Brewery 3 rd Location	Recommends this license be: <input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Brewery-Public House 1 st location	By: _____
<input type="checkbox"/> Brewery-Public House 2 nd location	Date: _____
<input type="checkbox"/> Brewery-Public House 3 rd location	
<input type="checkbox"/> Distillery	
<input type="checkbox"/> Full On-Premises, Commercial	
<input type="checkbox"/> Full On-Premises, Caterer	
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege 1 st location	
<input type="checkbox"/> Grower Sales Privilege 2 nd location	
<input type="checkbox"/> Grower Sales Privilege 3 rd location	
<input checked="" type="checkbox"/> Limited On-Premises	
<input checked="" type="checkbox"/> Off-Premises	
<input type="checkbox"/> Off-Premises with Fuel Pumps	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 st Location	
<input type="checkbox"/> Winery 2 nd Location	
<input type="checkbox"/> Winery 3 rd Location	

OLCC USE ONLY	OLCC FINANCIAL SERVICES USE ONLY

Date application received:
5/23/19

By: Jan Z.

Date application accepted as initially complete:
5/23/19

By: Jan Z.

License Action(s): N/O

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

WAYWARD HOSPITALITY, LLC

(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

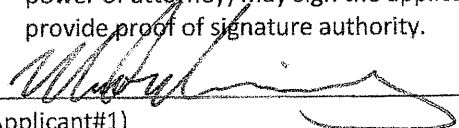
3. Applicant #1 WAYWARD HOSPITALITY, LLC		Applicant #2	
Applicant #3		Applicant #4	
4. Trade Name of the Business (Name Customers Will See) WAYWARD SANDWICHES			
5. Business Address (Number and Street Address of the Location that will have the liquor license) 117 NW 2ND AVE. Ste 120 NSZ			
City CANBY	County CLATSOP	Zip Code 97013	
6. Does the business address currently have an OLCC liquor license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail) C/O MATT MORRISSEY			
City WEST LINN	State OR	Zip Code 97068	
9. Phone Number of the Business Location 617-470-8726		Email Contact for this Application	
Contact Person for this Application MATTHEW T MORRISSEY		Phone Number	
Mailing Address	City	State OR	Zip Code

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is **prohibited** on the licensed premises.

I attest that all answers on all forms, documents, and information provided to the OLCC are true and complete.

Applicant Signature(s)

- Each individual person listed as an applicant must sign the application.
- If an applicant is an entity, such as a corporation or LLC, at least one person who is authorized to sign for the entity must sign the application.
- A person with the authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power of attorney) may sign the application. If a person other than an applicant signs the application, please provide proof of signature authority.


(Applicant #1)
(Applicant #2)
(Applicant #3)
(Applicant #4)

ORDINANCE NO. 1507

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE AN AMMENDMENT TO ITS CONTRACT WITH MV TRANSPORTATION, INC OF DALLAS, TEXAS FOR PROVIDING TRANSIT OPERATIONS FOR CANBY AREA TRANSIT (CAT); AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby on behalf of Canby Area Transit (CAT) entered into a contract with MV Transportation of Dallas, Texas on June 7, 2017 for the provision of transit services; and

WHEREAS, the City extended weekday Fixed-Route service hours thereby increasing the estimated number of vehicle revenue hours and the maximum compensation amounts for years 2 and 3 via amendment 1 on July 1, 2018; and

WHEREAS, the City intends to implement limited Saturday service on both the Dial-A-Ride and Fixed-Route thereby further increasing the estimated number of vehicle revenue hours and the maximum compensation amounts for year 3; and

WHEREAS, due to service demand and the timing and location of ride request the VRH for Dial-A-Ride service are averaging four (4) hours per service day higher than estimated thereby increasing the estimated number of VRH and the compensation amounts for years 2 and 3. The adjusted hours and the compensation amounts are as follows:

Year 2 (7/1/18 – 6/30/19) \$997,723.00 (16,300 VRH - @ \$61.21 per VRH)

Year 3 (7/1/19 – 6/30/20) \$1,112,976.00 (17,700 VRH - @ \$62.88 per VRH)

NOW, THEREFORE, THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and the City Administrator are hereby authorized and directed to make, execute and declare in the name of the City of Canby and on its behalf, an appropriate contract amendment with MV Transportation, Inc. of Dallas, Texas to provide transit operations for the City's Transit System. A copy of said amendment, dated June 15, 2019, is attached hereto as Exhibit "A" and by this reference incorporated herein.

