

**CANBY CITY COUNCIL  
REGULAR SESSION  
January 21, 2004**

Mayor Melody Thompson presiding. Council members present: Walt Daniels, Georgia Newton, Wayne Oliver, Pat Johnson, Randy Carson, and Teresa Blackwell.

Also present: City Administrator Mark Adcock, City Attorney John Kelley, Library & Parks Director Beth Saul, Police Lieutenant Greg Kroeplin, Finance Manager Laura Dornbusch, Executive Assistant Kim Scheafer, Judge Jon Henricksen, Ken Schuh, Clarence Kaufman, Duane & Janice Weeks, Olga Gerberg, Mark Rasmussen, Bob Cavanaugh, Curtis & Lila Gottman, Daniel Webb, Terry Tolls, Craig Lewelling, Kathleen & William Toon, Shari, Josh & Eric Fromm and David Howell.

Mayor Thompson called the regular session to order at 7:30 p.m., followed by the opening ceremonies.

**PRESENTATIONS:** Employee of the Month – City Administrator Mark Adcock said the Employee of the Month for November was Detective Steve Floyd from the Police Department. Police Lieutenant Greg Kroeplin accepted the certificate on behalf of Mr. Floyd. Lieutenant Kroeplin read a thank you from Mr. Floyd.

Recognition of Community Accountability Board – City Attorney John Kelley gave the Council a background on the Community Accountability Board. It had been a successful program. Valerie Miller was now running the program. Mark Rasmussen, director of Clackamas Community Corrections said Ingrid Lewis, former director of the program, enjoyed working with the board. Mr. Rasmussen said there was not a program that had a higher compliance rate. The work that the volunteers did on this board was immeasurable. They were committed to continuing the program. Municipal Court Judge Jon Henricksen gave the history of how the idea came about. Attorney Kelley presented plaques to Mark Rasmussen who accepted on behalf of Ingrid Lewis and Valerie Miller, Clarence Kaufman, Janice Weeks, and Olga Gerberg. Other members of the Community Accountability Board who were unable to attend the meeting were Donna & Dave Traaen, Corey Smith, and Rick Paradis.

**PROCLAMATION:** Barbershop Singing Week – Mayor Thompson presented Bob Cavanaugh with a proclamation proclaiming January 25 – 31, 2004 as Barbershop Singing Week.

**CITIZEN INPUT ON NON-AGENDA ITEMS:** Ken Schuh spoke about the Canby Swim Club's recent swim meet in December. Mr. Schuh thanked local businesses who helped support the swim club. Mr. Schuh presented Mayor Thompson and Councilors Daniels and Blackwell with a t-shirt as they participated in the last swim meet. He announced the next swim meet.

Lila Gottman, resident of 10381 S Mulino Road, said she had come to the Council previously to get a Bingo license for the Adult Center. Since that time, they had six sessions and she thanked the volunteers, Charles & Teresa Blackwell, Curtis & Lila Gottman, John and Ronda

Hutchinson, and Kathy Bowman. Over the past several months they had been able to purchase their own equipment and made a profit of \$2,500 to give to the Adult Center.

**CONSENT AGENDA: \*\*Councilor Carson moved to approve the Minutes of the Regular Meeting of December 17, 2003; affirm the Mayor's approval to pay accounts payable on January 3, 2004; and Accounts Payable of \$231,757.74. Motion was seconded by Councilor Daniels and passed 6-0.**

**COMMUNICATIONS:** Letter from Roger Reif – Mr. Adcock said Mr. Reif asked for this item to be moved to a meeting in February.

**NEW BUSINESS:** Memo of Understanding with Property Owners Adjoining Sequoia Parkway & 4<sup>th</sup> Avenue –

**\*\*Councilor Carson moved to approve the Memorandum of Understanding and authorize the Mayor to sign the Memo with amendments received on January 20, 2004 from Planning Director John Williams regarding the dollar amount changes. Motion was seconded by Councilor Blackwell and passed 6-0.**

**UNFINISHED BUSINESS:** None.

#### **RESOLUTIONS & ORDINANCES:**

Resolution 849 – **\*\*Councilor Carson moved to adopt Resolution 849, A RESOLUTION ALLOWING HARTFORD LIFE DEFERRED COMPENSATION PLAN TO BE MADE AVAILABLE TO ALL ELIGIBLE EMPLOYEES OF THE CITY OF CANBY. Motion was seconded by Councilor Johnson and passed 6-0.**

Ordinance 1134 – **\*\*Councilor Carson moved to adopt Ordinance 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 1<sup>ST</sup> AVENUE; AND DECLARING AN EMERGENCY to come up for second reading on February 4, 2004. Motion was seconded by Councilor Blackwell and passed 6-0 on first reading.**

**MANAGER'S REPORT:** Update on 13<sup>th</sup> Avenue Park – Library and Parks Director Beth Saul said the photograph had been converted into a regular drawing by Curt McLeod for free. They were working on cost estimates. Ms. Saul said there would be design workshops in February regarding the Willamette Wayside project.

