



AGENDA
CANBY CITY COUNCIL
WORK SESSION – 6:00 PM
EXECUTIVE SESSION – 7:15 PM
REGULAR MEETING - *7:30 PM*****
EXECUTIVE SESSION – 8:30 PM
Virtual Meeting/ Council Chambers

Meetings can be viewed on CTV Channel 5 and YouTube:

<https://www.youtube.com/channel/UCn8dRr3QzZYXoPUEF4OTP-A>

Register in advance for this meeting if you'd like to view on Zoom:

https://zoom.us/webinar/register/WN_vUH1lVtyTV--_Dt0N8FDXQ

After registering, you will receive a confirmation email containing information about joining the meeting.

May 19, 2021
222 NE 2nd Avenue, 1st Floor
Mayor Brian Hodson

Councilor Christopher Bangs
Council President Traci Hensley
Councilor Sarah Spoon

Councilor Jordan Tibbals
Councilor Greg Parker
Councilor Shawn Varwig

WORK SESSION – 6:00 PM

- 1. CALL TO ORDER**
- 2. PRESENTATION OF POOL RENOVATION REPORT AND DISCUSSION
REGARDING 5-YEAR SWIM LEVY RENEWAL.**
- 3. ADJOURN**

Pg.4

Executive Session – 7:15 PM

EXECUTIVE SESSIONS ARE CLOSED TO THE PUBLIC. Representatives of the news media and designated staff may attend Executive Sessions. Representatives of the news media are specifically directed not to report on any of the deliberations during the Executive Session, except to state the general subject of the session as previously announced. No Executive Session may be held for the purpose of taking final action or making any final decision.

1. CALL TO ORDER

EXECUTIVE SESSION: Pursuant to 192.660 (2) (d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations.

2. ADJOURN

Regular Meeting – 7:30 PM

1. CALL TO ORDER

2. **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. Staff and the City Council will make every effort to respond to questions raised during citizens input before the meeting ends or as quickly as possible thereafter. ***If you would like to speak virtually or in person, please email or call the City Recorder by 7:00 pm on May 19th, 2021 with your name, the topic you'd like to speak on and contact information: bissetm@canbyoregon.gov or call 503-266-0733. Once your information is received, you will be sent instructions to speak. Please note that Council will be attending this meeting virtually.

3. **PRESENTATION:** Annual Report from the Heritage and Landmark Commission. Pg. 30

4. PUBLIC HEARING:

- a. Noise Variance Request from The Wild Hare Saloon located at 1190 SW 1st Avenue. The variance for Thursday – Saturday June – September, 2021 is being requested to allow live music that will be performed outside between the hours of 7 pm – 10 pm on Thursdays and from 8 pm – 11 pm Friday and Saturday. Pg. 40

5. **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 April 21, 2021 City Council Work Session and City Council Regular Meeting. Pg. 44

6. RESOLUTION & ORDINANCES

- a. Consider **Resolution No. 1348:** A Resolution adopting an Intergovernmental Agreement with the Canby Urban Renewal Agency Regarding the Transfer of Tax Increment Revenues and Proceeds to the City of Canby for the Purpose of Paying Obligation Bond Financing. Pg. 52
- b. Consider **Ordinance No. 1554:** An Ordinance authorizing the Mayor and City Administrator to execute a contract with First Transit, Inc. of Cincinnati, Ohio for providing Transit Operations for Canby Area Transit (CAT). *(Second Reading)* Pg. 65
- c. Consider **Ordinance No. 1555:** An Ordinance authorizing the City Administrator to enter into an Employment Contract between the City of Canby and Chief Jorge Tro. *(Second Reading)* Pg. 77
- d. Consider **Ordinance No. 1552:** An Ordinance authorizing the Mayor and City Administrator to enter into a contract with Heard Farms for Wastewater Sewage Sludge Removal; and repealing Ordinance 1527. *(Second Reading)* Pg. 85
- e. Consider **Ordinance No. 1553:** An Ordinance approving two Intergovernmental Agreements (IGAs) between Clackamas County and the City of Canby permitting authority and maintenance responsibility for portions of N. Locust Street, N. Maple Street, N. Redwood Street, and S. Redwood Street both in and out of City Limits. *(Second Reading)* Pg. 95

