AMENDED AGENDA

CANBY CITY COUNCIL MEETING
September 21, 2016
7:30 PM
Council Chambers
155 NW 2nd Avenue

Mayor Brian Hodson

Council President Tim Dale
Councilor Clint Coleman
Councilor Tracie Heidt
Councilor Traci Hensley
Councilor Greg Parker
Councilor Todd Rocha

CITY COUNCIL MEETING

1. CALL TO ORDER

A. Invocation
B. Pledge of Allegiance
C. First Responder Appreciation Day Proclamation Pg. 1
D. Distraction Free Driving Awareness Day Proclamation Pg. 2
E. Swearing In of New Police Officer
F. Presentation by Canby Disposal on Spring Cleanup Program Pg. 3

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 September 7, 2016 City Council Regular Meeting
B. Appointment to Traffic Safety Commission Pg. 15

7. RESOLUTIONS & ORDINANCES

A. Ord. 1446, Authorizing Contract with Jarrett Walker & Associates, LLC for Providing Professional Services to Facilitate Community Engagement and Develop a Transit Master Plan for Canby Area Transit **(2nd Reading)** Pg. 17

B. Ord. 1448, Authorizing Contract with Canby Excavating, Inc. in the Amount of $482,400.00 for NW Territorial Road Street and Sanitary Sewer Improvements **(2nd Reading)** Pg. 38

8. NEW BUSINESS

A. Discussion Regarding City Councilor Vacancy Appointment

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.ci.canby.or.us. 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

First Responder Appreciation Day

WHEREAS, First Responders risk their safety and personal property on a daily basis in the execution of their duty to protect the public; and

WHEREAS, First Responders are the first line of defense for the public against threats, both domestic and foreign; and

WHEREAS, First Responders stand ready 24 hours per day to come to the aid of citizens of the United States of America; and

WHEREAS, First Responders are a vital part of our communities, not only responding to emergencies but also volunteering in our schools and community organizations; and

WHEREAS, First Responders, who are volunteers or employees of agencies that provide public safety services, including policing, fire protection, emergency medical services and search and rescue services, come together during emergencies to serve the public.

NOW, THEREFORE, I, Brian Hodson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim September 27, 2016 as:

FIRST RESPONDER APPRECIATION DAY

in the City of Canby and urge all those in the Canby area to support and promote this observance.

Given unto my hand this 21st day of September 2016 in the City of Canby, Oregon.

Brian Hodson
Mayor

Office of the Mayor

Proclamation

Distraction Free Driving Awareness Day

WHEREAS, Oregon cities hold the health and safety of their citizens as a paramount concern; and

WHEREAS, Distracted driving occurs when drivers engage in activities that divert their attention from the road and their primary task of driving—such as texting, talking on a cell phone, interacting with passengers, listening to loud music, and reading; and

WHEREAS, Smart phone use, because it distracts the driver's visual, manual and cognitive abilities, is especially dangerous for the driver and others on our roadways; and

WHEREAS, Sixty-percent of Oregonians use a smartphone; and

WHEREAS, Seventy-percent of Americans admit to using their smart phone while driving to text, check email, access social media, and use their photo and video tools; and

WHEREAS, The National Highway Traffic Safety Administration, reports that each day more than 9 people are killed and over 1,060 people are injured in crashes that are reported to involve a distracted driver in the U.S.; and

WHEREAS, The Oregon Department of Transportation reports that a crash involving a distracted driver in Oregon occurs every 2.5 hours; and

WHEREAS, The Oregon legislature has taken several recent steps to prohibit and discourage the use of handheld devices while driving, such as the passing 2009 HB 3186, 2011 HB 3186 and 2013 SB 9.

NOW, THEREFORE, I, Brian Hodson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim September 20, 2016 as:

DISTRACTION FREE DRIVING AWARENESS DAY

in the City of Canby and urge all those in the Canby area to support and promote this observance.

Given unto my hand this 21st day of September 2016 in the City of Canby, Oregon.

Brian Hodson
Mayor

Spring Cleanup Program

City Council Briefing

Canby Disposal Company

August 17, 2016

Tonight's Agenda

- History of the Spring cleanup program
- Pros & Cons of the current program
- Program alternatives and options
- Recommendation
- Discussion and next steps

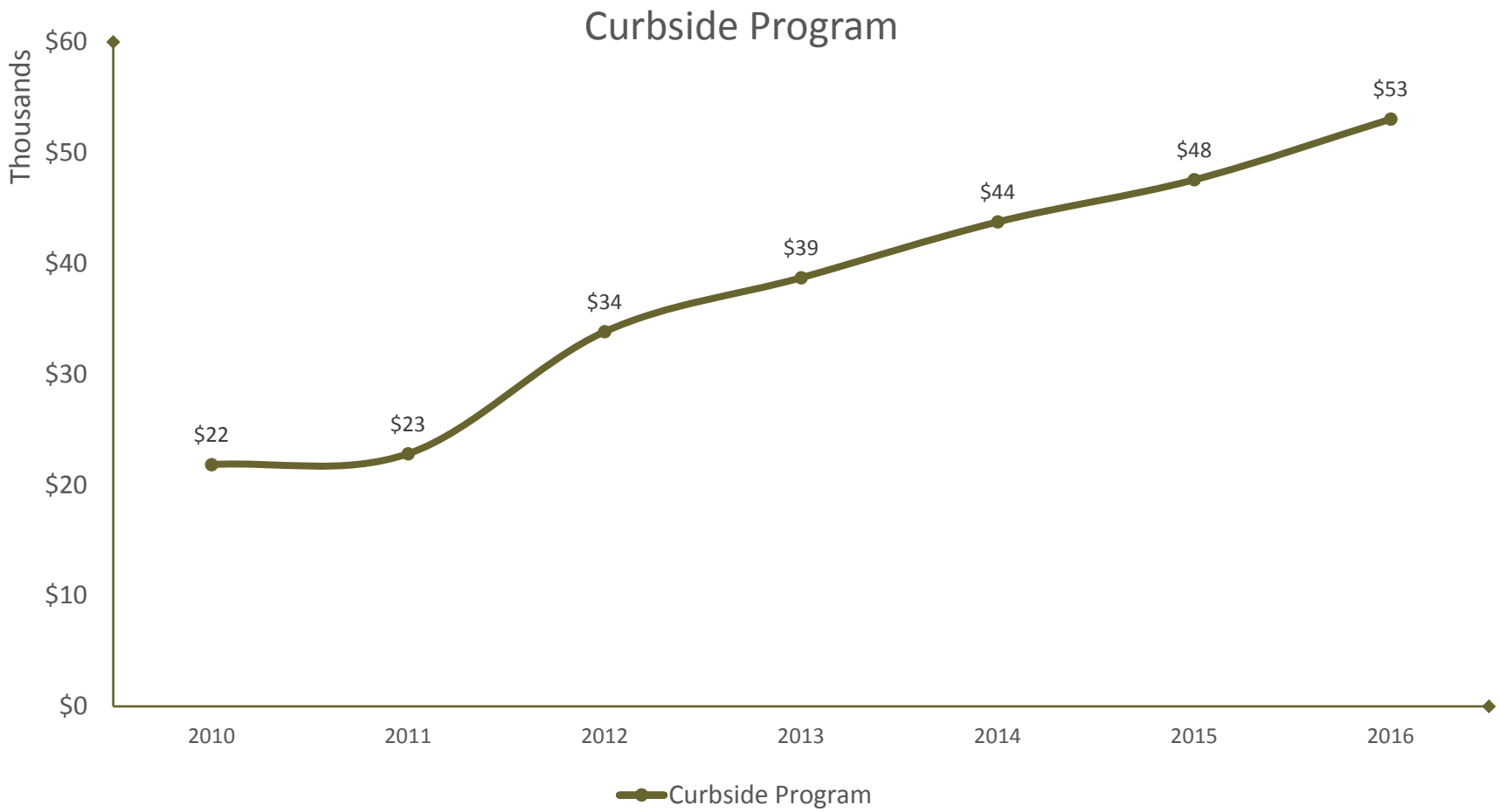
History of the Spring Cleanup Program

- The current one day-a-year curbside cleanup program has been delivered to Canby customers for over 20 years
- Costs of the program have been increasing dramatically over the last five years
- In 2010 the program cost $21,834; this year it cost $53,041
- By way of comparison:

	Population*	2016 cost
Canby	17,271	$53,041
West Linn	26,593	$56,705

* - Estimated as of July 1, 2015; American Community Survey; U.S. Census Bureau

Historical Cleanup Program Cost Trends



A Closer Look at the 2016 Cleanup Program Costs

Product	Units	Tons	Rate	Total Cost
Tires	275		($6.25)	($1,718.75)
TV's	234		$0.00	$0.00
Computer Monitor/CPU's	81		$0.00	$0.00
Printer/Fax/Stereo/Copier's	216		($5.00)	($1,080.00)
Appliances w/Freon	46		($40.00)	($1,840.00)
Solid Waste		222.55	($78.52)	($17,474.63)
Scrap Metal		74.88	$55.00	$4,118.40
PRODUCT TOTAL		**297.43**		**($17,994.98)**

Prohibited waste

Net of HHW, paint, car batteries, and chemicals/solvents

Office & Operational	Total hours		Total Cost
Full time employees	397.25		($10,577.64)
Temp service employees	181.75		($7,666.88)
Vehicles	351.3	($45.00)	($15,808.50)
Printing/Mailing		-	($993.40)
OFFICE & OPERATIONAL TOTAL			**($35,046.42)**

Labor and admin cost has doubled in 5 years

TOTAL CLEANUP COST		**($53,041.39)**
	Annual household cost	($7.12)
	Monthly household cost	($0.59)

2010 cost was $0.23 per month

Pros and Cons of the Current Curbside Program

Pros	Cons
• Very popular with Canby customers	• Extremely costly in current configuration
• No cost to the City	• Non-City people are “renting” curb space during the program
• Done in one day	• Prohibited wastes are being left out for pickup and are coming into Canby from other areas
	• Scavengers
	• CDC crews are out until 10:30 pm trying to get everything picked up
	• Trash and hazardous waste is spilling into the public ROW

Photographs from the 2016 Cleanup Program

Alternatives/Options

Option Number	Option Description
1 – Status quo	Continue the current one day per year curbside collection model with restrictions on hazardous and prohibited wastes.
2 – Drop off event	Revert to a one day per year drop off event hosted and managed by CDC. Assume non-profit/non-government participation, and no city staffing.
3 - Hybrid	Combine a one day per year community-wide drop off event (Option No. 2) with a personalized one time per year curbside clean up collection for each residential customer.

Alternative Service Delivery Models and Costs

Option Number	Option Description	Est. Annual Program Cost	Est. Cost per Customer	
			Annual	Monthly
1	Current Curbside-only Event	$ 53,041	$ 7.12	$ 0.59
2	Drop off-only Event	$ 13,280	$ 1.78	$ 0.15
3	Hybrid Event (Vouchers & Drop Off)	$ 31,573	$ 4.24	$ 0.35

June, 2016 Happy Valley Cleanup Event

Our Recommendation to the City Council for Clean Up Program Modification

- Option 3 – the hybrid strategy
  - Brings annual program cost back in line with expectations
  - Affords customers the opportunity to participate in the drop off program in the Spring
  - Also gives each customer the opportunity to dispose of bulky item “on demand” curbside

Council Questions & Discussion

- Photographs and Facebook posts concerning the 2016 cleanup program can be viewed at the following web site:

https://drive.google.com/open?id=0Bw9h1QteCDHmUGRDOUV2cjgzUTA

CITY OF CANBY
APPLICATION
BOARD/COMMITTEES/COMMISSIONS/COUNCIL

Date: 8/8/2016

Name: Robert Cambra Occupation: Retired

Home Address:

Employer: Position:

Daytime Phone: Evening Phone: same

E-Mail Address:

For which position are you applying? A committee member on the Traffic Safety Commission

What are your community interests (committees, organizations, special activities)? I have always valued service to the community and sharing one's talents. In the past, I was a very active member of the Canby Youth Soccer Organization serving as it's secretary and a youth recreational soccer coach for many years. I was also an active volunteer in the school while my children were going through the Canby School system. Currently, I remain active as an assistant coach with the Special Olympics program. I also remain active through my church and it's numerous community involvment activities. Prior to my retirement this past April, I worked for the county and served on committees which impacted the communities of the county.

Experience and educational background: I have earned a Bachelor Degree in Education and a Master Degree in Social Work. Over my working career I have had an opportunity to attend many different type of workshops regarding organization and human dynamics. I have worked for over thirty-five years in the Juvenile Justice System in a variety of capacities. For the last Twenty-three years, I worked for the Clackamas County Juvenile Department and retired as a supervisor. My experiences have provided me an opportunity to utilize many skills including: good listening, problem solving, an emphasis on and valuing customer service, an ability to work with a variety of people from a wide range of backgrounds and experiences, a willingness to take on difficult tasks and accomplish them, and an ability to manage crisises and challenging circumstances.
I am acquainted with committee membership having serviced on numerous committees both in our department and on the County level.
I also have a personal interest in building and constructing things which may help in understanding the dynamics of road maintenance.

Reason for your interest in this position: I have always viewed service to the community as important and now with more available time, it seems as a good time to participate. We have also been a member of this community for the last twenty-four years and are invested in it. In attending the Council meetings, it appears serving on committees would provide an oppportunity to serve and gain greater insight into our community. Our recent difficulties with our roadway provided a good direction to proceed. But more importantly, roads and the ability of people to

move within this community are issues that effect the quality of life here. Contributing to maintaining, planning, and enhancing our community is why I am volunteering to serve.

List any other City or County positions on which you serve or have served: I would gladly provide a list of committees if needed but those were in relationship to job duties as opposed to volunteer opportunities.

Information on any special membership requirements: none

Referred by (if applicable):

Feel free to attach a copy of your resume and use additional sheets if necessary

THANK YOU FOR YOUR WILLINGNESS TO SERVE CANBY

Please return to: ***City of Canby***
Attn: City Recorder
182 N Holly Street
PO Box 930
Canby, OR 97013
Phone: 503.266.0733 Fax: 503.266.7961 Email: Scheaferk@ci.canby.or.us

Note: Please be advised that this information may be made available to anyone upon a public records request and may be viewable on the City's web site. *1-4-13*

RECEIVED
AUG 0 8 2016
CITY OF CANBY

ORDINANCE NO. 1446

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH JARRETT WALKER & ASSOCIATES, LLC OF PORTLAND, OREGON FOR PROVIDING PROFESSIONAL SERVICES TO FACILITATE COMMUNITY ENGAGEMENT AND DEVELOP A TRANSIT MASTER PLAN FOR CANBY AREA TRANSIT; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby on behalf of Canby Area Transit received grant contract no. 30111 from ODOT – Rail and Public Transit Division for $60,000 in (49 U.S.C 5305) funds to provide 80% of the funding to engage the public and develop a Transit Master Plan for Canby Area Transit; and

WHEREAS, City issued a Request for Proposal (RFP) on May 18, 2016 to solicit proposals from qualified firms to provide professional services to facilitate community and stakeholder engagement and develop a Transit Master Plan for Canby Area Transit; and

WHEREAS, the City of Canby received proposals from four (4) potential companies as follows on or before 5:00 p.m. on June 15, 2016:

Company Name:
Jarrett Walker & Associates, LLC
Kittelson & Associates, Inc.
LSC Transportation Consultants, Inc.
Nelson Nygaard Consulting Associates, Inc.

WHEREAS, following an interview process, a three (3) member Selection Committee met on June 21, 2016, to score the proposals in accordance with the Evaluation Criteria detailed in the RFP.

WHEREAS, Jarrett Walker & Associate received the top score of 296 and was identified unanimously by the Selection Committee as the most able, experienced and cost efficient proposer; 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 with Jarrett Walker & Associates of Portland, Oregon to

2nd Reading

provide professional services to facilitate community and stakeholder engagement and develop a Transit Master Plan for Canby Area Transit. A copy of said contract is attached hereto as Exhibit “A” and by this reference incorporated herein.

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 thereof on Wednesday, September 7, 2016, 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, September 21, 2016 commencing at the hour of 7:30 p.m. in the Council Chambers located at 155 NW 2nd Avenue, Canby, Oregon.

_____
Kimberly Scheafer, MMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on September 21, 2016 by the following vote:

YEAS _____ NAYS _____

_____
Brian Hodson, Mayor

ATTEST:

_____
Kimberly Scheafer, MMC
City Recorder

Exhibit "A"

PERSONAL SERVICES AGREEMENT
TMP2016

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the CITY OF CANBY, Canby Oregon, a municipal corporation of the State of Oregon, hereinafter called "City" and Jarrrett Walker & Associates, hereinafter called "Contractor".

WHEREAS, Contractor specializes in providing technical transit planning with public engagement; has led transit network design, stakeholder outreach and policy development efforts; conducted trainings and workshops on transit network design and policy; and has led consulting teams in both local and regional transit planning projects; and

WHEREAS, City issued a Request for Proposal (RFP) on May 18, 2016 to solicit proposals from qualified firms to provide professional services to facilitate community and stakeholder engagement and develop a Transit Master Plan for Canby Area Transit; and Contractor submitted its proposal dated June 15, 2016 in response thereto; and Contractor was selected from a field of qualified competitors; and

WHEREAS, City has determined that Consultant is qualified and capable of performing the services outlined in the RFP; and Consultant has presented a work plan and cost proposal; under the terms and conditions set forth hereafter;

THEREFORE, the parties agree as 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 $70,000 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 and FTA 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.

By entering into this agreement, contractor represents and warranties that they have complied with the tax laws of the State of Oregon and the City of Canby. Further, for the

duration of this contract, Contractor promises to continue to comply with said State and local tax laws. Any failure to comply with tax laws will be considered a default of this contract and could result in the immediate termination of this agreement and/or other sought damages or other such relief under applicable law.

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

A. For Comprehensive General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named 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 named 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, electronically, faxed, 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 n full force and effect.

15. Indemnification: Contractor shall defend, save, hold harmless, and indemnify the authorized purchaser, the Federal Transportation Administration, the State of Oregon and its officers, employees and agents from and against all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and description (including reasonable attorney's fees and expenses at trial, on appeal and in connection with any petition for review) (collectively, "claim") which may be brought or made against any authorized purchaser, the state, or their agents, officials, employees and arising out of or related to (i) any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of contractor, its employees, agents, related to this contract, (ii) any act or omission by contractor that constitutes a material breach of this contract, including without limitation any breach of warranty, or (iii) the infringement of any patent, copyright, trade secret or other proprietary right of any third party by delivery or use of the goods. Authorized purchaser or state shall promptly notify contractor in writing of any claim of which authorized purchaser or state becomes aware. Contractor's obligation under this section shall not extend to any claim primarily caused by (i) the negligent or willful misconduct of authorized purchaser, or (ii) authorized purchaser's modification of goods without contractor's approval and in a manner inconsistent with the purpose and proper usage of such goods.