Mr. Adcock said he was seeking authority from the City Council to use \$14,700 for water intrusion damage mitigation of the basement of City Hall. He would take it out of the facilities reserve fund.

**\*\*Councilor Daniels moved to accept the proposal and approve the expenditure. Motion was seconded by Councilor Carson and passed 6-0.**

**CITIZEN INPUT:** None.

**COUNCILOR'S ISSUES:** Councilor Oliver said that Canby Junior Baseball would be having their Superbowl Breakfast on Sunday, February 1 from 8 a.m. – Noon at Cutsforth Thriftway.

Councilor Carson thanked the Canby Utility Board for the minimum power outages during the recent ice storm.

Councilor Blackwell said she went to the 4 C's meeting and they would be forwarding minutes and information about grant opportunities.

Councilor Daniels thanked Transit and General Services Director Margaret Yochem for a job well done as Tri-Met was pulling out two months early.

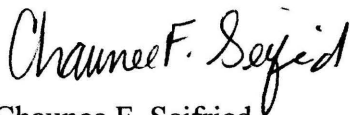
Councilor Newton said that the URD Advisory Committee was looking at recommendations for community enhancement projects.

**ACTION REVIEW:**

1. Approving the Memorandum of Understanding regarding Sequoia Parkway.
2. Approving Resolution 849.
3. Approving Ordinance 1134 on first reading, and bringing it back for second reading on February 4, 2004.
4. Moving forward with the water damage project for City Hall.

There was no executive session.

Mayor Thompson adjourned the session at 8:25 p.m.



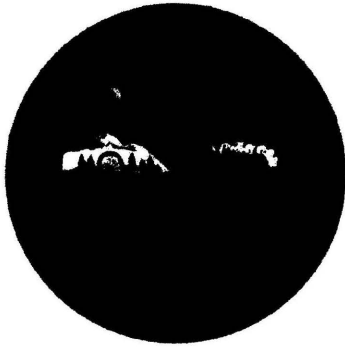
Chauncey F. Seifried  
City Recorder pro tem



Melody Thompson  
Mayor



Prepared by Kim Scheafer  
and Susan Wood Office Specialists



OFFICE OF THE MAYOR

# Proclamation

## **“BARBERSHOP SINGING WEEK”**

***WHEREAS***, the Canby-based Oregon Trail Pitchpiper Chorus is presenting their 38<sup>th</sup> 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 38<sup>th</sup> 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 21<sup>st</sup> day of January, 2004 in the City of Canby, Oregon.

Melody Thompson  
Mayor



## **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 4<sup>th</sup> 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 4<sup>th</sup> Avenue and Sequoia Parkway. The City recognizes that without such actions, development of the Industrial Park and the extensions of Sequoia Parkway and Southeast 4<sup>th</sup> 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 4<sup>th</sup> 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 4<sup>th</sup> Avenue as needed capital improvements. The City has had conversations with the Oregon Economic and Community Development Department (OECD) 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 4<sup>th</sup> 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 \$272,155.00 based upon 96,509 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.

**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 4<sup>th</sup> Avenue Extension**

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

**2.2** The Southeast 4<sup>th</sup> 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 4<sup>th</sup> 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 4<sup>th</sup> 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 4<sup>th</sup> Avenue segment shall be valued at not less than \$2.82 per square foot for an aggregate estimated value of 107,278.00 based upon 38,042 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 4<sup>th</sup> 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 4<sup>th</sup> 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 4<sup>th</sup> 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 4<sup>th</sup> 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

By:

Melody Thompson  
Melody Thompson, Mayor

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

Thomas Fitzpatrick  
Thomas Fitzpatrick

CANBY URBAN RENEWAL AGENCY

By:

Randy Carson  
Randy Carson, Chair

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

**EXHIBIT A**  
**(Property Owners)**

<b><u>Owner</u></b>	<b><u>Tax Lot Number</u></b>	<b><u>Street Address</u></b>	<b><u>Acreage</u></b>
Estate of Ray L. Burden	31E341700	2035 SE 1 <sup>st</sup> 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
<b>Total: 3 parcels</b>		<b>Total acreage: 41.48 acres</b>	