Section 2. In so much as it is in the best interest of the citizens of the City of Canby, Oregon to implement this ordinance in order to be able to provide its transit service to local citizens without further delay, an emergency is hereby declared to exist and this ordinance shall therefore take effect immediately upon its enactment after final reading.

2nd Reading

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, May 15, 2019, 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, June 5, 2019 commencing at the hour of 7:00 PM in the City Council Chambers located at 222 NE 2nd Avenue, 1st Floor, Canby, Oregon.

Kimberly Scheafer, MMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on June 5, 2019, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

**Amendment 2
Contract for Transit Services
No.: CAT2017**

THIS CONTRACT previously entered into the 7th day of June 2017 and amended effective July 1, 2018 by and between the City of Canby, Oregon, a municipal corporation, hereinafter called "City," and MV Transportation, Inc., with headquarters located in Dallas, Texas hereinafter called "Contractor" and collectively referred to herein as the "Parties".

WITNESSETH THAT:

WHEREAS, the Parties entered into a Contract for Transit Services dated June 7, 2017, with an initial contract term of three (3) years, running from July 3, 2017 to June 30, 2020 and an estimated maximum 14,478 Vehicle Revenue Hours (VRH) per year.

WHEREAS, the Parties amended the original agreement to add service to the Route 99X as follows effective July 1, 2018:

Year 2 (7/1/18 – 6/30/19) \$943,001.26 (15,406 VRH - @ \$61.21 per VRH)

Year 3 (7/1/19 – 6/30/20) \$968,729.28 (15,406 VRH - @ \$62.88 per VRH)

WHEREAS, due to service demand and the timing and location of ride requests the VRH for Dial-A-Ride service are averaging 26 VRH per service day rather than 22 VRH per service day estimated thereby increasing the estimated number of vehicle revenue hours and the compensation amounts for years 2 and 3.

WHEREAS, the City intends to expand Fixed-Route service to include Saturday service thereby increasing the estimated number of vehicle revenue hours and the compensation amounts for year 3. The adjusted hours and the compensation amounts are as follows:

Year 2 (7/1/18 – 6/30/19) \$997,723.00 (16,300 VRH - @ \$61.21 per VRH)

Year 3 (7/1/19 – 6/30/20) \$1,112,976.00 (17,700 VRH - @ \$62.88 per VRH)

All other terms, conditions, agreements, and addendums remain in effect between the parties.

EXHIBIT "A"

IT IS SO AGREED, City and Contractor have executed this Transit Contract Amendment 2 effective June 5, 2019.

Date

Date

Name: Richard Robinson
Title: City Administrator

City of Canby
PO Box 930
Canby, OR 97031
503.266.0745

Name:
Title:

MV Public Transportation, Inc.
5910 N Central Expy. Suite 1145
Dallas, TX 75206
972.391.4600

ORDINANCE NO. 1512

AN ORDINANCE AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH HMS COMMERCIAL SERVICE, INC. FOR HVAC IMPROVEMENTS FOR THE CANBY SWIM CENTER; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby wishes to make improvements to the HVAC system at the Swim Center and replace the control system and heat exchanger; and

WHEREAS, the cost of the system will be paid by the City of Canby Swim Center Levy fund with funds budgeted and approved for this purpose in the 2019-2020 fiscal year budget; and

WHEREAS, in accordance with ORS Chapter 279 and Canby Public Purchasing Rules, three written bids were obtained for the HVAC improvements:

1. HMS Commercial Service, Inc.	\$115,706.00
2. Hydro-Temp Mechanical, Inc.	\$116,740.00
3. TCMS-A Trotter and Morton Company	\$119,114.00

WHEREAS, HMS Commercial Service submitted the lowest quote of \$115,706.00 for HVAC improvements; and

WHEREAS, the City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed this quote, reviewed the staff report and believes it to be in the best interest of the City to contract with HMS Commercial Service, Inc.