However, the Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, the State or its officers, employees and agents prior to such action or representation. Further, the State, acting by and through its department of justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending or able to defend the interests of the State, its officers, employees or agents; (iii) important governmental interests are at stake; or (iv) the best interests of the State are served thereby. Contractor's obligation to pay for all costs and expenses shall include those incurred by the state in assuming its own defense and that of its officers, employees, or agents under (i) and (ii) above.

16. Federal Terms and Conditions. This project is funded in part with grant funds from the Federal Transit Administration via contract with the Oregon Department of Transportation's Rail and Public Transit Division which requires third party contractors to comply with the federal terms and conditions detailed in Exhibit "B" attached hereto. The Contractor agrees to comply with all

applicable federal regulations.

CITY:	Rick Robinson, City Administrator City of Canby PO Box 930 Canby, OR 97013
CONTRACTOR:	Jarrett Walker & Associates 1327 SE Tacoma Street, #166 Portland, OR 97202

Please submit invoices to: Attn: Julie Wehling
City of Canby
PO Box 930
Canby, OR 97013
wehlingj@ci.canby.or.us

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

CONTRACTOR:	**CITY OF CANBY**
_____	_____
By: Authorized Agent of Contractor	By: City Administrator
_____	_____
Printed Name	Printed Name
_____	_____
Date:	Date:

Subcontractors will be used ____Yes ____No (If Yes, please complete List of Subcontractors attached to this Agreement)

Approved as to Form:

_____ 11/6/15
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.

Name of Business	**Address**	**Phone**	**CCB#**
AMMA Transit Planning	393 Two Tree Road Riverside CA 92507	951.784.1333	
Multi Cultural Collaborative	4419 NE Sumner St. Portland, OR 97218	503.351.8548	

The City hereby approves the above listed subcontractors.

_____ _____

City of Canby **Date**

Scope of Work (Workplan)

Project Scope	Task Deliverable	JWA Proposed Workplan	JWA	MCC	AMMA	Estimated Date	City and MV effort
as per RFP	as per RFP	July 15, 2016	Hours of effort			*tenitive date	
		1. Work Plan Development					
Task 1	Work Plan	1.1. Project Scope and Work Plan	2	6	0	July-August	
Task 1		1.2. Coordination Calls (8)	8	8	0	Ongoing	
Task 2	Public Engagement Plan	1.3. Public Involvement Plan and Early Outreach	1	12	0	September 19-30	CAT staff, MV and contractors will develop the PI plan together.
		2. Kickoff					
Tasks 1 & 2	Service Analysis and Recommendations	2.1. Project Kickoff Meeting	8	4	2	September 19*	
Tasks 2 & 3		2.2. Field Work and Interviews	10	0	0	September 19-23*	Assistance setting up staff interviews, and CAT management may want to attend
		3 Data Organization					
Task 3	Service Analysis and Recommendations	3.1. Organization of agency data	8	0	0	September	
Task 3		3.1.1 CAT Route 99 data collection	2			September 19-20*	MV drivers will count boardings per stop. JWA will assist in preparation, CAT and MV will execute.
Task 3		3.2. Analysis of agency data	18	0	0	September-October	
		4. Choices Report and Future Alternatives					
Task 3	Service Analysis and Recommendations	4.1. Maps	14	0	0	October 3-7	
Task 3		4.2. Charts	8	0	0	October 3-7	
Task 3		4.3. Transit Performance Analysis	16	0	0	October 3-7	
Task 3		4.5. Network Structure Analysis	14	0	0	October 3-7	
Task 3		4.6. DAR Existing Conditions	6	0	16	October 3-7	CAT staff and MV will assist AMMA by providing requested DAR reports and assistance with understanding DAR reports.
Task 3		6.1. Retreat prep	23	0	1	October 10-14	Before the Retreat, JWA will validate some operating assumptions with CAT staff. (Including cost per revenue hour.)
Task 3		6.2. Core Design Retreat (1 Day)	18	0	10	October 18*	All-day commitment.
Task 3		6.3. Draft Future Alternatives (2)	19	0	0	October 24-November 4	CAT will review the alternatives, and facilitate a review of them by CAT's colleagues, before formal versions are created for public consumption.
Task 3		6.3.1 Talk with neighboring providers	6	0	0	October 24-November 4	
Task 3		6.4. Performance Analysis	11	0	4	October 24-November 4	

Project Scope	Task Deliverable	JWA Proposed Workplan	JWA	MCC	AMMA	Estimated Date	City and MV effort
as per RFP	as per RFP	July 15, 2016	Hours of effort			*tenitive date	
Task 3		4.7. Draft Report	40	4	0	November 14-25	JWA will produce a draft report, which includes Existing Conditions analysis AND the (already-reviewed) alternatives. JWA will need CAT and its colleagues to read it carefully before it is finalized for the public.
Task 3		4.8. Final Report	8	0	0	December 16	
		5. Public and Stakeholder Engagement					
Task 2	Public Engagement	5.1. Stakeholder workshop recruiting	4	16	0	October-December	CAT will provide contact people and organizations, and perhaps some introductions.
Task 2		5.2. Public Survey(s)	11	6	1	January	
Task 2		5.3. Stakeholder Workshop Prep	20	5	3	December	
Task 2		5.4. Stakeholder Workshop	14	14	0	January	Big event.
Task 2		5.5. Council Presentation	7	0	0	Flexible	
		6. Draft and Final Plan					
Task 3	Service Analysis and Recommendations	6.1. Transit Network and Service Recommendations (aka "Preferred Alternative")	29	0	3	February	
Task 3		6.2. Performance Analysis	11	0	4	February	
Task 5	Policy	6.3. Recommended Policies	0	0	0	February	
Task 5		6.3.1. Expansion/Improvement priorities	9	1	0	February	
Task 5		6.3.2. Land use, walkability, TOD policies	4	0	0	February	
Task 5		6.3.3. Service Standards and Performance Measures	9	1	3	February	
Task 3	Service Analysis and Recommendations	6.4. Draft Schedules for Fixed Route(s)	8	0		February	
Task 4	Capital Needs Assessment	6.5. Capital Needs Assessment	15	0	2	February	
Task 6	Potential Funding Sources	6.6. Future Funding Sources	12	0	4	February	
Task 7	Draft document	6.7. Draft TMP	48	4	0	March	Big plan to review.
Task 7	Final Transit Master Plan Document	6.8. Final TMP	14	0	0	April	

Canby TMP Cost Proposal	JWA			AMMA			MCC			
	Labor Subtotal	Labor Cost	Direct Costs	Labor Subtotal	Labor Cost	Direct Costs	Labor Subtotal	Labor Cost	Direct Costs	Task Subtotals
1. Work Plan Development										
1.1. Project Scope and Work Plan	2	$ 210		0	$ -		6	$ 805		
1.2. Coordination Calls (8)	8	$ 840		0	$ -		8	$ 840		
1.3. Public Involvement Plan and Early Outreach	1	$ 105		0	$ -		12	$ 1,205		
1. Work Plan subtotals	*11*	*$ 1,155*	*$ -*	*0*	*$ -*	*$ -*	*26*	*$ 2,850*	*$ -*	*$ 4,005*
2. Kickoff										
2.1. Project Kickoff Meeting	8	$ 780	$ 24	2	$ 260		4	$ 420	$ 24	
2.2. Field Work and Interviews	10	$ 930	$ 24	0	$ -		0	$ -		
2. Kickoff subtotals	*18*	*$ 1,710*	*$ 48*	*2*	*$ 260*	*$ -*	*4*	*$ 420*	*$ 24*	*$ 2,462*
3 Data Organization										
3.1. Organization of agency data	10	$ 930		0	$ -		0	$ -		
3.2. Analysis of agency data	18	$ 1,650		0	$ -		0	$ -		
3. Data Organization subtotals	*28*	*$ 2,580*	*$ -*	*0*	*$ -*	*$ -*	*0*	*$ -*	*$ -*	*$ 2,580*
4. Choices Report and Future Alternatives										
4.1. Maps	14	$ 1,290		0	$ -		0	$ -		
4.2. Charts	8	$ 750		0	$ -		0	$ -		
4.3. Transit Performance Analysis	16	$ 1,470		0	$ -		0	$ -		
4.5. Network Structure Analysis	14	$ 1,290		0	$ -		0	$ -		
4.6. DAR Existing Conditions	6	$ 570		16	$ 1,606		0	$ -		
6.1. Retreat prep	23	$ 2,260		1	$ 130		0	$ -		
6.2. Core Design Retreat (1 Day)	18	$ 3,195	$ 24	10	$ 1,300	$ 615	0	$ -		
6.3. Draft Future Alternatives (2)	19	$ 1,755		0	$ -		0	$ -		
6.3.1 Talk with neighboring providers	6	$ 920	$ 24	0	$ -		0	$ -		
6.4. Performance Analysis	11	$ 1,005		4	$ 362		0	$ -		
4.7. Draft Report	40	$ 3,950		0	$ -		4	$ 565	$ 500	
4.8. Final Report	8	$ 750		0	$ -		0	$ -		
4. Choices Report and Alternatives subtotals	*183*	*$ 19,205*	*$ 48*	*31*	*$ 3,398*	*$ 615*	*4*	*$ 565*	*$ 500*	*$ 24,331*
5. Public and Stakeholder Engagement										
5.1. Stakeholder workshop recruiting	4	$ 390		0	$ -		16	$ 1,565		
5.2. Public Survey(s)	11	$ 1,035		1	$ 130		6	$ 580	$ 500	
5.3. Stakeholder Workshop Prep	20	$ 2,005		3	$ 311		5	$ 595		
5.4. Stakeholder Workshop	14	$ 1,365	$ 24	0	$ -		14	$ 1,470	$ 2,749	
5.5. Council Presentation	7	$ 850	$ 24	0	$ -		0	$ -		
5. Public and Stakeholder Engagement subtotals	*56*	*$ 5,645*	*$ 48*	*4*	*$ 441*	*$ -*	*19*	*$ 4,210*	*$ 3,249*	*$ 13,593*
6. Draft and Final Plan										
6.1. Transit Network and Service Recommendations	29	$ 2,890		3	$ 311		0	$ -		
6.2. Performance Analysis	11	$ 1,005		4	$ 362		0	$ -		
6.3. Recommended Policies	0	$ -		0	$ -		0	$ -		
6.3.1. Expansion/Improvement priorities	9	$ 1,030		0	$ -		1	$ 175		
6.3.2. Land use, walkability, TOD policies	4	$ 390		0	$ -		0	$ -		
6.3.3. Service Standards and Performance Measures	9	$ 1,030		3	$ 311		1	$ 175		
6.4. Draft Schedules for Fixed Route(s)	8	$ 1,070					0	$ -		
6.5. Capital Needs Assessment	15	$ 1,540		2	$ 260		0	$ -		
6.6. Future Funding Sources	12	$ 1,140		4	$ 441		0	$ -		
6.7. Draft TMP	48	$ 5,140		0	$ -		4	$ 610		
6.8. Final TMP	14	$ 1,290		0	$ -		0	$ -		
6. Draft and Final Plan subtotals	*159*	*$ 16,525*	*$ -*	*16*	*$ 1,685*	*$ -*	*6*	*$ 960*	*$ -*	*$ 19,170*
Subtotals for all Tasks	**455**	**$ 46,820**	**$ 144**	**53**	**$ 5,784**	**$ 615**	**81**	**$ 9,005**	**$ 3,773**	**$ 66,141**

Exhibit B: Federal Transit Administration Required Terms and Conditions

No Obligation by the Federal Government

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Termination

1. **Termination for Convenience (General Provision).** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

2. **Termination for Default [Breach or Cause] (General Provision)**. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

   If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3. **Opportunity to Cure (General Provision).** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

   If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. **Waiver of Remedies for any Breach**. In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

5. **Termination for Convenience (Professional or Transit Service Contracts).** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's

interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6. **Termination for Default (Supplies and Service).** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

   If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

7. **Termination for Default (Transportation Services).** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

   If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

8. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

9. **Termination for Default (Construction).** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

   The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

   a. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:

acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

b. The contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

   If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

10. **Termination for Convenience or Default (Architect and Engineering).** The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

    If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

    If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

    If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

11. **Termination for Convenience of Default (Cost-Type Contracts)**. The (Recipient) may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

    If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Civil Rights

The following requirements apply to the underlying contract:

1. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Equal Employment Opportunity**. The following equal employment opportunity requirements apply to the underlying contract:

   Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

   b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprise

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall, race-neutral goal for DBE participation is 8%. A separate contract goal has not been established for this procurement.

2. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as {insert agency name} deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

3. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by {insert agency name}. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in

addition to remedies available to {insert agency name}, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Rights in Data

The following requirements apply to each contract involving experimental, developmental or research work:

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

    a. Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

    b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

        (1) Any subject data developed under that contract, whether or not a copyright has been obtained; and

        (2) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

    c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits

resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

d. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
f. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.
g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (*i.e.* , a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Patent Rights

The following requirements apply to each contract involving experimental, developmental, or research work:

1. *General* - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ORDINANCE NO. 1448

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CANBY EXCAVATING, INC. IN THE AMOUNT OF $482,400.00 FOR NW TERRITORIAL ROAD STREET AND SANITARY SEWER IMPROVEMENTS; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore advertised and received four (4) bids for the NW Territorial Road Street and Sanitary Sewer Improvements project; and

WHEREAS, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on July 27, 2016; and

WHEREAS, bids were received and opened on August 11, 2016 at 2:00 pm in the City Hall Conference Room of the City of Canby and the bids were read aloud: and

WHEREAS, the bidders are as listed below and a detailed tabulation of all items is attached herein and summarized as follows:

1	Canby Excavating, Inc.	$482,400.00
2	MAG, LLC	$560,659.40
3	Dirt & Aggregate Interchange	$617,777.00
4	Kodiak Pacific Construction	$671,671.00

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, September 7, 2016, and considered the bids and reports and recommendations of the City staff, including the staff recommendation that the low responsive bid be selected; and

WHEREAS, the Canby City Council determined that the low responsive bid was that of Canby Excavating, 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 Canby Excavating, Inc. for NW Territorial Road Street and Sanitary Sewer Improvements, in the amount of $482,400.00. A copy of the Contract for Construction with Canby Excavating, Inc. is attached hereto and by this reference incorporated herein.

2nd Reading

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, September 7, 2016; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, September 21, 2016, after the hour of 7:30 p.m. at the Council Meeting Chambers located at 155 NW 2nd Avenue, 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 21st day of September, 2016, by the following vote:

YEAS_____ NAYS_____

_____
Brian Hodson, Mayor

ATTEST:

_____
Kimberly Scheafer, MMC
City Recorder

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2016 by and between

CITY OF CANBY
(hereinafter called OWNER) and

CANBY EXCAVATING, INC.
(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents:

City of Canby
NW Territorial Road
Street & Sanitary Sewer Improvements

The scope of work consists of approximately 650 lineal foot, 20-foot width half street improvements to include curbs, 6-foot wide sidewalks, street lights, excavation, paving, storm drain and sanitary sewer.

ARTICLE 2 - ENGINEER

The Project has been designed by CURRAN-McLEOD, INC., Consulting Engineers, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.1 The Work will be substantially completed within **90** calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **30** days after the date when the issuance of the Certificate of Substantial Completion including punch list items.

3.2 Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER or the OWNER may withhold from amounts due the CONTRACTOR Four Hundred Dollars ($400.00) for each day that expires after the time specified in paragraph 3.1. for Substantial Completion until the Work is substantially complete AND/OR for each day of delay beyond the deadline for Final Completion.

ARTICLE 4 - CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds by check, an amount totaling

Four Hundred Eighty-Two Thousand Four Hundred and 00/100---------- Dollars

($482,400.00) as shown on the bid proposal.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 2.03 of the General Conditions.

5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to:

(a) 95 % of the Work completed; and

(b) 95 % of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the value of the Contract Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 15.01 of the General Conditions.

5.2 Final Payment: Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the value of the Contract Work completed, as recommended by ENGINEER as provided in said paragraph 15.06.

ARTICLE 6 - INTEREST

All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project, when requested in accordance with ORS 279C.570

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2 CONTRACTOR has visited and explored the site soil conditions or if attached studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 CONTRACTOR has visited and explored the site soil conditions, made or caused to be made if attached examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has conversed with the ENGINEER regarding the site soil conditions or correlated if attached the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8 - CONTRACT DOCUMENTS

8.1 This Agreement

8.2 Exhibits to this Agreement.

8.3 Performance and other Bonds

8.4 Notice of Award.

8.5 General Conditions of the Construction Contract

8.6 Supplementary Conditions

8.7 Technical Specifications as listed in the Table of Contents.

8.8 Drawings bearing the following general title:

City of Canby
NW Territorial Road
Street & Sanitary Sewer Improvements

8.9 Addenda numbers 1 & 2 .

8.10 CONTRACTOR'S Bid

8.11 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this ARTICLE 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Article 1 of the General Conditions).

ARTICLE 9 - MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically by without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 In the event a suit, arbitration or other legal action is required by either the OWNER or the CONTRACTOR to enforce any provisions of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorney's fees upon trial or subsequent appeal.

IN WITNESS WHEREOF, the parties hereto have signed three counterparts of this Agreement.

This Agreement will be effective on _____, 2016.