- f. Consider **Ordinance No. 1556**: An Ordinance authorizing the City Administrator to enter into a Collective Bargaining Agreement (CBA) between the City of Canby, Oregon, and Local 350-6 AFSCME COUNCIL 75 AFL-CIO. *(First Reading)* Pg. 140
- g. Consider **Ordinance No. 1557**: An Ordinance authorizing the City Administrator to purchase one Transit Van for Canby Area Transit (CAT) from Schetky NW Sales of Portland, Oregon. *(First Reading)* Pg. 171

7. MAYOR'S BUSINESS

8. COUNCILOR COMMENTS & LIAISON REPORTS

9. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

Pg. 186

- a. Bi-Monthly Reports – included in Council Packet

10. CITIZEN INPUT

11. ACTION REVIEW

12. ADJOURN

Executive Session – 8:30 PM

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1. CALL TO ORDER

- 2. **EXECUTIVE SESSION:** Pursuant to ORS 192.660 (2) (e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions.

3. 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 Melissa Bisset at 503.266.0733. A copy of this Agenda can be found on the City's web page at www.canbyoregon.gov. City Council and Planning Commission Meetings are typically broadcast live and can be viewed on CTV Channel 5. For a schedule of the playback times, please call 503.263.6287.

****We are requesting that rather than attending in person you view the meeting on CTV Channel 5 or on YouTube: <https://www.youtube.com/channel/UCn8dRr3QzZYXoPUEF4OTP-A>**

If you do not have access virtually, there are a small number of chairs provided inside to allow for distancing.



City of Canby

PO Box 930
222 NE 2nd Ave
Canby, OR 97013

Phone: 503.266.4021
Fax: 503.266.7961
www.canbyoregon.gov

City Council Staff Report

DATE: May 19, 2021
TO: Honorable Mayor Hodson and City Council
THRU: Scott Archer, City Administrator
FROM: Eric Laitinen, Canby Swim Center
ITEM: Canby Swim Center Levy Renewal

Summary

The Canby Swim Center is requesting the Canby City Council to put forth on the November 2021 Ballot a Renewal of The Canby Swim Center's 5 year local option Levy at the same rate of \$.49 per \$1,000 assessed property value. Levy for five years beginning Fiscal year 2022-2023.

Background

The Canby Swim Center has been operating on a 5 year levy system for 20 years now and it has made it possible to continue operations and provided the opportunity to keep the facility in good shape and make improvements.

Fiscal Impact

Estimated total amount of money to be raised by this tax is \$5,005,114 with the estimated amount raised each year as follows:

2022-2023	\$942,931	2025-2026	\$1,030,055
2023-2024	\$971,089	2026-2027	\$1,060,917
2024-2025	\$1,000,122		

Recommendation

Staff is requesting direction from the city council on whether to bring a resolution forward to a future regular business meeting for consideration.



City of Canby

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City Council Staff Report

DATE: May 19, 2021

TO: Honorable Mayor Hodson and City Council

THRU: Scott Archer, City Administrator

FROM: Eric Laitinen, Canby Swim Center

ITEM: Remodel of CSC office and Dressing rooms

Summary

The Canby Swim Center Staff is requesting to renovate the office and dressing room of the Canby Swim Center. They are currently not up to 2021 standards. We would renew the dressing rooms, add a family changing room, a staff restroom and a pass through inside the building for customers that doesn't go thru the showers.

Background

The Canby Swim Center's current dressing rooms are currently substandard with very poor layouts. Also without a staff restroom we are not meeting safety standards for youth and staff members. In the fall we hired **Scott Edwards Architecture firm** to evaluate and give us recommendations to update the Lobby, Office and Dressing rooms. We have worked with their staff to come up with three different options staying inside the envelope of the current building.

We have been trying to address the current buildings shortcomings. Staff and customers should not be using the same restrooms and changing areas. This is also a problem for youth events as we do not provide a restroom away from the youth. The Canby Swim Center hands out evaluations at the end of swimming lessons and the most negative comments are about dressing rooms and also not providing an indoor pass thru to the pool for spectators. Over the years we have giving several facelifts to the dressing rooms, but this does not fix layout problems. The remodel version 2b would address all of these concerns.