NOW, THEREFORE, THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and/or City Administrator are hereby authorized and directed to make, execute and declare in the name of the City of Canby and on its behalf, an appropriate contract with HMC Commercial Service, Inc. for HVAC improvements for the Canby Swim Center for a total of \$115,706.00.

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

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, May 15, 2019, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on Wednesday, June 5, 2019, commencing at the hour of 7:00 p.m. in the Council Meeting Chambers located at 222 NW 2nd Avenue, 1st Floor, Canby, Oregon.

Kimberly Scheafer, MMC
City Recorder

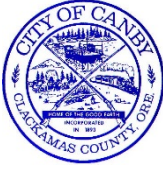
PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on the 5th day of June 2019 by the following vote:

YEAS_____ NAYS_____

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder



City of Canby

PO Box 930 Phone: 503.266.4021
222 NE 2nd Ave Fax: 503.266.7961
Canby, OR 97013 www.canbyoregon.gov

DATE: MAY 29, 2019
TO: CANBY CITY COUNCIL
FROM: RICK ROBINSON, CITY ADMINISTRATOR

RE: ORDINANCE NO. 1513: AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH HEARD FARMS FOR WASTEWATER SEWAGE SLUDGE REMOVAL, REPEALING ALL OTHER ORDINANCES AUTHORIZING A CONTRACT WITH HEARD FARMS; AND DECLARING AN EMERGENCY

Issue: Whether or not to continue the PSA contract with Heard Farms for sewage sludge removal.

Summary: The City is currently contracting with Heard Farms for sewage sludge removal at the City's Wastewater Treatment Facility. Under the existing contract, the price charged per wet ton hauled is \$57. The increased price will be \$61 per wet ton hauled. After soliciting quotes, this price is still less per wet ton than the nearest competitor. For this agreement, the not-to-exceed price on the total amount of services is capped at \$149,000.

Attachments: Ordinance 1513, Personal Services Agreement with Heard Farms, and Exhibit A.

Recommendation: Authorize this contract.

Motion: *"I move to approve Ordinance No. 1513, AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH HEARD FARMS FOR WASTEWATER SEWAGE SLUDGE REMOVAL, REPEALING ALL OTHER ORDINANCES AUTHORIZING A CONTRACT WITH HEARD FARMS; AND DECLARING AN EMERGENCY; to come up for second reading on June 19, 2019."*

ORDINANCE NO. 1513

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH HEARD FARMS FOR WASTEWATER SEWAGE SLUDGE REMOVAL, REPEALING ALL OTHER ORDINANCES AUTHORIZING A CONTRACT WITH HEARD FARMS; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby requires the hauling of tonnage of wet sewage sludge as part of its wastewater treatment; and

WHEREAS, the City of Canby desires to secure a cost-effective contract for this integral service.

NOW, THEREFORE, THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:

Section 1. The City Administrator is hereby authorized on behalf of the City to enter into a Personal Services Agreement with Heard Farms to haul sewage sludge for the City. A copy of the Personal Services Agreement is attached hereto as Exhibit "A."

Section 2. The effective date of this Ordinance shall be July 1, 2019.

Section 3. In so much as it is in the best interest of the citizens of the City of Canby, Oregon to provide wastewater sewage sludge removal without further delay, and to better serve the citizens of Canby, an emergency is hereby declared to exist and this ordinance shall therefore take effect immediately upon its enactment after final reading.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, June 5, 2019 ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, June 19, 2019, commencing at the hour of 7:00 PM in the Council Chambers located at 222 NE 2nd Avenue, 1st Floor Canby, Oregon.