OWNER:

CITY OF CANBY
182 N Holly Street
P.O. Box 930
Canby, OR 97013

By:_____

Name/Title:_____

CONTRACTOR:

CANBY EXCAVATING, INC.
P.O. Box 848
Canby, OR 97013

By:_____

Name/Title:_____

Attest:_____

Address for giving notices:

_____

_____

City of Canby
NW Territorial Road Street and Sanitary Sewer Improvements
Bid Date: Thursday, August 11, 2016, @ 2 PM

BID TABULATION				1 Canby Excavating	2 MAG, LLC	3 Dirt & Aggregate Interchange	4 Kodiak Pacific Construction
Basic Bid Items:		Units		Unit / Total	Unit / Total	Unit / Total	Unit / Total
A. Site Preparation & Restoration							
A.1	Mobilization	1	LS	$ 38,403.00	$ 39,000.00	$ 64,370.00	$ 81,841.00
				$ 38,403.00	$ 39,000.00	$ 64,370.00	$ 81,841.00
A.2	Temporary Protection & Direction of Traffic, Temporary Signing	1	LS	$ 6,000.00	$ 7,600.00	$ 10,000.00	$ 21,558.00
				$ 6,000.00	$ 7,600.00	$ 10,000.00	$ 21,558.00
A.3	Erosion & Sediment Control	1	LS	$ 1,600.00	$ 1,800.00	$ 4,500.00	$ 4,223.00
				$ 1,600.00	$ 1,800.00	$ 4,500.00	$ 4,223.00
A.4	Clearing & Grubbing, Tree Removal, Landscape Removal and Replacement, and Site Restoration (Excepting Tax Lot 817)	1	LS	$ 12,000.00	$ 6,800.00	$ 7,000.00	$ 4,141.00
				$ 12,000.00	$ 6,800.00	$ 7,000.00	$ 4,141.00
A.5	Tax Lot 817 Clearing, Grubbing, Tree Removal, Retaining Wall Relocation, Irrigation Replacement, New Fence, Gate (Installation Only), and landscaping, including $400 allowance	1	LS	$ 18,000.00	$ 8,300.00	$ 16,800.00	$ 33,711.00
				$ 18,000.00	$ 8,300.00	$ 16,800.00	$ 33,711.00
A.6	Common Excavation	400	CY	$ 24.00	$ 44.10	$ 40.00	$ 65.08
				$ 9,600.00	$ 17,640.00	$ 16,000.00	$ 26,032.00
A.7	Subgrade/ Trench Stabilization	25	CY	$ 45.00	$ 88.00	$ 100.00	$ 277.00
				$ 1,125.00	$ 2,200.00	$ 2,500.00	$ 6,925.00
A.8	Sawcut Asphalt/ Concrete Pavement (up to 6" Depth)	2000	LF	$ 1.00	$ 2.40	$ 3.50	$ 1.07
				$ 2,000.00	$ 4,800.00	$ 7,000.00	$ 2,140.00
	Subtotal Site Preparation & Restoration			$ 88,728.00	$ 88,140.00	$ 128,170.00	$ 180,571.00
Basic Bid Items:		Units		Unit / Total	Unit / Total	Unit / Total	Unit / Total
B. Paving & Surfacing							
B.1	1"-0" Crushed Rock Base (12" deep)	1482	SY	$ 17.00	$ 18.95	$ 15.50	$ 28.50
				$ 25,194.00	$ 28,083.90	$ 22,971.00	$ 42,237.00
B.2	Standard Concrete Type 'C' Curb including Excavation and 6" Leveling Rock	743	LF	$ 26.00	$ 29.00	$ 27.00	$ 27.50
				$ 19,318.00	$ 21,547.00	$ 20,061.00	$ 20,432.50
B.3	6" Concrete Driveway including Excavation and 4" Leveling Rock	90	SY	$ 100.00	$ 144.25	$ 89.00	$ 96.15
				$ 9,000.00	$ 12,982.50	$ 8,010.00	$ 8,653.50
B.4	4" Concrete Sidewalk or Driveway including Excavation and 2" Leveling Rock	398	SY	$ 70.00	$ 80.50	$ 59.50	$ 68.00
				$ 27,860.00	$ 32,039.00	$ 23,681.00	$ 27,064.00
B.5	Detectable Warning Tile (ADA Ramp 2'x4')	2	Ea.	$ 250.00	$ 317.00	$ 295.00	$ 254.50
				$ 500.00	$ 634.00	$ 590.00	$ 509.00
B.6	Asphalt Driveway Restoration including Excavation, 2" of HMAC and 6" Base Rock	40	SY	$ 55.00	$ 22.25	$ 112.50	$ 80.55
				$ 2,200.00	$ 890.00	$ 4,500.00	$ 3,222.00
B.7	½" Dense Mix AC Pavement, Level III	450	Tons	$ 75.00	$ 113.00	$ 108.10	$ 76.50
				$ 33,750.00	$ 50,850.00	$ 48,645.00	$ 34,425.00
B.8	2'x9' Thermoplastic Continental Cross Bars or 12" wide Stop Bars	100	SF	$ 40.00	$ 86.25	$ 53.10	$ 47.72
				$ 4,000.00	$ 8,625.00	$ 5,310.00	$ 4,772.00
B.9	Pavement Grinding at new AC connection to the existing, three locations	1	LS	$ 4,800.00	$ 5,800.00	$ 7,400.00	$ 22,966.00
				$ 4,800.00	$ 5,800.00	$ 7,400.00	$ 22,966.00
B.10	Speed Humps on North Birch Street	5	Ea.	$ 5,200.00	$ 3,500.00	$ 4,543.00	$ 3,952.00
				$ 26,000.00	$ 17,500.00	$ 22,715.00	$ 19,760.00
	Subtotal Paving & Surfacing			$ 152,622.00	$ 178,951.40	$ 163,883.00	$ 184,041.00

BID TABULATION				Canby Excavating	MAG, LLC	Dirt & Aggregate Interchange	Kodiak Pacific Construction
Basic Bid Items:		Units		Unit / Total	Unit / Total	Unit / Total	Unit / Total
C. Storm Drain Improvements							
C.1	10" HDPE Pipe Including Excavation, Crushed Rock Pipe Zone and Native Backfill	100	LF	$ 87.00	$ 48.55	$ 68.00	$ 294.81
				$ 8,700.00	$ 4,855.00	$ 6,800.00	$ 29,481.00
C.2	Type G-2 Catch Basin	3	Ea.	$ 2,700.00	$ 2,152.00	$ 1,300.00	$ 2,844.00
				$ 8,100.00	$ 6,456.00	$ 3,900.00	$ 8,532.00
C.3	48" Diameter Sedimentation Manhole	3	Ea.	$ 6,100.00	$ 4,143.00	$ 4,600.00	$ 8,196.00
				$ 18,300.00	$ 12,429.00	$ 13,800.00	$ 24,588.00
C.4	48" Diameter Drywell (26' deep)	7	Ea.	$ 11,000.00	$ 18,500.00	$ 24,500.00	$ 13,289.00
				$ 77,000.00	$ 129,500.00	$ 171,500.00	$ 93,023.00
C.5	Connect to Exist. Drywell	5	Ea.	$ 2,300.00	$ 1,000.00	$ 1,500.00	$ 1,478.00
				$ 11,500.00	$ 5,000.00	$ 7,500.00	$ 7,390.00
C.6	10" HDPE	500	LF	$ 100.00	$ 105.00	$ 118.00	$ 61.90
				$ 50,000.00	$ 52,500.00	$ 59,000.00	$ 30,950.00
	Subtotal Storm Drain Improvements			$ 173,600.00	$ 210,740.00	$ 262,500.00	$ 193,964.00
Basic Bid Items		Units		Unit / Total	Unit / Total	Unit / Total	Unit / Total
D. Sanitary Sewer							
D.1	10" PVC Pipe Including Trench Excavation, Crushed Rock Pipe Zone and Native Backfill	430	LF	$ 65.00	$ 62.10	$ 64.00	$ 69.00
				$ 27,950.00	$ 26,703.00	$ 27,520.00	$ 29,670.00
D.2	8" PVC Pipe Including Trench Excavation, Crushed Rock Pipe Zone and Native Backfill	40	LF	$ 105.00	$ 60.00	$ 55.00	$ 128.00
				$ 4,200.00	$ 2,400.00	$ 2,200.00	$ 5,120.00
D.3	6" PVC Pipe Including Trench Excavation, Crushed Rock Pipe Zone and Native Backfill, & 6" Cleanout	2	Ea.	$ 4,000.00	$ 2,600.00	$ 3,752.00	$ 4,208.00
				$ 8,000.00	$ 5,200.00	$ 7,504.00	$ 8,416.00
D.4	Remove Existing Cleanout & Connect	1	Ea.	$ 1,100.00	$ 300.00	$ 500.00	$ 1,311.00
				$ 1,100.00	$ 300.00	$ 500.00	$ 1,311.00
D.5	Remove Existing Manhole & Dispose	1	Ea.	$ 1,200.00	$ 1,200.00	$ 1,000.00	$ 1,846.00
				$ 1,200.00	$ 1,200.00	$ 1,000.00	$ 1,846.00
D.6	48" Diameter Standard Manhole, Sta 7+03	1	Ea.	$ 4,200.00	$ 4,900.00	$ 3,000.00	$ 10,414.00
				$ 4,200.00	$ 4,900.00	$ 3,000.00	$ 10,414.00
D.7	48" Diameter Inside Drop MH, Sta 2+05	1	Ea.	$ 5,500.00	$ 6,350.00	$ 3,800.00	$ 10,631.00
				$ 5,500.00	$ 6,350.00	$ 3,800.00	$ 10,631.00
	Subtotal Sanitary Sewer			$ 52,150.00	$ 47,053.00	$ 45,524.00	$ 67,408.00
Basic Bid Items		Units		Unit / Total	Unit / Total	Unit / Total	Unit / Total
E. Utility Construction							
E.1	Trench Excavation Including Material Disposal and Crushed Rock Backfill	550	LF	$ 22.00	$ 62.50	$ 30.00	$ 46.50
				$ 12,100.00	$ 34,375.00	$ 16,500.00	$ 25,575.00
E.2	Excavate, Material Disposal and Rock Backfill For Street Light Poles Including Setting Junction Boxes (#1324) to Grade	4	Ea.	$ 800.00	$ 350.00	$ 300.00	$ 5,028.00
				$ 3,200.00	$ 1,400.00	$ 1,200.00	$ 20,112.00
	Subtotal Utility Construction			**$ 15,300.00**	**$ 35,775.00**	**$ 17,700.00**	**$ 45,687.00**
	TOTAL BASIC BID			**$ 482,400.00**	**$ 560,659.40**	**$ 617,777.00**	**$ 671,671.00**

CURRAN-McLEOD, INC. , Consulting Engineers

City of Canby Bi-Monthly Report
Department: Administration
For Months of: July & August 2016

To: The Honorable Mayor Hodson & City Council
From: Kim Scheafer, MMC, City Recorder
Compiled by: Erin Burckhard, Office Specialist II
Through: Rick Robinson, City Administrator
Date: September 26, 2016

---

1. **Business Licenses**:
   Fifty (50) new business licenses were issued during the months of July and August 2016. This compares to 78 new licenses issued during July and August 2015. Thirty-nine (39) business licenses were inactivated during the months of July and August 2016. This compares to 32 inactivated during the same period in 2015. Two-hundred thirty-two (232) business license renewals were sent out, compared to 182 in 2015. The total number businesses licensed with the City of Canby is 1,451 (1,319 this time in 2015) of which 682 have Canby addresses (652 this time last year).

2. **Cemetery:**
   Total property purchases recorded: July - 5 August - 6
   Total interments recorded: July - 9 August - 7

3. **Public Records Requests:**
   No Public Records Requests was processed during July and August.

4. **Training/Meetings:**
   Kim Scheafer attended the following:
   - OAMR Records Management Meeting
   - Finance Director Interviews
   - Helped with Canby Independence Day Celebration activities

   Kim Scheafer and Erin Burckhard attended the Benefits Fair and a Front Desk Safety Course

5. **Special Animal Permits:**
   One Special Animal Permit was issued in July and August.

6. **Sidewalk/Park Vending Permit:**
   No Sidewalk/Park Vending Permits were issued in July and August.

7. **Liquor License Applications Processed:**
   No liquor license applications were received.

8. **2016 General Election:**
   Notices of Measure Election were filed with Clackamas County Election on July 22 for the following:
   - Measure 3-482 – Renewal of Five-Year Local Option Levy for Swim Center Operations
   - Measure 3-483 – Removing a Citywide Ban on Marijuana Business in Canby
   - Measure 3-484 – Imposes City Tax on Marijuana Retailer's Sale of Marijuana Items

   Paperwork was received from five candidates to run for the three upcoming Council seats and one for the Mayor's seat. Canby's Certified List of Candidates was submitted to Clackamas County Elections on August 25.

City of Canby Bi-Monthly Report
Department: Court
July/August 2016

To: The Honorable Mayor Hodson and City Council
From: Melody Thompson, Administrative Court Supervisor
Through: Rick Robinson, City Administrator
Date: September 7, 2016

Monthly Statistics	July	August
Misdemeanors		
Cases Filed	12	17
Cases Closed	17	18
Warrants Issued	12	25
Traffic Crimes	4	3
Traffic Violations		
Offenses Filed	194	280
Cases/Citations Filed	162	226
Cases/Citations Closed	225	328
Parking Citations Filed	3	14
Parking Citations Closed	5	17
Case Detail		
Diversion	18	28
Dismissal	56	76
Sentenced	57	92
Trials		
Bench (Judge)	0	0
Jury	0	0
Citations Handled by Violations Bureau	91	102
Defendant Accounts referred to Collections	42	90
Fines & Surcharges Collected	$34,635	$54,370

Canby Municipal Court has jurisdiction over all city and state law offenses committed within city limits other than felonies. These include: violations, traffic crimes, misdemeanors and City code violations. *Note:* *Statistic category terms outlined on page 2*

Current projects:

- Clerks are currently submitting defendant judgements directly to Oregon State Police Criminal Unit instead of the older mailed paper judgement. OSP staff is monitoring for accuracy but the project seems to be working well. This will allow criminal justice agencies to have weekly information regarding a defendant's criminal history.
- e-DMV project – another efficiency to allow clerks to upload traffic violation court results directly into DMV records – this is pending DMV readiness.

Court Programs Authorized by Judge Rod Grafe referred to in statistics:

1. Charges Filed vs. Cases Filed: Multiple charges can be filed on any one defendant from a single traffic stop or arrest. Charges filed reflects this number. Cases filed (also called docket numbers) refers to the identifying database number given to a single defendant's matter before the court.

2. Violations Bureau – Under the Judge's authority, court clerks can accept pleas on a traffic violation, offer a deferred sentence program (if qualified) and set a payment plan. For those charged with a crime a court appearance before the judge is mandatory. Fix it ticket activity will be included in this statistic.

3. Diversion/Deferred Sentence Programs – For violations, defendants are offered the option of participating in an informative driving education course for a fee to the court. If there are no convictions during the following two months, the case will be dismissed.

   Current programs include:
   - Good Drivers Program (no prior traffic convictions in the last five years)
   - Distracted Driver Program (no prior cell phone citation convictions in the last five years
   - 1st Offender – Traffic violation (if under the age of 18)
   - 1st Offender - Minor in Possession of Alcohol citation

TO: ***Honorable Mayor Hodson and City Council***
FROM: ***Renate Mengelberg, Economic Development Director.***
THROUGH: ***Rick Robinson, City Administrator***

RE: CITY COUNCIL BI-MONTHLY REPORT July – August 2016

Economic Development Updates:
The following projects are funded through Urban Renewal.

Business Recruitment: Staff submitted proposals or connected with the following leads:

Active leads include:

- **Project Borealis:** This high tech company is in the process of securing financing for a 350,000 square foot facility that could create 200-250 jobs. Canby is at the top of their list of sites. All indicators are positive so far.

- **Project Blue Ice Update:** The Company continues to work through final details in their plans for a $40 million, 400,000 square foot building. The city would extend 4th Avenue to provide needed road and infrastructure access. A location decision has been delayed but is expected this fall.

- **Premier Gear –** This manufacturing firm plans to close on the purchase of Canby Urban Renewal property late this year. The company plans to construct a build-to-suit, 60,000 square foot building for a Portland based metals manufacturer on the site. The well has been decommissioned.

Development/Redevelopment:

- **Downtown Mixed Use Development Project Due Diligence:** A mixed use development that includes ground floor retail space and three stories of studio and one bedroom higher end apartments has begun the design review and preconstruction application phase. A draft Development and Disposition Agreement cementing deal terms is being reviewed for Urban Renewal District approval October 19th. A $60,000 grant request to fund brownfields and asbestos/lead paint assessment and clean-up has been submitted to Business Oregon.

Other

- **Quiet Zone:** ODOT will assist in developing engineering drawings for the N. Elm Street intersection with 99E so it can accommodate trucks after a concrete center median has been installed. ODOT will also support an Immediate Opportunity Grant request to help fund the improvement that is critical for Quiet Zone approval by Union Pacific Railroad.

Main Street Updates

The following projects are funded through Urban Renewal.

Promotion

- **Canby Independence Day Celebration** – The Celebration was held on Monday, July 4th in downtown Canby. Thousands of Canby citizens and visitors attended this long-standing event that brought back many of the beloved activities and some new additions and changes. The parade kicked off at 9:30am with a new route to showcase beautiful NW 1st Avenue. Food, beverage, and arts & crafts vendors lined Wait Park, which served as the heart of the event. This year, bouncy houses, an arcade game truck, and a beer garden helped to give attendees additional reasons to stay. The beer garden was held on NW 2nd Avenue, and featured live music, a food and beer/wine vendor, and seating. The Car Show featured an array of classic cars along Grant Avenue and NW 5th. Additional activities included the Friends of the Library book sale, Canby Historical Society pancake breakfast, Boy Scout's Kiddie Korner, and the Fire District's obstacle course and night-time fireworks display. The event will continue to evolve throughout the years. It would not have been possible without the dedication from community volunteers, sponsors, and the positive nature of everyone involved.

Organization

- **Oregon Main Street Meeting –** On July 12th, the statewide meeting held in Oregon City explored the future of the 10 year old Oregon Main Street Program, and created a strategic plan. The plan looks at the work that has been completed as well as what the future holds.

- **Historic Review Board –** The Historic Review Board completed its work with Tama Tochihara, from Eugene on eight Intensive Level Surveys. Chosen sites for survey were: Wells Fargo, Wait Park, Dahlia Theater, the building that houses the Bike Shop and Canby Trophy, and lastly, the building that houses Salon L and Ladybug Chocolates. Three properties were added when the National Register Nomination for the Canby Depot was determined to not be a viable project under the Certified Local Government Grant. The additional three sites are the Canby Depot, Bair House, and the Deadman Property which is

currently houses Mattress World. These buildings represent several time periods and showcase different aspects of Canby's history. The Historic Review Board's Reconnaissance Level Survey also came to a close at the end of August. Libby Provost completed this work in South Canby as part of the City's Certified Local Government Grant.

- **Baker Prairie Cemetery Rehabilitation Project** – Baker Prairie Cemetery was awarded a Historic Cemetery Grant. This project will repair 26 markers, clean 30 markers, and train up to 10 volunteers to continue work for the Baker Prairie Cemetery. The project was brought to light from a descendent of the Lee family with concern of safety as the cemetery has several broken headstones. A re-dedication event is planned in conjunction with the completed work. The Historic Review Board has met with the Bike & Ped committee to discuss including a cycling component as both historic cemeteries and cycling creates a great deal of tourism in this region.

Heritage Trail Unveiling – On Friday, August 3rd, the City's Historic Review Board unveiled its first heritage trail named "Exploring Community Connections". This heritage trail featured plaques on ten sites, beginning at Wait Park. It was made possible through two grants – the Community Partnership Program grant and the Certified Local Government Grant. It was unveiled in conjunction with First Friday in order to connect with locals who could attend both.

Design

- **Canby Façade Improvement Program -** The City of Canby received a façade application from Loren Bell for his property at 358 NW 1st Avenue. After reviewing the plans with the economic development director and the planning director, Loren and Jen Bell addressed the council on August 3rd. The application include work to both the front of the building on NW 1st, but also for the rear, which is prominently seen from NW 2nd Avenue. Their application was approved and work began immediately.

Bi-Monthly Finance Department Report

To: Mayor Brian Hodson & City Council Members
From: Julie Blums, Finance Director
Through: Rick Robinson, City Administrator
Covering: July & August 2016
Compiled by: Suzan Duffy

In addition to providing services and responding to inquiries from both internal and external customers, and performing the tasks listed statistically on the last page, the Finance Department reports the following items of interest this period.

- The **2016-2017 Budget** document was finalized and posted to the City's website. Hard copies were made available to the Library and City Hall to provide another option for citizen review.

- A **supplemental budget for 2016-2017** was adopted in August to make adjustments in areas where spending that was expected to be completed before the year end was not, to recognize unbudgeted Library donations, and increase appropriations for workers compensation costs in all funds that came in higher than estimated. Another supplemental budget addressing additional Library and Project donations will be forthcoming.

- **Quarterly financial reports** were annotated and provided with the Bi-Monthly reports for May-June by the outgoing Finance Director. Bank account and other signature authorizations were updated due to this change.

- The **new Finance Director Julie Blums** was able to meet Finance staff and spend a little time in the department at the end of August. Finance staff appreciate the effort made to fill the position as quickly as possible as well as to provide coverage of the Utility Customer Service desk during this time of transition.

- Year-end revenue and expense **accruals** were processed in July and August in the first step of wrapping up the prior fiscal year. The **auditors** were here for their preliminary visit in August. Requested reports and documents were provided to them that primarily address internal controls. A preliminary Schedule of Expenditures of Federal Awards (SEFA) was also provided. We are required to have a single audit due to receipt of over $750,000 in Federal funds

for FY15-16. Transit grants were selected for review by the auditors. Final audit is scheduled for November.

- 122 of the 308 pre-collection notifications for June 2016 **non-filed Transit taxes** remain outstanding. These accounts were turned over to collections in August. An additional 110 pre-collections notifications were issued for non-filed accounts that were due in July. Finance and Administration staff are working on ways to improve the business license application to help facilitate the set up process for Transit accounts.

- 73 notices were issued to property owners with severely **delinquent sewer accounts**, 50 accounts totaling over $57,000 remain outstanding and have been turned over to the County Assessor for inclusion on the property tax statements.

- **Sewer rates** did not change for FY16-17. Commercial customer bills were updated to reflect the annual winter water consumption average. The winter average is provided by Canby Utility. Per City policy the reduced sewer rate eligibility criteria was adjusted based on HUD standards.

- COLA and budget appropriations were updated in the Finance system effective July 1st. Health benefits changes were updated in August.

- Blanket purchase orders for the new fiscal year were approved and set up. Prior year encumbrance balances were analyzed and closed out when applicable.

- In preparation for the move to the new Civic Building staff spent time on records retention for the prior year.

- Finance staff participated in the following meetings, trainings and events this period:
    - Caselle User Group meeting
    - Employee Benefits Fair
    - Safety Meeting
    - Front Desk Safety and Security training
    - Walk-through of new building
    - Employee Barbecue

Statistics this period:

- **Accounts Payable**

Invoices:	642
Invoice entries:	890
Encumbrances:	64
Manual checks:	18
Total checks:	406

- **Payroll**

Timesheets processed:	476
Total checks and vouchers:	550
New hires/separations:	4/2

- **Transit Tax Collection**

Forms sent:	25
Penalty & Int. notices sent:	14
Pre-collection notices sent:	110
Accounts sent to collections:	122
Accounts opened/closed:	53/42
Returns posted:	943

- **Utility Billing**

Bills sent:	9,361
Counter payments:	264
Accounts opened and closed:	192
Lien payoffs:	5
Lien payoff inquiries:	47
Collection notices sent:	13
Accounts sent to collections:	1

- **General Ledger**

Total Journal entries:	414

- **Cash Receipts Processed**

Finance:	1,269
Utility:	496

CANBY PUBLIC LIBRARY
BI-MONTHLY STAFF REPORT
July - August 2016

TO: Honorable Mayor Hodson and City Council

FROM: Irene Green, Library Director

THROUGH: Rick Robinson, City Administrator

DATE: 9/8/16

Information Statistics

	July	Aug	Sept	Oct	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	Total
Reference	294	365											659
Operational	177	294											471
Computer Help	133	166											299
Reader's Advisory	27	31											58
Computer Guest Passes	8	34											42
Job/resume Help	1	3											4
E-Book Help	7	7											14
Help In Spanish	24	48											72
Email Questions	1	2											3
Website Visits	2,958	3,113											6,071

Reference: Informational questions, placing holds
Operational: Addressing directional/operational questions (what time do you close, where's the…)

Readers Advisory: Recommending books, movies, music
E-Book Help: Instruction on downloading E-books
Computer: Instruction/assistance

(Canby Service Population = 23,692)

	July	Aug	Sept	Oct	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	Total
Total Registered Borrowers	11,886	11,912											11,912
New Library Cards	100	70											170
Number of Materials Owned	61,908	62,050											62,050
Circulation	25,125	30,056											30,056
People Counter	11,985	9,704											21,689
Materials Added	552	1,171											1,723
Holds Placed	6,392	6,075											12,467
Self-Check	33.6%	47.6%											
Public Internet Sessions	933	982											1,915
Facebook Likes	552	559											559
Volunteer Hours	211	189.75											400.75

Programming:

	ATTENDANCE			TYPE OF PROGRAM			
	Adults	Teen	Children	Adult	Teen	Children's	Family
July	368	67	1614	15	4	18	11
August	233	41	210	14	3	3	10

Summer Reading Program:

- *"On Your Mark, Get Set, Read!"*
    - Adults -155 completed
    - Teens – 255 teens signed up – 68 finished (27%) total hours read 2830.36
    - Children- 839 signed up – 330 finishers (39%)

Library Operations:

- We now have commemorative library cards with a picture of the new library on them. The cost is $5.00. Proceeds go to our donation line item and the proceeds are planned to be used for something in either the teen or children's area of the new library that was not funded.
- Staff is planning the library's opening day celebration on October 15th. We have events planned from 10:00 a.m. until 4:00 p.m. Events planned are face painting for children, balloons, henna tattoos for teens, ongoing storytimes, an open craft table, music, tours, juggler Henrik Bothe, and storybook characters Clifford, Llama Llama, and Splat the Cat.
- We have been working on Conference/Meeting Room Policies. There has been quite a lot of interest in using the rooms. People are already asking to book the rooms.
- The Behavior Policy was updated. Thanks to Joe Lindsay for his help.
- We developed a Person in Charge procedure (PIC). This procedure will be used whenever the library director or library manager is not present or available. It is based on seniority in position.
- Irene is working on the Annual Public Library Statistical report that is required to be completed by Oregon Revised Statute 357.520 which requires each public library established under ORS 357.417 to make an annual report to the State Library on a form supplied by the State Library. The report is due October 1st 2016 and covers the fiscal year FY 15/16.
- Because of possible liability issues volunteers will no longer repair books for patrons or other libraries in Clackamas County. The only repairs will be done to books in the Canby Public Library collection.

RFID

- Lizzie and Lori are members of the LINCC RFID implementation committee. The committee is responsible for recommending tagging standards, determining hardware needs, planning in-house tagging logistics, and developing communication and training materials for LINCC staff and patrons. Meetings are scheduled every other week. The committee thus far has decided:
    - We will be going with Bibliotheca SelfCheck 1000
    - Only the Barcode, ISO Number and our OCLC lender number will be written on the tags.
    - All circulating items must be tagged

- Where the tags will be placed on various types of materials (CD, DVDs, Books, Magazines, etc.)
- Hardware needs

Network will be sending out a "Tagging Labor Estimates" spreadsheet to help each library determine staff hours needed to complete in-house tagging. Lizzie has been working on pairing up volunteers with staff. All of Canby's tagging will be done in-house.

- RFID Self-Checks:
  - Network is budgeting to supply a base number of self-checks to each library, including annual maintenance and upgrading hardware every 5 years. This was a decision voted on by the majority of library directors in exchange for picking up database costs. (Cooperation and Standardization Library District IGA Section 2.3)
- Security Gates:
  - Gates will not catch 100% of unchecked-out items. The gates read an average of 8 items per second. This means that for a book bag with 20 items passing through the gates, some will get read, and some will not.
  - Aside from the limitations in terms of number of items being read at a time, the security can be defeated by a savvy thief. They can remove the RFID tag, disable it (by cutting the circuits), wrap it in foil, etc.
  - Price estimate for the 5' security gates is $13,000 per set (compared to $8000 for a 3' set and $11,500 for the dual-lane 3' set). Additionally, shipping & handling is $275, there is an annual maintenance fee of about 10% of the purchase cost (approx. $1300), and we'd have to pay for installation. The 5' gate setup is strongly recommended in order to accommodate oversize wheelchairs and double strollers.
  - These are costs for just the hardware, which will consist of security gates that flash lights and sound an alarm if materials go through that aren't checked out. There's a separate software package available that would tell staff exactly which item triggered the alarm, which would be hugely helpful when we're dealing with two or more patrons who each have a large stack of materials. The licensing fee for that software is $5000 for all of LINCC (one-time cost).

Due to the costs and limited benefit, I am recommending that we <u>not</u> purchase security gates at this time.

<u>LDAC:</u>

- The Library District Advisory Committee met on August 22nd. The LINCC Director's Group Chair shared information gathered at LDAC's request from LINCC Library Directors about usage of Library District funds for capital purposes.
- Clackamas County staff also shared materials to orient LDAC members about the formation, funding, and governance of the Library District. Greg Williams presented "LDAC 101" to the members which included information on the Library District Formation, Library District Funding, District Library Operations and Library District Governance.

<u>Technology Updates:</u>

- We are still having problems with people using the back-up network on our Wi-Fi. 64% are using the back-up network. The problem is when using the back-up network they do not get the splash screen for our acceptable use policy. Valerie has contacted Canby Telcom and they are reviewing the access points in the new library with hopes that it will be resolved.

- We are also working with Canby Telcom to obtain wireless computer sessions for the fiscal year that is required for the Annual Public Library Statistical Report. Unfortunately they are unable to retrieve the data needed for the FY 15-16 state report.

Collections:

- We are creating several new areas in the collection.
    - An Oregon Heritage Collection – which will contain historical books pertaining to Oregon that are 10 years or older.
    - A Business section
    - A College/Career section
    - Christian Fiction
    - Blu-Rays
    - Lucky day Materials

Marketing/Outreach:

- We now have a quarterly newsletter that will be in collaboration with the Library, the Friends of the Library and the Foundation.
- We are working on an annual report to present to the public when we open the new library.

Training:

- We have been working on New Library Training for staff. Training will include "where's what" in the new library, duties of the reference and accounts desk, and the implementation and use of model reference behaviors.

Friends of the Library:

- Last day to drop off donations to the Friends at the library on Holly Street was August 31st.
- The Friends made $1,208.75 from books sales in the Book Garden in July and $1,339.70 in August.
- Future materials donations to the Friends will be limited to publications published within the last five years due to their limited space in the new library.

Library Foundation:

- The Foundation is planning a Canby Homegrown Film Fest on October 19th to raise funds for the library. It will be held at the cinema next to the new library. The Film Fest will be 80-90-minute mix of short films, webisode, documentaries and music videos. Stay tuned for more information.

Volunteers:

- Volunteers of the month for July were Jo Algiers and Michael O'Rear . Jo and Michael helped with the family crafternoons and storytimes.
- Volunteer of the month for August was Michael Vu. Michael filled in for the picklist for the month of July while the other volunteers were on vacation. He is also a great shelver!

Facilities:

- Thanks again to Mark Gunther who's fixed our toilet clogs yet again!!!
- We are cleaning out our storage area in order to prepare for the big move. We purchased containers for the area to help with organization of craft supplies.

July		ATTENDANCE			TYPE OF PROGRAM			
	Date	Adults	Teen	Children	Adult	Teen	Children's	Family
Storytimes								
Songs and Sillies Storytime (ages 2-6)	7/11/2016	8	0	10	0	0	1	0
Songs and Sillies Storytime (ages 2-6)	7/18/2016	7	0	8	0	0	1	0
Songs and Sillies Storytime (ages 2-6)	7/25/2016	8	0	10	0	0	1	0
Book Babies Storytime (ages 0-2)	7/6/2016	12	0	15	0	0	1	0
Book Babies Storytime (ages 0-2)	7/13/2016	4	0	7	0	0	1	0
Book Babies Storytime (ages 0-2)	7/20/2016	5	0	6	0	0	1	0
Book Babies Storytime (ages 0-2)	7/27/2016	1	0	1	0	0	1	0
SRP Anne Rutherford	7/1/2016	18	0	37	0	0	1	0
SRP Move like a mammoth	7/8/2016	26	0	66	0	0	1	0
SRP Mr Conrad's musicademy	7/15/2016	14	3	36	0	0	1	0
SRP Knights of Veritas	7/22/2016	40	0	85	0	0	1	0
SRP Traveling Lantern	7/29/2016	14	0	37	0	0	1	0
Spanish Storytime (for the whole family)	7/2/2016	1	0	1	0	0	0	1
Spanish Storytime (for the whole family)	7/9/2016	2	0	2	0	0	0	1
Spanish Storytime (for the whole family)	7/16/2016	1	0	1	0	0	0	1
Spanish Storytime (for the whole family)	7/23/2016	0	0	0	0	0	0	1
Spanish Storytime (for the whole family)	7/30/2016	3	0	1	0	0	0	1
Movie Nights								
Zootopia (English)	7/14/2016	3	3	4	0	0	0	1
HeavyWeights(Spanish)	7/21/2016	0	0	0	0	0	0	1
Teens								
Game Night	7/6/2016	0	15	0	0	1	0	0
Maker Night: Tape Painting	7/11/2016	0	14	0	0	1	0	0
Kenpo Self Defense	7/18/2016	1	0	0	0	1	0	0
Maker Night: Bleach Tees	7/25/2016	0	17	0	0	1	0	0
Book Clubs								
Book Group - (adults)	no mtg.in July	0	0	0	0	0	0	0
History Book Group (adults)	cancelled	0	0	0	0	0	0	0
Music in the Stacks								
	None in Summer							
General Programs								
Healthy Infant and toddler nutrition	7/12/2016	7	0	0	0	0	0	1
Introduction to Origami	7/19/2016	7	10	9	0	0	0	1
Legos at the Library	7/7/2016	6	0	16	0	0	1	0
WorkSource Oregon	7/9/2016	2	0	0	1	0	0	0
WorkSource Oregon	7/14/2016	4	0	0	1	0	0	0
Nuestros Abuelos	7/5/2016	2	0	0	1	0	0	0
Nuestros Abuelos	7/12/2016	4	0	0	1	0	0	0
Nuestros Abuelos	7/19/2016	3	0	0	1	0	0	0
Nuestros Abuelos	7/26/2016	6	0	0	1	0	0	0
SRP Crafternoon	7/6/2016	16	0	27	0	0	1	0
SRP Crafternoon	7/13/2016	13	0	26	0	0	1	0
SRP Crafternoon	7/20/2016	12	0	20	0	0	1	0
SRP Crafternoon	7/20/2016	3	0	12	0	0	1	0
Family Evening Intro to Kung Fu	7/28/2016	4	0	5	0	0	0	1
Instruction Classes								
Citizenship class	7/13/2016	22	0	0	1	0	0	0
Citizenship class	7/20/2016	23	0	0	1	0	0	0
Citizenship class	7/27/2016	22	0	0	1	0	0	0
E-Reader Help	ongoing	3	0	0	1	0	0	0
Knitting and Crocheting	7/1/2016	5	0	0	1	0	0	0
Knitting and Crocheting	7/8/2016	4	0	0	1	0	0	0
Knitting and Crocheting	7/15/2016	4	0	0	1	0	0	0
Knitting and Crocheting	7/22/2016	4	0	0	1	0	0	0
Knitting and Crocheting	7/29/2016	4	0	0	1	0	0	0
Outreach								
Saturday at the Park	7/30/2016	20	5	30	0	0	0	1
School Lunch Program - Knight School	Month of July	0	0	1,142	0	0	1	0
		368	67	1614	15	4	18	11

August		ATTENDANCE			TYPE OF PROGRAM			
	Date	Adults	Teen	Children	Adult	Teen	Children's	Family
Storytimes								
Granny Goose Storytime (ages 2-6)	8/1/2016	9	0	14	0	0	1	0
Granny Goose Storytime (ages 2-6)	8/8/2016	4	0	8	0	0	1	0
Granny Goose Storytime (ages 2-6)	8/15/2016	9	0	14	0	0	1	0
Granny Goose Storytime (ages 2-6)	8/22/2016	8	0	12	0	0	1	0
Granny Goose Storytime (ages 2-6)	8/29/2016	7	0	9	0	0	1	0
Book Babies Storytime (ages 0-2)	8/3/2016	11	0	13	0	0	1	0
Book Babies Storytime (ages 0-2)	8/10/2016	4	0	4	0	0	1	0
Book Babies Storytime (ages 0-2)	8/17/2016	5	0	12	0	0	1	0
Book Babies Storytime (ages 0-2)	8/24/2016	2	0	3	0	0	1	0
Book Babies Storytime (ages 0-2)	8/31/2016	4	0	3	0	0	1	0
Spanish Storytime (for the whole family)	8/6/2016	1	0	1	0	0	0	1
Spanish Storytime (for the whole family)	8/13/2016	0	0	0	0	0	0	1
Spanish Storytime (for the whole family)	8/20/2016	1	0	1	0	0	0	1
Spanish Storytime (for the whole family)	8/27/2016	0	0	0	0	0	0	1
Movie Nights								
The Angry Birds Movie (English)	8/25/2016	3	0	5	0	0	0	1
Ratchet & Clank	8/18/2016	3	0	5	0	0	0	1
Teens								
Chocolate Olympics	8/1/2016	2	19	0	0	1	0	0
Anime Night	8/15/2016	0	21	0	0	1	0	0
Book Clubs								
History Book Group	8/24/2016	6	0	0	1	0	0	0
General Programs								
SRP The Reptile Man	8/5/2016	85	0	164	0	0	1	0
SRP Crafternoon	8/3/2016	12	0	20	0	0	1	0
SRP Crafternoon	8/10/2016	8	0	14	0	0	1	0
Nuestros Abuelos	8/2/2016	3	0	0	1	0	0	0
Nuestros Abuelos	8/9/2016	3	0	0	1	0	0	0
Nuestros Abuelos	8/16/2016	3	0	0	1	0	0	0
Nuestros Abuelos	8/23/2016	4	0	0	1	0	0	0
Instruction Classes								
Research 101	8/31/2016	0	1	0	0	1	0	0
Citizenship class	8/3/2016	20	0	0	1	0	0	0
Citizenship class	8/10/2016	17	0	0	1	0	0	0
Citizenship class	8/17/2016	16	0	0	1	0	0	0
Citizenship class	8/24/2016	15	0	0	1	0	0	0
Citizenship class	8/31/2016	14	0	0	1	0	0	0
E-Reader Help	Ongoing	2	0	0	1	0	0	0
Knitting and Crocheting	8/5/2016	4	0	0	1	0	0	0
Knitting and Crocheting	8/12/2016	7	0	0	1	0	0	0
Knitting and Crocheting	8/19/2016	5	0	0	1	0	0	0
Knitting and Crocheting	8/26/2016	5	0	0	1	0	0	0
		239	41	210	15	3	3	6