Kimberly Scheafer, MMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 19th day of June 2019, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

EXHIBIT “A”

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and Heard Farms (Contractor).

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

The Parties Agree a Follows:

- 1. Scope of Services. Contractor’s services under this Agreement are set forth in Exhibit “A”, attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor’s Social Security Number, as City deems applicable. **Contractor understands it is required to obtain a City of Canby Business License for conducting business in the City. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.**
- 3. Compensation:
 - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor’s proposal. See Exhibit “A” attached hereto. Contractor agrees that \$149,000 is the not to exceed price of this contract, without prior written approval from the City.
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor’s itemized statement reporting completed work. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
 - A. Contractor’s services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
 - B. Contractor certifies that it is either a carrier-insured employer or a self-

insured employer as provided in Chapter 656 of the Oregon Revised Statutes.

- C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

5. **Subcontractors and Assignment.** Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions this agreement as well as applicable OSHA regulations and requirements.

6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.

7. Term.

- A. This Agreement may be terminated by:

1. Mutual written consent of the parties.
2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
3. City, effective upon deliver of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If Contractor fails to abide by the terms of this Agreement.
 - c. If services are no longer required.

8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:

- A. For General Liability Insurance, Contractor shall provide a Certificate of

Insurance naming the City of Canby as an additional insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.

B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.

C. For Professional Liability—errors and omissions—a \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. **(Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.).** For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.

D. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement.

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

14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.

CITY: Rick Robinson, City Administrator
City of Canby
PO Box 930
Canby, OR 97013

CONTRACTOR: Richard Heard
Heard Farms, Inc.
578 Rogers Road
Roseburg, OR 97471

Please submit invoices to: Attn: Accounts Payable
City of Canby
PO Box 930
Canby, OR 97013
ap@canbyoregon.gov

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

CONTRACTOR: CITY OF CANBY

By: By:

Date: Date:

Subcontractors will be used _____ No (If Yes, please complete List of Subcontractors attached to this Agreement)

Approved as to Form:

Joseph Lindsay
City Attorney

LIST OF SUBCONTRACTORS

As per Section 5 of the Personal Services Agreement, the following businesses will be subcontractors. Subcontractors are required to have a City of Canby Business License prior to commencing work under this contract.

[illegible]

The City hereby approves the above listed subcontractors.

City of Canby

Date _____

EXHIBIT "A"

Memorandum of Agreed Terms for Personal Services Agreement between City of Canby, Oregon (City) and Heard Farms, Inc. for Sewage Sludge Pickup and Disposal

In addition to the terms agreed upon in the signed Personal Services Agreement, the City of Canby, Oregon (City) and Heard Farms, Inc. agree to the following:

1. Heard Farms will pick up and dispose of sewage sludge from the City of Canby Wastewater Treatment Plant located at 1480 NE Territorial Road in Canby, Oregon, at a price of \$61.00 per ton.
2. The above-stated price of \$61.00 per ton will remain fixed for a one year period. Any subsequent change to the \$61.00 per ton price will require a new agreement.
3. The Personal Services Agreement shall be effective from July 1, 2019 through June 30, 2020.
4. Sewage sludge is not required to meet the Class B standard in order for Heard Farms to haul them off and dispose of them. The sewage sludge shall be in the range of 5 to 9 on the pH scale. Any testing of the sewage sludge for disposal purposes will be the responsibility of Heard Farms and will be done at the Heard Farms facility. The City is not responsible for this testing at all.
5. Containers and/or trailers will be hauled off by Heard Farms within 24 hours of the load being ready.
6. The City does not guarantee a specific amount of sewage sludge each month, but parties assume that amounts should be fairly consistent from month to month.
7. The City continues to reserve the right to haul off or have any excess sludge removed that Heard Farms cannot pick up and dispose of in a timely manner (by the end of each work week). The goal is to not store any sewage sludge over the weekends.
8. Ownership of the sewage sludge transfers to Heard Farms upon pick-up by Heard Farms.