LIBRARY ONE YEAR STATS

FY 15-16	
Registered Borrowers	11,880
Items in the collection	62,453
Holds Placed	73,231
Total Circulation	291,876
Checked ins	324,696
Public Internet Sessions	10,183
New Items Added	8,217

One Year Sept 2015 - August 2016	
Total Program Attendance	11,214
Total People Counter	112,199
Total Volunteer Hours	2,439
Total Reference Questions	5,991

Programming:	ATTENDANCE			TYPE OF PROGRAM				People Counter	Volunteer Hours
	Adults	Teen	Children	Adult	Teen	Children's	Family		
September	319	4	280	15	1	20	4	9331	189
October	441	50	840	20	2	22	11	10249	198
November	394	5	180	18	1	17	4	8434	160
December	179	25	132	10	2	7	6	7790	166
January	251	9	184	19	1	8	10	8817	192
February	291	5	169	23	2	7	8	8833	195
March	368	23	140	22	2	3	10	9829	267
April	363	28	192	23	2	6	8	8175	273
May	285	41	1300	20	2	6	5	8771	200
June	415	92	1670	17	3	11	5	10,281	198
July	368	67	1614	15	4	18	11	11,985	211
August	239	41	210	15	3	3	6	9,704	190
TOTAL	**3,913**	**390**	**6,911**	**217**	**25**	**128**	**88**	**112,199**	**2,439**

Information	In Person							Telephone			
	Reference	Operational	Computer	Readers' Advisory	Guest Passes	Job/Resume Help	eBook Help	Reference	Operational	Computer/Website	Email Questions
October	195	128	48	33	5	1	0	16	13	8	5
November	258	135	117	29	7	4	7	16	13	0	5
December	353	178	135	38	23	3	8	47	24	0	7
January	387	176	154	37	17	2	12	58	29	0	3
February	317	159	144	18	13	2	6	60	25	0	8
March	376	186	182	33	25	0	21	63	33	0	10
April	373	190	147	45	17	0	9	50	25	1	5
May	378	156	138	33	24	1	5	44	24	4	5
June	318	342	123	32	13	0	15	30	26	0	3
July	265	153	133	27	8	1	7	29	24	0	4
August	308	249	127	39	34	3	4	57	45	0	2
September											
TOTAL	**3528**	**2052**	**1448**	**364**	**186**	**17**	**94**	**470**	**281**	**13**	**57**

Total Reference Transactions
5,991
(operational not included)

PLANNING & DEVELOPMENT SERVICES

JULY-AUGUST BI-MONTHLY REPORT

TO: ***Honorable Mayor Hodson and City Council***
FROM: ***Bryan Brown, Planning Director***
DATE: ***September 12, 2016***
THROUGH: ***Rick Robinson, City Administrator***

The following report provides a summary of the Planning and Development Services activities for the months of July and August, 2016, plus an addendum for building permits finalled by Clackamas County during May 1 – June 30, 2016 reporting period which were not available at that time. Please feel free to call departmental staff if you have questions or desire additional information about any of the listed projects or activities. This report includes planning activities, a listing of land use applications and development site plan review coordination projects for building permits.

Planning Activities

1. **Park & Recreation Surveys.** Staff has compiled the results from both the online and mailed park and recreation survey. The summary results are posted on the City of Canby Website and a link was posted on the Canby Now Facebook page. The Canby Herald has printed an initial story on the survey results and is preparing to publish a follow up story. The Park and Recreation Advisory Board is working with staff on the final edits to a Park Maintenance Survey. As with the initial survey, the maintenance survey will be mailed to the random sample of Canby residents, and will also be available to anyone on the City's website. Notice of the survey will be published in the Canby Herald. Results will be posted on the City's website, and the Canby Herald will publish a review of the results. Staff will present the results of both surveys at joint City Council/Planning Commission Workshop, the date to be determined. The Park and Recreation Advisory Board plan to make formal funding recommendations to the City Council for consideration during the next budget cycle, based in part on the survey results.
2. **Quiet Zone.** The Regional Solutions Team representative, ODOT and Staff have agreed to partner on an Immediate Opportunity Grant. ODOT engineers will be able to assist with the project this fall in about 2 months and have indicated they will provide the design for the Elm Street and Hwy 99E portion of the project and assist staff in our quest to obtain the IO grant.
3. **Buildable Land Needs Study.** Staff discussed the Buildable Land Needs Study with the City Council at workshop in August. The Council directed Staff to move forward with Staff's current methodology. Staff is reviewing the GIS files modified by a former intern, and ground truthing the maps. Staff will present a final draft to the Council at future workshop, date TBD.
4. **South Ivy Street 2016-2018 STIP Enhance Project.** The final intergovernmental agreement between partners has been signed. The County has begun survey work involved with the design of the project. Construction is not planned until 2018. The project will construct sidewalks, a bike lane, and curbing on S Ivy Street from 99E south to Lee Elementary School. It includes installation of a traffic signal at the 3-leg intersection at Township Road and Ivy.
5. **Molalla Forest Road Master Plan Update.** The City of Canby and Clackamas County are interested in finding sources of grant money to assist in funding the planning and design of this project. The path or trail will reconnect the City of Canby to the City of Molalla, and eventually

connect to the Molalla River Recreation Corridor. This section of the Molalla River has been newly designated an Oregon Scenic Waterway. The completed path would add approximately 6 miles of multiuse path to the 3+ miles currently within Canby's UGB. The State Parks recreational trails program has been determined to be the best possible fit for seeking out planning level funding. Staff is working to seek out partnerships to utilize in seeking grant funds from the above source. The grant shall be submitted in March of 2017. If grant funds are obtained, the master plan would take about 9 months to complete. Following the adoption of the master plan the City and County partner would begin submitting grants for the first phase of the acquisition/construction of the pathway.

Land Use Application Activity

6. Pre-Application Conference(s) Held:

DATE	CITY FILE #	APPLICANT	PROJECT	ADDRESS
8-31-16	PRA 16-11	Paul DuPont	Annexation	2125 NE Territorial Pl
8-30-16	PRA 16-10	Wade Smith	RV & Boat Storage Expansion	1340 S Township/373 S Redwood
8-25-16	PRA 16-08	Dan Murphy	CUB's new building	SE 3rd & Pine
8-24-16	PRA 16-09	Mary Hanlon	Canby Civic Block Development	NW 2nd Ave (N Holly & N Ivy)
8-9-16	PRA 16-07	Shannon Allee	Partition for buildable flag lot	582 Knights Bridge Rd

7. Land Use Applications Submitted July 1 – August 31, 2016:

DATE	CITY FILE #	APPLICANT	PROJECT	ADDRESS
8-23-16	FP 16-07	Ralph Netter	Final Plat – Faist 7 Subdivision	SE 13th Ave
7-25-16	MOD 16-01	VLMK/Jeff Gordon	Modification for Bus Storage	279 S Sequoia Pkwy
7-25-16	ANN/ZC 16-03	Jon Meredith	Annexation/Zone Change	1.80 acres N Oak St
7-21-16	FP 16-07	Craig Galvin	Partition	259 & 279 S Sequoia Pkwy
7-7-16	MLP	Darren Monen	Partition	431 S Township Rd
7-5-16	DR 16-04	Darren Monen	2 Triplexes	431 S Township Rd
7-7-16	SN 16-10	Integrity Signs	Sally Beauty Sign	1401 SE 1st Ave #102
7-7-16	SN 16-09	Integrity Signs	Kiwanis Thrifty Shop Sign	257 SE 1st Ave

8. Pre-Construction Conference(s) Held:

DATE	CITY FILE #	APPLICANT	PROJECT	ADDRESS
7-25-16	PRC 16-08	Tom Scott	Canby Crossing Retail Dev.	851 SW 1st Ave

9. PC Meeting Items Reviewed:

- Site & Design Review for a proposed multi-tenant Commercial Building. **(DR 16-03 Tom Scott)**
- Subdivision containing 6-lots suitable for single family dwellings. **(SUB 16-02 Charlie Clark)**
- Site & Design Review for a proposed commercial sign fabrication shop at 1400 SE Township Road. **(DR 16-04 Steven Rudnick)**

- Site & Design Review and a Minor Partition to construct two triplex buildings – each on an individual lot at 431 S Township Road. **(DR 16-05/MLP 16-02 Monen Construction)**

10. Site Plans Submitted for Zoning Conformance and Authorization for Release of County Building Permit July 1, 2016 through August 31, 2016:

CITY FILE #	APPLICANT	PROJECT	ADDRESS
SP 16-111	Clackamas Co. Fairgrounds	Rodeo Announcer Booth replacement	694 NE 4th
SP 16-110	Erik Humphreys	Change of Use for ADU	900 NE 10th Avenue
SP 16-109	Willamette Valley Country Club	New storage building	900 Country Club Place
SP 16-108	LES, Inc. - Tom Scott	Canby Crossing - Multi Tenant Retail	851 SW 1st Ave
SP 16-107	Canby Telcom	New equipment shed	1470 NE Territorial Rd
SP 16-106	Lu - Interstate Roofing	New Roof for Canby Cleaners	341 SE 1st Avenue
SP 16-105	Chris Lancaster-Big-Dawg	Patio Cover	1387 NE 17th Ave
SP 16-104	Darren Monen	Demolition of Existing Home	431 S Township Rd
SP 16-103	Stafford Homes & Land, LLC	New SFR	1556 N Plum Ct, Lot 11, Franz Meadow
SP 16-102	Stafford Homes & Land, LLC	New SFR	1122 NE 16th Ave, Lot 1, Franz Meadow
SP 16-101	Stafford Homes & Land , LLC	New SFR	1156 NE 16th Ave, Lot 3, Franz Meadow
SP 16-100	Garett Burkhart	TI - to add CNC Routers	155 S Hazel Dell Way
SP 16-99	Interstate Roofing	Hope Village Reroof	1535 S Ivy Street
SP 16-98	William Monical	Reroof Portion of Church	1520 N Holly Street
SP 16-97	Jason Smith	Garage Conversion to Living Space	549 NE 10th Avenue
SP 16-96	Iselin Architects - Jessica Iselin	Interior Tenant Improvement	200 S Hazel Dell Way

CITY FILE #	APPLICANT	PROJECT	ADDRESS
SP 16-95	Dean Zarosinske PE	Minor Foundation Support to Home	930 NE 34th Place
SP 16-94	Stafford Homes & Land, LLC	New SFR	1585 N Plum Court, Lot 13 Franz Meadow
SP 16-93	TnT Builders - Brent Mosser	Home Addition	496 NE 21st Avenue
SP 16-92	Lauretta Boralis	Kitchen remodel	1140 NE 9th Avenue
SP 16-91	Martin Clark Const, Inc.	New SFR	620 NW 10th Avenue, Lot 71 Northwood 2
SP 16-90	Scott Bowles-BC Custom Construction	New SFR	485 NW 11th Place, Lot 56 Northwood 2
SP 16-89	I & Z Snegirev	Home demolition	486 NE 3rd Avenue
SP 16-88	Russ Fehringon	Home Addition	520 SW 10th Avenue
SP 16-87	Robert Taylor	Rear Home Addition	173 SW 6th Ave
SP 16-86	Richard Zurcher	Install Sewer Line	625 S Ivy Street

11. Active Permit Finals by Clackamas County, July 1 – August 31, 2016

FINAL DATE	PROJECT	ADDRESS
7/6/2016	DINSMORE ESTATES NO. 2 - LOT 34 - NSFR	325 SE 15TH PL
7/19/2016	DINSMORE ESTATES NO. 2 - LOT 40 - NSFR	1495 S LOCUST ST
7/26/2016	DINSMORE ESTATES NO. 2 - LOT 41 - NSFR	274 SE 15TH PL
7/7/2016	DINSMORE ESTATES NO. 2 - LOT 42 - NSFR	268 SE 15TH PL
7/12/2016	DINSMORE ESTATES NO. 2 - LOT 67 - NSFR	1395 S LARCH ST
7/25/2016	FAIST 6 - LOT 3 - NSFR	1828 SE 10TH AVE
7/13/2016	NORTHWOOD ESTATES NO.2 LOT 60 - NSFR	597 NW 12TH AVE
7/13/2016	NORTHWOOD ESTATES LOT # 42 NSFR	596 NW 12TH AVE
7/25/2016	PINE MEADOW LOT 18 - NSFR	1115 NE 17TH AVE
7/12/2016	PINE MEADOW LOT 10 - NSFR	1694 N PLUM CT
7/27/2016	PINE MEADOW - LOT 14 - NSFR	1225 NE 17TH AVE
7/27/2016	PINE MEADOW - LOT 17 - NSFR	1123 NE 17TH AVE
8/1/2016	NORTHWOOD ESTATES LOT 69 - NSFR	560 NW 10TH AVE
8/9/2016	DINSMORE ESTATES - NSFR - LOT 56	315 SE 13TH PL
8/12/2016	DINSMORE ESTATES LOT 72 - NSFR	173 SE 15TH PL
8/17/2016	PINE MEADOWS - NSFR - LOT #5	1146 NE 17TH AVE
8/23/2016	PINE MEADOWS - NSFFR - LOT #7	1258 NE 17TH AVE
8/25/2016	DINSMORE ESTATES - LOT 75 - NSFR	145 SE 15 CT
8/31/2016	FAIST 6 - LOT 4 - NSFR	1838 SE 10TH AVE

ADDENDUM TO May 1, 2015 – June 30, 1016 BI-MONTHLY REPORT

11. Active Permit Finals by Clackamas County, May 1 – June 30, 2016

FINAL DATE	PROJECT	ADDRESS
5/4/2016	HOPE VILLAGE COTTAGES - BLDG E2 NORTH	440 PACIFIC CREST DR
5/10/2016	DINSMORE ESTATES - LOT 33 NSFR	317 SE 15TH PL
5/11/2016	FAIST PHASE 6 - LOT 27 - NSFR	1833 SE 11TH AVE
5/17/2016	DINSMORE ESTATES - LOT 43 NSFR -	244 SE 15TH PL
5/20/2016	DINSMORE ESTATES - LOT 46 - NSFR	315 SE 14TH PL
5/20/2016	DINSMORE ESTATES 3 LOT 80 - NSFR	1475 S JUNIPER ST
5/24/2016	NSFR - PARCEL 2	362 NW 6TH AVE
5/27/2016	NEW SINGLE FAMILY RESIDENCE	670 S FIR ST
5/31/2016	FAIST 6 - NSFR LOT 9	1817 SE 10TH AVE
6/2/2016	DINSMORE ESTATES NO. 2 - LOT 30 - NSFR	247 SE 15TH PL
6/6/2016	DINSMORE ESTATES NO. 2 - LOT 35 - NSFR	335 SE 15TH PL
6/24/2016	DINSMORE ESTATES NO. 2 - LOT 51 - NSFR	1430 S LARCH ST
6/24/2016	DINSMORE ESTATES NO. 2 - LOT #52 - NSFR	1410 S LARCH ST
6/13/2016	DINSMORE ESTATES NO. 2 - LOT 53 - NSFR	1390 S LARCH ST
6/20/2016	DINSMORE ESTATES NO. 2 - LOT 54 - NSFR	1380 S LARCH ST
6/1/2016	FAIST 6 - LOT 8 - NSFR	1827 SE 10TH AVE
6/2/2016	NICK NETTER PARTITION - L0T 1 - NSFR	335 SW 6TH PL
6/23/2016	PINE MEADOW - NSFR - LOT #12	1664 PLUM CT
6/20/2016	PINE MEADOW - NSFR - LOT #15	1143 NE 17TH AVE
6/21/2016	PINE MEADOW - NSFR - LOT #4	1138 NE 17TH AVE
6/24/2016	WESTERN STORAGE NEW BLD	1382 SE 3RD AVE
6/22/2016	OBC NORTHWEST - STORAGE WAREHOUSE	1178 BERG PKY

City of Canby Bi-Monthly Report
Department: Police
July/August 2016

To: The Honorable Mayor Hodson and City Council
From: Chief Bret Smith
Through: Rick Robinson, City Administrator
Date: September 7, 2016

Monthly Statistics	**July**	**August**
CALLS FOR SERVICE (Citizen calls to Dispatch)		
Abandoned Vehicle / Parking	6	9
Animal Complaints	24	18
Code Enforcement	41	49
False Alarms	61	41
Ordinance Violations	8	14
Traffic Stops	671	818
Total All Calls (additional categories not listed above)	**1,887**	**2,053**
POLICE REPORTS		
Arrests & Protective Custodies (Adult & Juvenile)	35	46
Violation, Referral, Information Reports	72	58
Crime Reports	21	30
Total Police Reports	**128**	**134**
TRAFFIC		
Accidents	10	8
Complaints	11	10
Traffic Citations	391	453
Parking Citations	0	0
Traffic Crimes (DUII, Hit/Run, Elude, Reckless)	5	5
ADMINISTRATIVE		
Alarm Permits Renewed	21	29
Officer Subpoenas	50	60
Public Records Requests	34	72

July 2016

Larrison	July 10-15	NASRO Conference	Anaheim, CA
All Officers	July 13	Firearms Training	CRGC
Scharmota Murphy	July 11-14	ONEA	Redmond, OR
Krupicka	July 15-18	FTEP course	Brooks, OR
Kitzmiller M. Smith Green	July 27	Molalla Active Threat (refresher)	Molalla High School
Larrison	July 31-Aug 3	OSRO Conference	Gleneden Beach, OR

August 2016

Mead Anderson	Aug 3	Make-up Firearms Training	CRGC
17 of us	Aug 10	40mm Less Lethal Launcher Training	Canby PD

Community / Department Training – Meetings for Chief Smith / Lt. Tro

- July 4th Community Celebration parade
- CJIS (Criminal Justice Information System) Security Audit
- Judge Grafe/Court Staff – security issues
- McDonald's Ribbon Cutting – reopening
- Interview Panel – Finance Director position
- CAD Mobile Configuration
- Canby Adult Center lunch service – Monthly
- Councilor Clint Coleman
- Handgun Qualifications
- Daniel Pearson-Canby Herald
- Trost & Knight Elementary Schools - Terrific Kids Presentation
- Canby Area Chamber of Commerce Lunch – Monthly
- Chaplain Jerry Gaidos
- Tony Crawford – Bridging Cultures
- Clackamas County Fair Prep Briefing
- Chief Rod Lucich – Molalla PD
- Canby All staff BBQ
- Clackamas County Emergency Operations Center
- C800 Meeting / Fire & Law Services (CCOM-Clackamas County Dispatch)
- Monthly Police Chiefs – Milwaukie PD
- Clackamas County PIO – EOC Mtg.
- Crimereports.com Briefing

Canby Swim Center Report

From: Eric Laitinen, Aquatic Program Manager

Date: September 6, 2016

Re: Bi-monthly Report

The Canby Swim Center just finished out the summer of swimming lessons, public swims and swim team. The summer was very steady and the Canby Swim Center was a busy place. We are currently closed for our annual pool maintenance for Three weeks, one week longer than last year. We will be reopening on Monday September 19th.

The summer programs all went as planned and there was great numbers this summer. The swimming lessons were busy all summer even through the end of August. Penguin Club had great numbers this year with 70 kids participating again this year, ten more than last year. The Penguin Club meet was fun as always with the spectator seating all full of friends and relatives cheering for the swimmers. At the meet the swimmers get a tee shirt and ribbons for the races that they swam. It is really a fun finish to the program.

Attendance and revenue numbers are very good so far this year. We had a good July and great August. Our attendance was down 700 swims but most of that was due to, Gators and Penguin club kids not coming to as many practices. More swimmers actually participated in the programs. Swimming Lessons were up by 300 swims and Public swims were up by 50 swims. Revenue is up $1000 for July and August together July was a little down but August made up for it and then some.

Maintenance is going well thanks to David Biskar, Nathan Templeman and their work crew. They are deep cleaning and painted everything and doing the usual maintenance on the mechanical systems. It was time to pain the pool tank this year and that is a three week process with drying and curing times. As usual it is going well and everything should be ready to go when we open on the 19th.

We get back going on September 19th at 5am with the fall schedule. We have public lessons available for kids and adults, water exercise, lap swims and public swims. Masters Swimming will also start again in the fall. The winter Schedule will begin November 13th.

FROM : ERIC LAITINEN, AQUATIC PROGRAM MANAGER
SUBJECT: Attendance Numbers for July 2016
DATE: 2016 September Report

CANBY SWIM CENTER July	ADMIT 2015	ADMIT 2016	PASS 2015	PASS 2016	TOTAL 2015	TOTAL 2016	YTD TOTAL 15-I6	YTD TOTAL 16-I7
MORNING LAP	59	35	366	345	425	380	425	380
ADULT RECREATION SWIM	35	47	506	466	541	513	541	513
MORNING WATER EXERCISE	96	53	410	443	506	496	506	496
PARENT/ CHILD	390	302	0	0	390	302	390	302
MORNING PUBLIC LESSONS	2038	1850	0	0	2038	1850	2038	1850
SCHOOL LESSONS	0	0	0	0	0	0	0	0
NOON LAP	84	47	152	148	236	195	236	195
TRIATHLON CLASS	0	0	0	0	0	0	0	0
AFTERNOON PUBLIC	994	788	147	131	1141	919	1141	919
PENGUIN CLUB	0	0	761	667	761	667	761	667
CANBY H.S. SWIM TEAM	0	0	0	0	0	0	0	0
CANBY GATORS	0	0	779	554	779	554	779	554
MASTER SWIMMING	0	0	0	0	0	0	0	0
EVENING LESSONS	1462	1436	0	0	1462	1436	1462	1436
EVENING LAP SWIM	59	64	98	70	157	134	157	134
EVENING PUBLIC SWIM	839	813	131	140	970	953	970	953
EVENING WATER EXERCISE	116	79	51	40	167	119	167	119
ADULT LESSONS	0	0	0	0	0	0	0	0
GROUPS AND RENTALS	139	343	0	0	139	343	139	343
OUTREACH SWIMMING	449	321	0	0	449	321	449	321
TOTAL ATTENDANCE	6,760	6,178	3,401	3,004	10,161	9,182	10161	9182

FROM : ERIC LAITINEN, AQUATIC PROGRAM MANAGER
SUBJECT: Attendance Numbers for August 2016
DATE: 2016 September Report

CANBY SWIM CENTER August	ADMIT 2015	ADMIT 2016	PASS 2015	PASS 2016	TOTAL 2015	TOTAL 2016	YTD TOTAL 15-I6	YTD TOTAL 16-I7
MORNING LAP	51	58	332	302	383	360	808	740
ADULT RECREATION SWIM	23	49	515	444	538	493	1079	1006
MORNING WATER EXERCISE	84	59	393	435	477	494	983	990
PARENT/ CHILD	172	296	0	0	172	296	562	598
MORNING PUBLIC LESSONS	1626	1770	0	0	1626	1770	3664	3620
SCHOOL LESSONS	0	0	0	0	0	0	0	0
NOON LAP	60	69	136	165	196	234	432	429
TRIATHLON CLASS	0	0	0	0	0	0	0	0
AFTERNOON PUBLIC	806	906	107	81	913	987	2054	1906
PENGUIN CLUB	0	0	345	329	345	329	1106	996
CANBY H.S. SWIM TEAM	0	0	0	0	0	0	0	0
CANBY GATORS	0	0	420	130	420	130	1199	684
MASTER SWIMMING	0	0	0	0	0	0	0	0
EVENING LESSONS	1226	1514	0	0	1226	1514	2688	2950
EVENING LAP SWIM	47	44	71	56	118	100	275	234
EVENING PUBLIC SWIM	674	775	59	83	733	858	1703	1811
EVENING WATER EXERCISE	88	70	44	43	132	113	299	232
ADULT LESSONS	0	0	0	0	0	0	0	0
GROUPS AND RENTALS	285	159	0	0	285	159	424	502
OUTREACH SWIMMING	0	0	0	0	0	0	449	321
TOTAL ATTENDANCE	5,142	5,769	2,422	2,068	7,564	7,837	17725	17019

July and August, 2016
Monthly Reports

Facility Maintenance – Joe Witt
Fleet Service – Joe Witt
Parks Department – Jeff Snyder
Public Works – Jerry Nelzen

Facilities Maintenance

July 2016 and August 2016

Prepared by Joe Witt

I would like to thank all city departments for working with the new Facilities crew. And a special thanks to Ronda Rozzell for creating and processing the Facilities Work Orders. Also thanks to Jerry Nelzen and Jeff Snyder for all their assistance and direction with Facility projects. A slow couple of months for work order as City departments are preparing to move into the new Facility.

City Hall:	1 w/o request:	Computer Keyboard Repair
Finance Dept.:	1 w/o requests:	Fire Alarm System (Battery)
Library:	1 w/o request:	Emergency Light System
		Picture Hanging System (Remove)
Police:	3 w/o requests:	Roof Inspection
		Computer Mounts
		Evidence Refrigerator
Shop Complex:	3 w/o requests:	Vent Pipe Repair
		Parking Bay Roll-up Door
		Gutters Inspection

Fleet Services

Bi-Monthly Report : July / August 2016
Prepared by Joe Witt, Lead Mechanic

July 2016

Department	Work Orders	Labor Cost	Material Cost	Fuel Cost	Total Cost
Administration	2	$108.75	$2.36	$0.00	$111.11
Adult Center	1	$360.00	$16.57	$222.24	$598.81
Collections	3	$472.50	$0.00	$81.86	$554.36
Facilities	1	$123.75	$0.00	$0.00	$123.75
Fleet Service	0	$0.00	$0.00	$0.00	$0.00
Parks	9	$1,717.50	$671.63	$656.86	$3,045.99
Police	23	$9,292.50	$2,722.57	$4,452.94	$16,468.01
Streets	9	$2,962.50	$1,711.93	$1,367.78	$6,042.21
Transit (CAT)	28	$11,229.00	$3,790.85	$4,095.16	$19,115.01
Wastewater Treatment	1	$101.25	$0.00	$0.00	$101.25
Total Work Orders Processed for the Month	**77**		Totals*		**$46,160.50**

*Total includes labor, materials and fuel for all departments:

August 2016

Department	Work Orders	Labor Cost	Material Cost	Fuel Cost	Total Cost
Administration	1	$86.25	$11.26	$43.37	$140.88
Adult Center	1	$37.50	$17.90	$285.33	$340.73
Collections	5	$695.25	$2,281.23	$61.09	$3,037.57
Facilities	2	$198.75	$12.66	$42.62	$254.03
Fleet Service	0	$0.00	$0.00	$0.00	$0.00
Parks	7	$1,422.75	$0.00	$392.29	$1,815.04
Police	25	$10,556.25	$3,088.16	$4,830.97	$18,475.38
Streets	14	$3,107.25	$1,440.92	$1,920.10	$6,468.27
Transit (CAT)	37	$10,442.45	$2,765.58	$4,917.20	$18,125.23
Wastewater Treatment	2	$435.00	$914.33	$0.00	$1,349.33
Total Work Orders Processed for the Month	**94**		Totals*		**$50,006.46**

*Total includes labor, materials and fuel for all departments:

Fleet Service Highlights

Fleet Service working with other City Departments kept the City's vehicles and equipment on the road performing their duties.

Parks Maintenance

By Jeff Snyder, Parks Maintenance Lead Worker
July – August 2016

Park Renovations

Wilderness International has completed the fifth fishing platform at Community Park. Since 2011 Wilderness International has also completed 400' of trail restoration, preformed wetlands restoration and installed the ponds aeration system.

Park Maintenance

In July mowing, edging and string trimming were still in full swing. Irrigation adjustments and repairs were addressed as needed. Stressed turf areas were fertilized in the beginning of August and all of the natural areas and trail edges had been cut down to reduce the fire hazard risk. All the shrubs were trimmed and the shrub beds were also cleaned up and some bark dust was applied. The spraying of weeds and fence lines started to slow by the end of August. Playground and building maintenance repairs were addressed as found. Parking lot painting was performed were needed to preserve the markings. Some tree trimming was performed and a fallen tree was cut up above Community Park behind S.Baywood CT.
Fire lane signage was installed at Community Park by the St. Dept. at the request of the Fire Dept. to help address parking issues that occur in the hot weather. Hooks were installed on the sign posts at Community Park to hang donated lifejackets on.
The Parks Department spent 7 hours addressing graffiti and vandalism the last two months.
Regular maintenance was **not** performed at the 33 areas the Parks Department is responsible for, the Adult Center, Arneson Gardens Horticultural Park, Baker Prairie Cemetery, City Hall, Community Park (River), CPIP sign, Disc Golf Park, Eco Park natural area, Faist V property, Holly & Territorial welcome sign property, Hulbert's welcome sign property, Klohe Fountain, South Locust Street Park, Logging Road Trail and Fish Eddy/Log Boom property, Maple Street Park, Nineteenth Loop Natural area, Northwood Estates Park, Police Department landscaping, Simnitt Property, Skate Park, Shop Ground, Swim Center, Legacy Park, Territorial Estates Future CLC Park, Finance Building, Transit Bus Stop, Triangle Park, Vietnam Era Veterans Memorial, Wait Park & Willow Creek Wetlands, Knights Bridge right of way and WWTP property.

Meetings attended

I attended an interview for a seasonal park maintenance workers.
I attended the Sequoia apartment's pre-con.
We all had a forklift training class.
We all attended the City picnic.
I met with Mr. Robinson to discuss the placement of two kiosks lifejacket stations at Community Park.

For your Information

The Parks Department hired Brian Fuge for a seasonal park maintenance worker.
Sara Tro and Chase Purtzer's last day will be September the 9th. Their headed back to school!
The Parks Department is responsible for 215 acres of property.
Please see attached park maintenance actual hours for the months of June, July and August.
Hours are based on number of employee's (each day) x 7.5hrs.

Parks Department June 2016 Actual Hours

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Adult Center																														2.5	2.5
Arneson Gardens																													16.5	4.0	20.5
Baker Prairie Cem.																												0.5			0.5
City Hall																															0.0
Community Park																												5.0	10.0	1.0	16.0
CPIP Sign Property																															0.0
Disc Golf Course																															0.0
Eco Park																												0.5	1.0		1.5
Faist V (5)																															0.0
Finance Landscape																															0.0
Holly-Territorial Sign																															0.0
Hulberts-sign property																												1.5			1.5
Klohe Fountain																															0.0
Liobrary																													1.0		1.0
Legacy Park																												1.5	1.0	1.0	3.5
S. Locust Park																												0.5	1.0	3.5	5.0
Logging Rd. Path																															0.0
Fish Eddy-Log Boom																															0.0
Maple St. Park																												2.0	1.5	1.0	4.5
19th Loop																															0.0
Northwood Park																												2.0	1.0	1.0	4.0
Police Department																														14.0	14.0
Simnitt Property																															0.0
Skate Park																												1.5			1.5
Shop complex																															0.0
Swim Center																															0.0
Territorial-CLC Prop.																															0.0
Transit Bus stop																															0.0
Triangle Park																												0.5		0.5	1.0
Wait Park																												6.5	5.0	3.5	15.0
Veterans Memorial																												1.0			1.0
Knights Brdg.																													0.5		0.5
WWTP property																															0.0
Other																															0.0

93.5 Monthly Total

Parks Department **July 2016 Actual Hours**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Adult Center							0.5	1.0																				1.5	1.5			4.5
Arneson Gardens	2.0				1.0						1.5		1.0		1.0			0.5	1.5	1.0		2.5			1.5		1.0		1.5			16.0
Baker Prairie Cem.								2.0																								2.0
City Hall																											1.0					1.0
Community Park	5.0				10.0	1.0	15.0	4.0			3.0	22.5	3.0		4.0			1.0	1.0	5.0	6.5	2.5			11.5	2.0	4.5	3.0	10.0			114.5
CPIP Sign Property											1.0									0.5	4.5											6.0
Disc Golf Course																				3.0							0.5					3.5
Eco Park	1.0					26.0						1.5								1.0		1.0						1.0	1.0			32.5
Faist V (5)								2.0																								2.0
Finance Landscape																											7.0					7.0
Holly-Territorial Sign																																0.0
Hulberts-sign property																			1.5													1.5
Klohe Fountain							0.5																									0.5
Library																																0.0
Legacy Park	2.5				4.0	6.0		3.0			5.0		3.0	7.5	4.0			0.5	1.0	4.0	3.0	2.0			3.0		3.0	4.0	10.0			65.5
S. Locust Park	1.0				2.0			2.5			1.5	4.0	1.0		2.0			0.5			13.0	1.5			1.5	6.0	1.5	1.5	4.0			43.5
Logging Rd. Path	2.0				2.0	4.0		2.0							1.5			1.5				1.5			3.0		1.0		1.0			19.5
Fish Eddy-Log Boom							6.0	6.5			6.0	8.0	6.0	6.0				4.0														42.5
Maple St. Park	7.0				8.0	3.0	8.0	4.0			3.0		1.0		3.0			8.5			1.5	2.0			3.0	7.5	3.0		3.0			65.5
19th Loop						1.0	11.0																			24.0	1.0	26.0	1.0			64.0
Northwood Park	1.0				1.0		0.5	6.0			1.5		3.5		1.5			0.5			4.0	1.5					3.0					24.0
Police Department	2.0												8.0	15.0					16.0								1.0					42.0
Simnitt Property																																0.0
Skate Park	1.0				1.0			1.0			1.5				1.5			0.5	1.5	3.0	3.0	1.0			1.5		1.5		1.5			19.5
Shop complex																				2.5												2.5
Swim Center						1.0	0.5				6.0									2.0												9.5
Territorial-CLC Prop.																																0.0
Transit Bus stop	1.0				0.5			1.0			1.5				1.5			0.5				1.5			1.5		1.5					10.5
Triangle Park	0.5						0.5					0.5	1.5		0.5					0.5		0.5			0.5		1.0	0.5	1.5			8.0
Wait Park	10.0				6.0	1.0	2.0	4.0			3.0	1.0	5.0		4.0			1.0	3.5			3.5			8.5	1.5	6.5		3.0			63.5
Veterans Memorial	0.5										4.5		6.0		1.5			1.0	15.5	15.0	1.5	2.0										47.5
Knights Brdg.												2.0							1.5													3.5
WWTP property																				1.5												1.5
Administration					2.0			6.0			5.5	6.0	6.0	1.5	4.0			4.0	2.0	6.0	0.5	3.5				4.0	7.0	6.0	6.0			70.0

Monthly Total 793.5

Parks Department **August 2016 Actual Hours**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Adult Center					2.0										1.0	9.5			1.0						1.0							14.5
Arneson Gardens	1.5		1.0		1.0			2.5	3.0	22.5		1.5			0.5				1.0			2.0				1.5			1.0			39.0
Baker Prairie Cem.																	1.0															1.0
City Hall																									6.5	0.5			1.0		2.0	10.0
Community Park	4.0	5.0	6.0	3.0	6.0			1.5	12.0	18.5	2.0	3.0			9.0	2.5	7.5	4.0	4.0			12.5	19.0	2.0	3.0	5.0			5.0	2.5	3.0	140.0
CPIP Sign Property																																0.0
Disc Golf Course												2.0																				2.0
Eco Park															0.5				0.5			7.5				0.5			0.5			9.5
Faist V (5)																		0.5														0.5
Finance Landscape																									6.0							6.0
Holly-Territorial Sign																																0.0
Hulberts-sign property								1.0			0.5							4.0	1.0													6.5
Klohe Fountain					1.0							0.5						2.0	1.0											1.0		5.5
Library											3.0																					3.0
Legacy Park	4.0		7.0		4.0			3.0		3.5		2.5			2.0	3.5	7.5	5.0	8.0			7.0	8.0	4.0	16.0	3.0			4.0	2.5	2.0	96.5
S. Locust Park	3.0	2.0	4.0		2.0			1.5				4.0			3.0	2.0	7.5	1.0	2.0						1.0	4.0			4.0		2.0	43.0
Logging Rd. Path	1.5	1.0	8.0	9.0								5.0			1.0							11.5	1.0			3.0			2.0			43.0
Fish Eddy-Log Boom																																0.0
Maple St. Park	4.5		3.0	12.0	6.0			8.0		0.5	1.0	4.0			1.5		7.5	7.0	3.0			6.0	7.5	26.0	4.0	10.0			4.0	2.5	2.0	120.0
19th Loop			8.0					2.0																								10.0
Northwood Park				8.0	3.0			7.0				1.5			1.0	2.5		1.0	1.0			1.0		3.0					1.0			30.0
Police Department		3.0							1.0		29.0					18.0														4.5		55.5
Simnitt Property																																0.0
Skate Park					0.5			1.5	1.5			1.5			0.5				1.0			1.0				1.0						8.5
Shop complex																		2.0											15.0	15.0	26.0	58.0
Swim Center								5.0	21.5							1.0			1.0													28.5
Territorial-CLC Prop.																																0.0
Transit Bus stop	1.5				1.0			1.5				2.0			1.0		2.0	2.0	7.0			1.0		0.5		2.0			1.0			22.5
Triangle Park	0.5	1.0			0.5						0.5	1.0			0.5		1.0	0.5							1.0	0.5			0.5	6.0		13.5
Wait Park	14.0	20.0			4.0	4.0		7.0				6.0			3.0		7.5	10.0	11.0				7.0	8.0		4.0			5.0	2.5	2.0	115.0
Veterans Memorial					1.0										0.5			1.0												1.0		3.5
Knights Brdg.									1.0																							1.0
WWTP property																																0.0
Administration	3.0	5.5	0.5	3.0	5.0			3.5	5.0		9.0	3.0			3.0	6.0	11.0	5.0	2.5			3.0	2.5	1.5	1.0	2.5			1.0	7.5	6.0	90.0

Monthly Total 976.0

Department: PUBLIC WORKS
For Months of: July and August 2016
Prepared by: Jerry Nelzen

1. Streets:

The crew received and located 126 locates for July.

Streets	Total Hours
Street Sweeping	36.5
Street Sweeping Maintenance	20.5
Street Maintenance	531.5
Driveway/Sidewalk Inspections	3
Street Sign Manufacturing	3
Street Sign Installation	2
NW 1st Ave Landscape	12
NW 2nd Ave Landscape	4
Cinema Parking Lot Landscape	6
Landscape Assistance Worker	27
Cemetery	192.5
Erosion Control	5
Vactor Usage	7
Dump Truck	26
Mini Excavator	33

2. Sewer and Storm System:

Sewer	Total Hours
Sewer TV'ing	2
Sewer Cleaning	1
Locating Utilities	63
Lift Station Maintenance	2
Storm	
Catch Basin Maintenance	2
Drying Beds	1

3. Street Trees/Lights:

Street Trees/Lights	Total Hours
Tree Trimming	0
Street Light Repair	4

4. Miscellaneous:

Miscellaneous	Total Hours
Meetings	2
Equipment Cleaning	6
Work Orders	1.5
Civic Center/Library Project	220
4th of July Events	32
Other	16

August 2016

1. Streets:

The crew received and located 117 locates for August.

Streets	Total Hours
Street Sweeping	75
Street Maintenance	1027
Driveway Approach Inspections	7
Street Sign Manufacturing	37
Street Sign Maintenance	2
Street Sign Installation	8
NW 1st Avenue Landscape	23
NW 2nd Avenue Landscape	8
Cinema Parking Lot Landscape	5
Landscape Assistance	17
Cemetery	97
Dump Truck	33
Mini Excavator	3
Vactor Usage	3

2. Sewer and Storm System:

Sewer	Total Hours
Sewer TV'ing	17
Sewer Maintenance/Repair	3
Sewer Laterals	34
Locating Utilities	33.5
Vactor Usage	13
Storm	
Catch Basin Maintenance	2
Drywell Maintenance	1
Vactor Truck	1

3. Street Trees/Lights:

Street Trees/Lights	Total Hours
Tree Trimming	0
Street Light Repair	17

4. Miscellaneous:

Miscellaneous	Total Hours
Meetings	6
Plan Preview for Subdivisions	4
Equipment Cleaning	9
Warehouse Maintenance	6
Training/School	11
Other	22
Civic Center	427

Tech Services Department
Bi-Monthly Report for July/August, 2016

From: Amanda Zeiber
Prepared By: Bryce Frazell
Date: September 12, 2016

KEY

Sessions (total number of sessions to your site)

Users (total number of unique users to your site – unduplicated visits)

Pageviews (total number of pages viewed on your site – repeated views of a single page are counted)

Pages per Session (average number of pages viewed per session - repeated views of a single page are counted)

Average Session Duration (average session length of all users)

Bounce Rate (percent of single-page sessions – visits in which a person left your site from the entrance page)

New Sessions/Users (percent of total users who came your site for the first time)

Google Analytics Summary Report: July and August 2016

Audience Overview	July	August
Sessions (site visits)	9,712	10,578
Users/unique visitors	7,028	7,576
Page Views	22,193	27,107
Pages per Session	2.29	2.56
Average Session Duration	1:44 min	1:51 min
Bounce Rate (% of single-page visits)	55.77%	53.13%
New Sessions/Users	61.41%	60.58%

July/August numbers up slightly from the May/June Report

New Vs. Returning Visitors	July	August
New	61.42%	60.61%
Returning	38.58%	39.39%

Browser & Operating System	July - Top 5 Browers	August - Top 5 Browsers:
	Google Chrome 44.63%	Google Chrome 45.02%
	Safari 27.94%	Safari 27.59%
	Internet Explorer 12.7%	Internet Explorer 12.49%
	Mozilla Firefox 8.06%	Mozilla Firefox 8.78%
	Microsoft Edge 2.55%	Microsoft Edge 2.84%

Top 4 Browsers still in same ranking order since February 2015; Microsoft "Edge" (aka Spartan) is a Microsoft web browser included in Windows 10 operating systems as the default web browser

Overview (Technology)	July	August
Desktop	49.68%	50.23%
Mobile	42.97%	43.64%
Tablet	6.35%	6.14%

Desktop Computers and Mobile Phones continue to lead when accessing the website
Mobile phone use continues to rise in July & August

Mobile Devices (top 3)	July	August
	Apple iPhone 42.07%	Apple iPhone 41.39%
	Apple iPad 8.35%	Apple iPad 8.49%
	Samsung Galaxy S5 2.82%	Not Set 3.21%

Same top 2 mobile devices for the past year. Gray section of pie charts is "all others"

Landing Pages (top 5)	July	August
	Index (Home) Page	Index (Home) Page
	Swim Center Home	Swim Center Home
	Job Openings	Transit Home
	Transit Home	Job Openings
	Transit Routes	Transit Routes

Top 5 visited pages stays pretty consistent with rankings changing occasionally

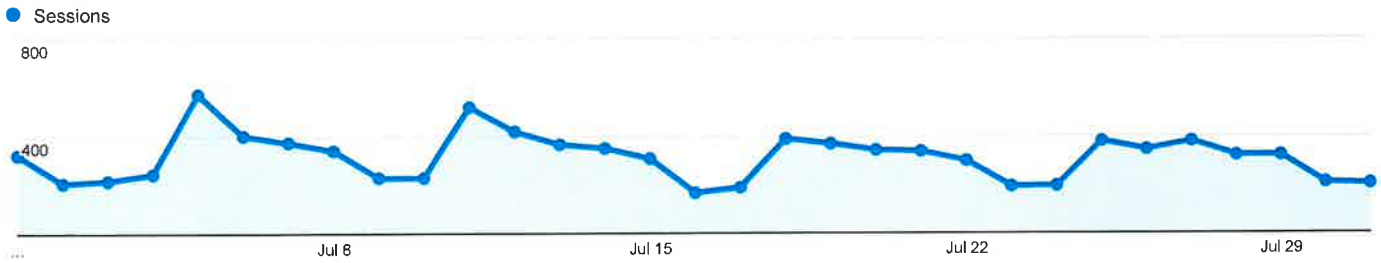
July 2016

Audience Overview

Jul 1, 2016 - Jul 31, 2016

All Users
100.00% Sessions

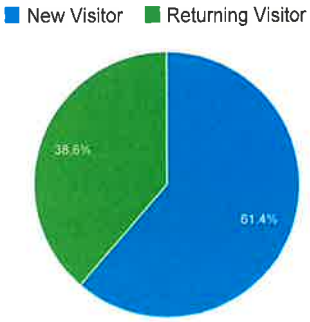
Overview



Sessions	Users	Pageviews
9,712	7,028	22,193

Pages / Session	Avg. Session Duration	Bounce Rate
2.29	00:01:44	55.77%

% New Sessions
61.41%



	Language	Sessions	% Sessions
1.	en-us	9,047	93.15%
2.	ru	349	3.59%
3.	ru-ru	68	0.70%
4.	(not set)	51	0.53%
5.	es-419	35	0.36%
6.	es-xl	31	0.32%
7.	en-gb	23	0.24%
8.	en	19	0.20%
9.	c	18	0.19%
10.	pt-br	12	0.12%

© 2016 Google

New vs Returning

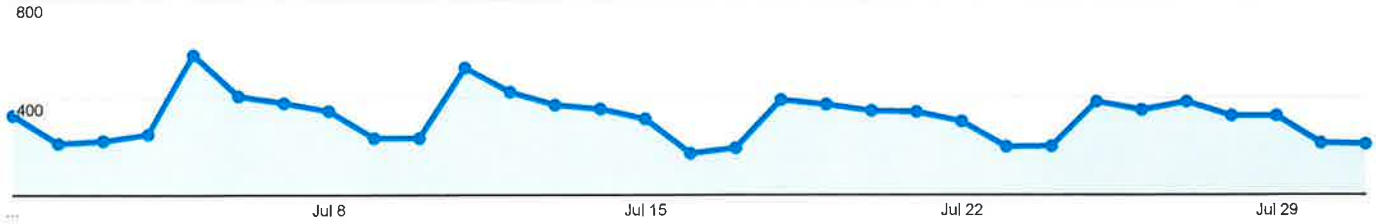
Jul 1, 2016 - Jul 31, 2016

All Users
100.00% Sessions

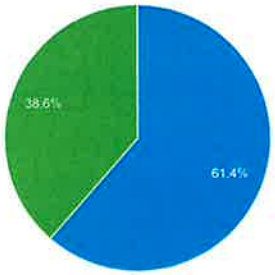
Explorer

Summary

Sessions



User Type	Sessions	Sessions	Contribution to total: Sessions
	9,712 % of Total: 100.00% (9,712)	9,712 % of Total: 100.00% (9,712)	
1. New Visitor	**5,965**	61.42%	
2. Returning Visitor	**3,747**	38.58%	



Rows 1 - 2 of 2

© 2016 Google

Browser & OS

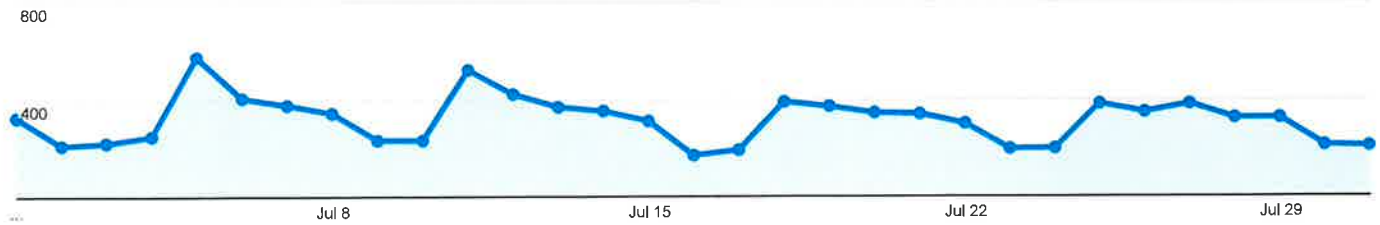
Jul 1, 2016 - Jul 31, 2016

All Users
100.00% Sessions

Explorer

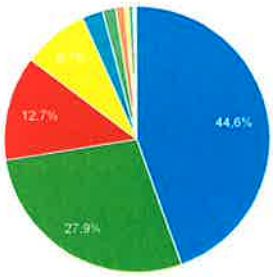
Summary

Sessions



Browser	Sessions	Sessions
	9,712 % of Total: 100.00% (9,712)	9,712 % of Total: 100.00% (9,712)
1. Chrome	4,334	44.63%
2. Safari	2,714	27.94%
3. Internet Explorer	1,233	12.70%
4. Firefox	783	8.06%
5. Edge	248	2.55%
6. Safari (in-app)	157	1.62%
7. Android Browser	100	1.03%
8. YaBrowser	57	0.59%
9. Amazon Silk	47	0.48%
10. Opera	24	0.25%

Contribution to total: Sessions



Rows 1 - 10 of 16

© 2016 Google

Overview

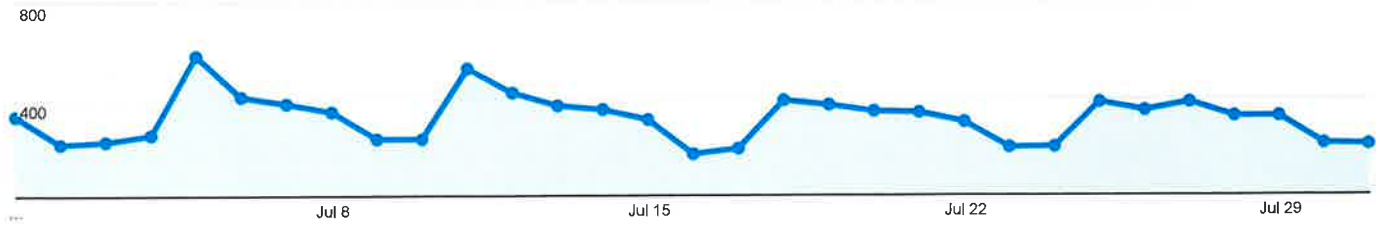
Jul 1, 2016 - Jul 31, 2016

All Users
100.00% Sessions

Explorer

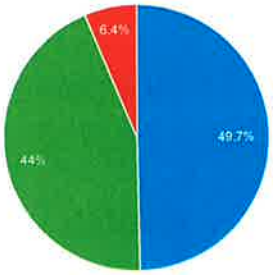
Summary

Sessions



Device Category	Sessions	Sessions
	9,712 % of Total: 100.00% (9,712)	9,712 % of Total: 100.00% (9,712)
1. desktop	**4,825**	49.68%
2. mobile	**4,270**	43.97%
3. tablet	**617**	6.35%

Contribution to total: Sessions



Rows 1 - 3 of 3

© 2016 Google

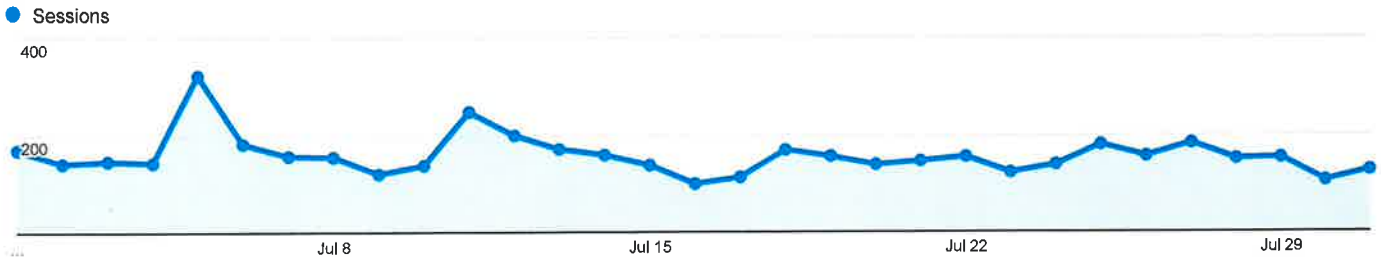
Devices

Jul 1, 2016 - Jul 31, 2016

All Users
50.32% Sessions

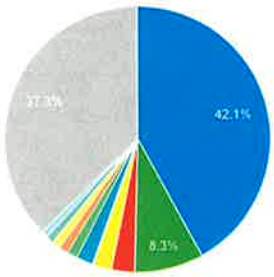
Explorer

Summary



	Mobile Device Info	Sessions	Sessions
		4,887 % of Total: 50.32% (9,712)	4,887 % of Total: 50.32% (9,712)
1.	Apple iPhone	2,056	42.07%
2.	Apple iPad	408	8.35%
3.	Samsung SM-G900V Galaxy S5	138	2.82%
4.	(not set)	110	2.25%
5.	Samsung SM-G920V Galaxy S6	105	2.15%
6.	Samsung SM-G930V Galaxy S7	61	1.25%
7.	Microsoft Xbox One	55	1.13%
8.	LG MS330 K7	49	1.00%
9.	Samsung SM-N920V Galaxy Note 5	45	0.92%
10.	Apple iPhone 6	39	0.80%

Contribution to total: Sessions



Rows 1 - 10 of 360

© 2016 Google

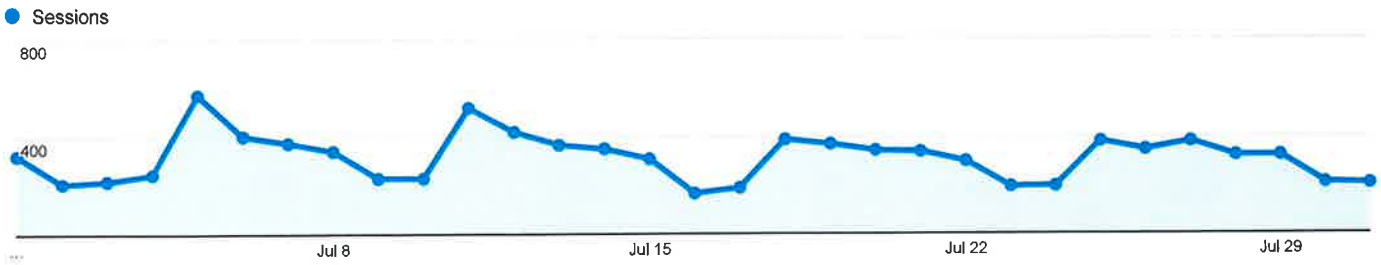
Landing Pages

Jul 1, 2016 - Jul 31, 2016

All Users
100.00% Entrances

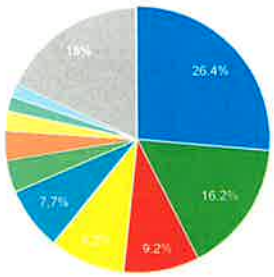
Explorer

Summary



	Landing Page	Sessions	Sessions
		9,712 % of Total: 100.00% (9,712)	9,712 % of Total: 100.00% (9,712)
1.	/Index.htm	2,563	26.39%
2.	/Departments/swim/swim center.htm	1,571	16.18%
3.	/Jobs/jobopenings.htm	895	9.22%
4.	/transportation/CAThome page.htm	889	9.15%
5.	/transportation/routes.htm	748	7.70%
6.	/CityGovernment/council/council_members.htm	381	3.92%
7.	/Departments/pw_operations/parks/park_facilities.htm	350	3.60%
8.	/Departments/swim/schedule.htm	226	2.33%
9.	/Departments/pw_operations/parks/parks.htm	174	1.79%
10.	/Departments/court/court.htm	163	1.68%

Contribution to total: Sessions



Rows 1 - 10 of 104

© 2016 Google

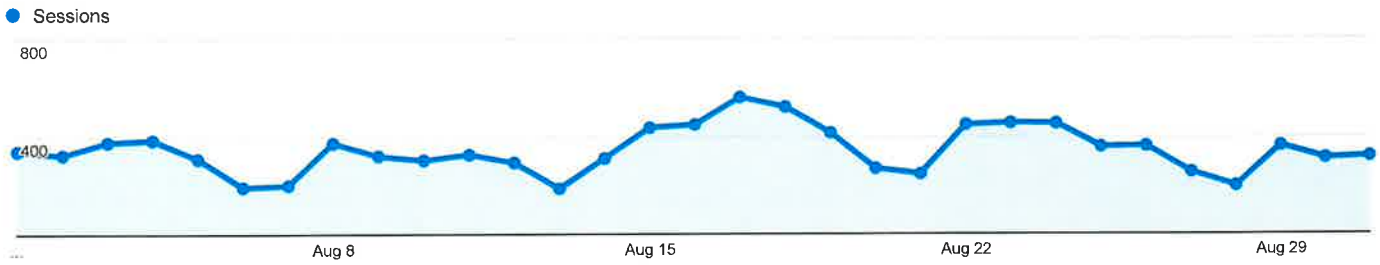
August 2016

Audience Overview

Aug 1, 2016 - Aug 31, 2016

All Users
100.00% Sessions

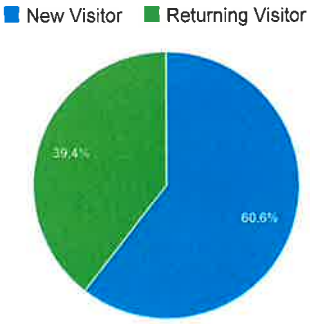
Overview



Sessions	Users	Pageviews
10,578	7,576	27,107

Pages / Session	Avg. Session Duration	Bounce Rate
2.56	00:01:51	53.13%

% New Sessions
60.58%



	Language	Sessions	% Sessions
1.	en-us	9,932	93.89%
2.	ru	306	2.89%
3.	ru-ru	112	1.06%
4.	en-gb	41	0.39%
5.	es-xl	33	0.31%
6.	es-419	30	0.28%
7.	en	22	0.21%
8.	pt-br	16	0.15%
9.	c	15	0.14%
10.	(not set)	10	0.09%

© 2016 Google

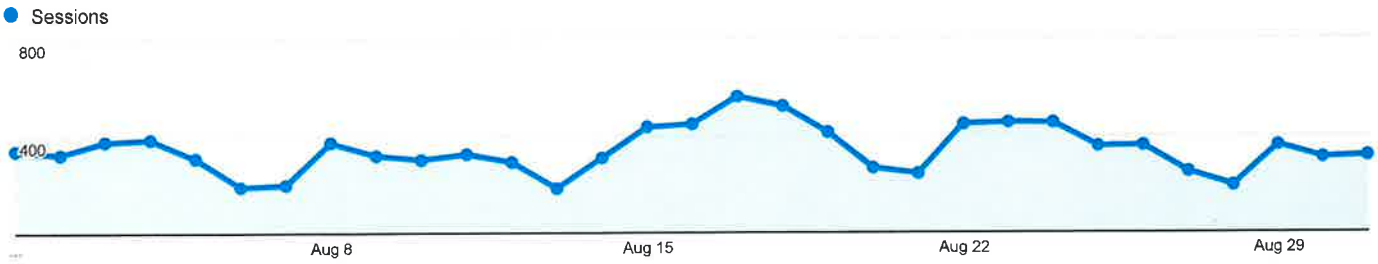
New vs Returning

Aug 1, 2016 - Aug 31, 2016

All Users
100.00% Sessions

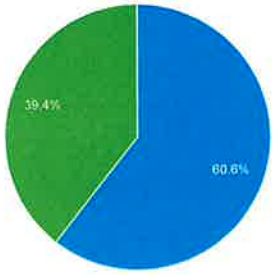
Explorer

Summary



User Type	Sessions	Sessions
	10,578 % of Total: 100.00% (10,578)	10,578 % of Total: 100.00% (10,578)
1. New Visitor	6,411	60.61%
2. Returning Visitor	4,167	39.39%

Contribution to total: Sessions



Rows 1 - 2 of 2

© 2016 Google

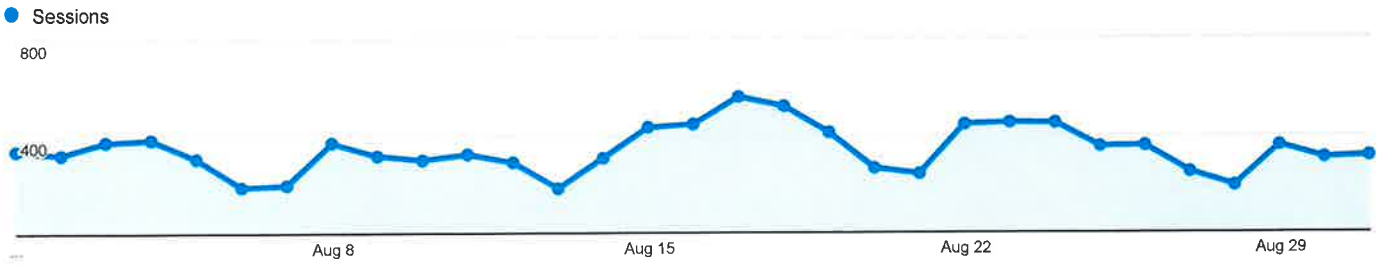
Browser & OS

Aug 1, 2016 - Aug 31, 2016

All Users
100.00% Sessions

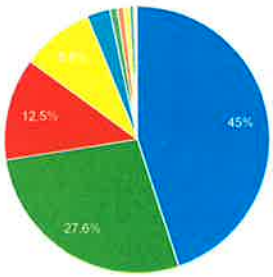
Explorer

Summary



	Browser	Sessions	Sessions
		10,578 % of Total: 100.00% (10,578)	10,578 % of Total: 100.00% (10,578)
1.	Chrome	4,762	45.02%
2.	Safari	2,918	27.59%
3.	Internet Explorer	1,321	12.49%
4.	Firefox	929	8.78%
5.	Edge	300	2.84%
6.	Android Browser	94	0.89%
7.	YaBrowser	82	0.78%
8.	Safari (in-app)	80	0.76%
9.	Amazon Silk	53	0.50%
10.	Opera	27	0.26%

Contribution to total: Sessions



Rows 1 - 10 of 15

© 2016 Google

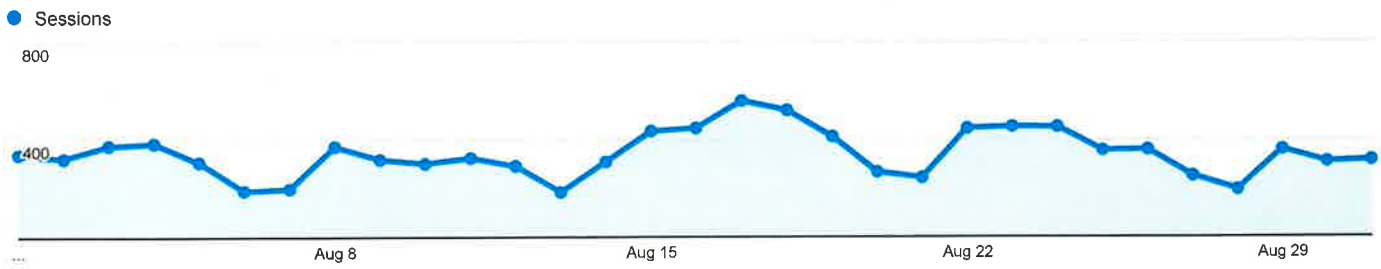
Overview

Aug 1, 2016 - Aug 31, 2016

All Users
100.00% Sessions

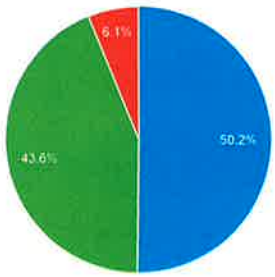
Explorer

Summary



Device Category	Sessions	Sessions
	10,578 % of Total: 100.00% (10,578)	10,578 % of Total: 100.00% (10,578)
1. desktop	**5,313**	50.23%
2. mobile	**4,616**	43.64%
3. tablet	**649**	6.14%

Contribution to total: Sessions



Rows 1 - 3 of 3

© 2016 Google

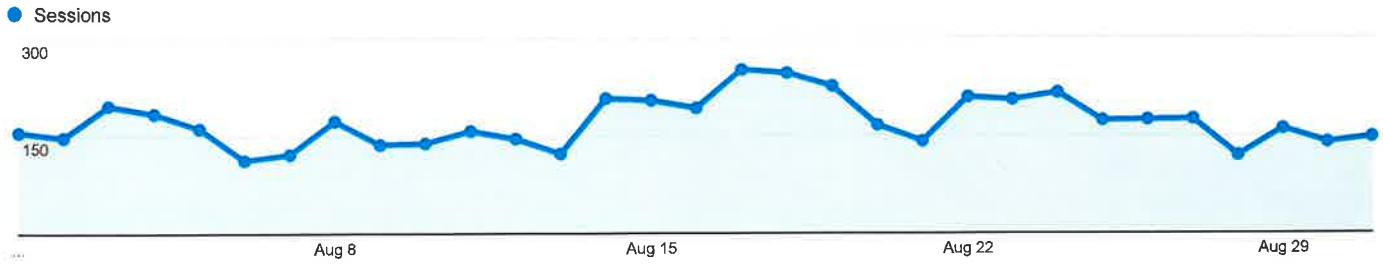
Devices

Aug 1, 2016 - Aug 31, 2016

All Users
49.77% Sessions

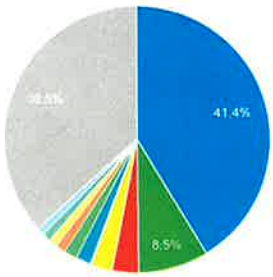
Explorer

Summary



Mobile Device Info	Sessions	Sessions
	5,265 % of Total: 49.77% (10,578)	5,265 % of Total: 49.77% (10,578)
1. Apple iPhone	2,179	41.39%
2. Apple iPad	447	8.49%
3. (not set)	169	3.21%
4. Samsung SM-G900V Galaxy S5	139	2.64%
5. Samsung SM-G920V Galaxy S6	101	1.92%
6. Samsung SM-G930V Galaxy S7	84	1.60%
7. Samsung SM-G900P Galaxy S5	63	1.20%
8. Samsung SCH i545 Galaxy S4	54	1.03%
9. Samsung SM-G900A Galaxy S5	53	1.01%
10. LG MS330 K7	50	0.95%

Contribution to total: Sessions



Rows 1 - 10 of 399

© 2016 Google

Landing Pages

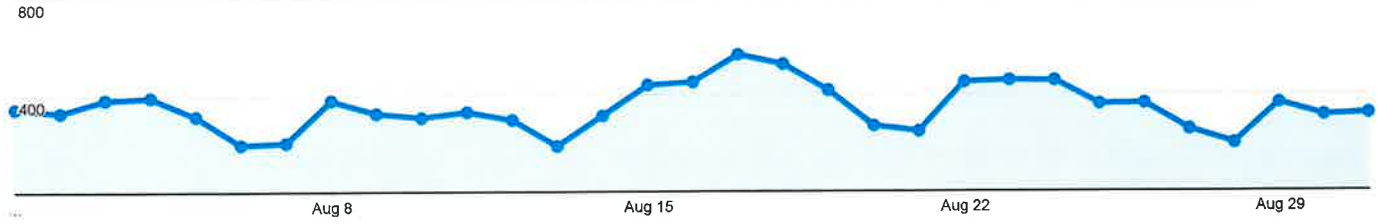
Aug 1, 2016 - Aug 31, 2016

All Users
100.00% Entrances

Explorer

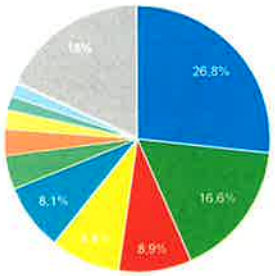
Summary

Sessions



	Landing Page	Sessions	Sessions
		10,578 % of Total: 100.00% (10,578)	10,578 % of Total: 100.00% (10,578)
1.	/ Index.htm	2,833	26.78%
2.	/Departments/swim/swim center.htm	1,760	16.64%
3.	/transportation/CAThome page.htm	946	8.94%
4.	/Jobs/jobopenings.htm	893	8.44%
5.	/transportation/routes.htm	859	8.12%
6.	/Departments/pw_operati ons/parks/park_facilities.h tm	439	4.15%
7.	/CityGovernment/plannin g_commission/planningco mmission.htm	335	3.17%
8.	/Departments/swim/sched ule.htm	251	2.37%
9.	/Departments/court/court. htm	177	1.67%
10.	/Departments/develop_se rvices/development_serv. htm	177	1.67%

Contribution to total: Sessions



Rows 1 - 10 of 108

© 2016 Google

City of Canby Bi-Monthly Report
Department: Transit

For: the months of July & August, 2016
Date: September 2, 2016
Prepared by: Julie Wehling
Through: Rick Robinson, City Administrator

1) Funding and Contracts:
   a) Monthly Elderly and Disabled transportation reports were submitted to TriMet.
   b) On August 10th the ODOT Quarterly Report was submitted electronically in OPTIS.
   c) On August 27th a Request for Quote was sent to 5 vendors seeking a vendor for the purchase and installation of onboard camera systems for the CAT fleet. Quotes are due on September 21st and the successful vendor will be announced on September 23rd pending council approval if required.

2) Ridership:
   Year to date for total ridership was down by 11.60 percent as compared to the previous fiscal year. During this report period CAT provided:
   a) 6,586 rides in July (21.65% fewer than July of 2015).
      - 1,097 demand responsive rides (Shopping Shuttle & Dial-A-Ride). This is 24.34% fewer than were provided during July of 2015.
      - 4,002 to Oregon City (25.54% fewer rides than July of 2015).
      - 1,487 to Woodburn (5.95% fewer rides than July of 2015)
   b) 7,635 rides in August (0.5% fewer rides than August of 2015).
      - 1,442 demand responsive rides (Shopping Shuttle & Dial-A-Ride). This is 0.55% fewer rides than were provided during August of 2015.
      - 4,434 to Oregon City (10.91% fewer rides than August of 2015).
      - 1,759 to Woodburn (17.26% more rides than August of 2015).

The reasons for the decrease in ridership remains challenging to identify. During this period the rides on the Shopping Shuttle and rides to and from Woodburn are up although the overall ridership has continued to slip. As noted in earlier reports the factors include: service schedule adjustments, the Route 99 name change, TriMet's changes associated with the new Orange Line MAX, and the closure of two supported employment sites in Oregon City. Other transportation providers across the state are also experiencing ridership dips and point to lower gas prices.

Updates:

a) The Rider of the Month for July was Arissa and the August rider of the month was Rick. Both riders got a free bus pass and other goodies.
b) MV has changed its driver meeting calendar from a monthly meeting lasting 1 hour to a quarterly meeting lasting 2 hours. The next meeting will be held on October 8th.
c) In July and August we provided 318 same day rides on a space available basis.
d) As is our usual practice, CAT provided shuttle services to the Clackamas County Fair from Tuesday August 16th through Saturday August 20th. This year we provided 195 rides which is 28 (12.55%) fewer than we provided in 2015.
e) The pending bus yard property purchase is still on track to be finalized during this quarter. As of the date of this report, the Plat has been recorded by the county.

4) Collisions and Incidents
   a) There were no collisions in July and August.

5) Events Attended: City staff, contractors and/or volunteers represented CAT or participated in activities and trainings in the following venues:

   a) On July 11th Julie Wehling attended a Regional Transportation Plan update meeting of Regional Transit Providers held at Metro.
   b) On July 13th Julie Wehling attended a meeting regarding Transportation for Rural Domestic Violence Victims at the Clackamas County offices in Oregon City.
   c) On July 16th MV held a driver safety meeting.
   d) On July 19th Julie Wehling attended a Regional Transportation Plan update meeting of Regional Transit Providers held at Metro.
   e) On July 20th Julie Wehling participated in a webinar regarding ReMix which is a software program for transit route planning.
   f) The Transit Advisory Committee meetings were canceled in July and August. The next meeting will be held on September 22nd.

City of Canby Bi-Monthly Report
Department: Wastewater Treatment Plant
For Months of:
July & August 2016

To: The Honorable Mayor Hodson & City Council
From: Dave Conner, Lead Operator
Through: Rick Robinson, City Administrator
Date: August 31, 2016

Facility Operations & Maintenance

The water quality for the months of July and August remain excellent with no violations. Plant Operators continue daily process control and operations of the plant to maintain NPDES permit compliance. Engineering for the new CIP is almost complete and we expect to go out for bid in September.

The list below highlights a few of the tasks completed since the last bi-monthly report.

- R&R North & South recirc pumps for motor repair.
- Purchased and installed hoist in raw sewage pump room.
- Installed new grates at Primary clarifier.
- Installed new belts on Belt Press.
- R&R peristaltic pump hose.
- Changed suction line from lime silo to pump.
- Pulled macerator out of belt press room.
- Installed product centering skirts on biosolids conveyors.
- Received 30 ton of hydrated lime.
- Replaced O-rings, wipers, bearing, crystals and UV lights on UV unit #1.
- Fixed rake arm on South Clarifier.
- Installed Brushes on North & South clarifiers.
- Testing cutting knives on spiral screens.
- Installed new auto valve in PS vault.
- Lab equipment and plant meter calibrations completed.
- Daily plant check, lab, and process control.
- Routine daily maintenance, repairs, and cleaning of plant.

Pretreatment Inspection/Reporting, FOG Program

July

- Pump Outs: 21
- Inspections: 8

August

- Pump Outs: 21
- Inspections: 7

- Reviewed July / August Business License renewals.
- Provided Environmental Surveys to MEC/Screaming Circuits, Meadow Burke and Cascade Engineering Technologies.
- Completed I.U inspections at Johnson Controls, Marcinkiewicz Co. Inc., JVNW, MEC/Screaming Circuits, Meadow Burke and Cascade Engineering Technologies.
- Developed and implemented BMP's for Grand Northern Products.
- Contacted EPA concerning modifications to Johnson Controls wastewater discharge permit.
- Modified City of Canby sampling point and monitoring requirements for Johnson Controls.
- Modified wastewater discharge permit and factsheet for Johnson Controls.
- Issued letter to Marcinkiewicz Co. Inc. requiring proper storage and labeling of hazardous materials and detailed steps necessary to obtain an NDCIU wastewater discharge permit.
- Review of Pretreatment Implementation Manual and City of Canby Sewer Ordinance.
- Developed informational and BMP materials to provide to FES's when conducting inspections.
- Conducted FOG informational session for the City of Canby School District (Food Services Staff). Received commitment to have garbage disposals removed from schools and set up new protocols for liquid food wastes.

Biosolids Program:

- Belt ran 15 days in July.
- 7 loads to Heard Farms, 196 wet tons.
- Belt ran 16 days in August.
- 7 loads to Heard Farms, 189 wet tons.

Daily Lab Activity

- Routine daily/weekly lab process control and permit testing.
- Perform weekly AB probe checks/calibration
- Changed membranes/electrolyte in Aeration Basin D.O. probes.
- Updating lab SDS Sheets
- Calibrated pH probes on Influent and Aeration Basin
- Sampled for NPDES 3 Day Tests
- Ordered Lab supplies from NCL

Meetings and Training Attended

These meetings, conference's or training were completed by either one or more of the wastewater treatment plant personnel Dave Conner, Bob Wengert, Dave Frahm, Jon Patrick or Daryll Hughes.

- Daily staff and operations meeting.
- Pretreatment Committee Meeting.
- City Safety Committee Meeting.
- Forklift Safety Training.