Attachments

CSC Current Conditions
CSC concept study
CSC Current layout
CSC 3 plan Options
CSC cost estimates

Fiscal Impact

The Canby Swim Center has budgeted \$650,000.00 for this project from what we have saved over the past 20 years with plans to make a major improvements to our facility to better serve the public. This would still leave the swim center \$500,000.00 for a reserve and emergency fund.

Recommendation

Staff recommends option 2B. Council Direction is requested on proceeding with the recommended renovation plan.



November 19, 2020

Scott|Edwards Architecture, LLC
2525 East Burnside Street
Portland, OR 97214

Attn: Heather Flegel / Sara Ruzomberka

**Re: CANBY SWIM CENTER REMODEL – 1150 South Ivy Street, Canby, OR
STRUCTURAL MEMO**

Dear Ms. Flegel and Ms. Ruzomberka,

At your request a representative from our office visited the subject site on November 04, 2020. The purpose of our visit was to observe exposed to view structural conditions and become familiar with the existing building.

Existing Conditions: The existing building consists of a single story manufactured steel building covering the pool area with exterior CMU shear walls and at the south end of the pool building an attached single story lobby/locker room building with 8" CMU exterior walls and a wood framed roof with wood chord/metal web trusses at 24 inches on center. The two structures share a common 8" CMU wall between the lobby/locker room and the pool building. Non-structural interior walls of the lobby/locker room building are 4" CMU. Both buildings are slab on grade. Record drawings for the existing buildings have not been made available and reinforcing in the existing CMU walls is unknown at this time. Based on our experience with buildings of similar age, CMU construction during this period typically has less reinforcing than required to meet minimum reinforcing requirements.

Proposed Remodel: The remodel of the lobby/locker room has been proposed with three options. All three options include varying additions and revisions to interior non-structural CMU walls, adding privacy wing walls at the pool entrances to the locker rooms, and adding storefront beneath the existing entry canopy to create a vestibule. The remodel may also include three new roof top mechanical units. One 250 pound unit over each locker room and one 750 pound unit over the lobby. Unit weights include curbs and accessories.

Varying revisions to the CMU common wall between the locker rooms and the pool:

Option 2A includes converting an existing office window to a single man door in the structural CMU wall between the pool and lobby/locker rooms.

Option 2B includes converting an existing man door to an office window, infilling a portion of an existing window, and adding a single man door partially through the structural CMU wall between the pool and lobby/locker rooms.

Option 3A includes converting an existing man door to an office window, infilling a portion of two existing windows, and adding a single man door through the structural CMU wall between the pool and lobby/locker rooms.

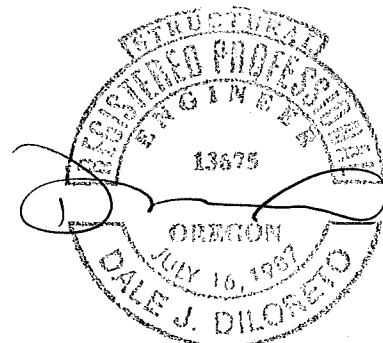
Structural Implications of Proposed Remodel:

1. New non-structural masonry walls should be a minimum 6" nominal thickness and reinforced to current building codes and adequately anchored to the existing slab on grade and the existing roof system.

2. To avoid triggering seismic upgrades to the existing lobby/locker room primary lateral force resisting systems (plywood roof sheathing and 8" CMU walls), limit the increase in total lineal feet over existing total lineal feet of CMU interior walls to less than 5 percent (all remodel options). If the increase in total lineal feet of non-structural CMU walls exceeds 5 percent, possible seismic improvements include using some of the new interior CMU walls as structural shear walls, which would require a greater level of reinforcing, new foundations, and new connections to existing or new roof framing.
3. Pool to locker room privacy walls within the pool area may require new footings.
4. It is likely that the existing 8" CMU common wall between the lobby/locker room and the pool building does not meet current building code minimum reinforcing requirements. New openings through the existing 8" CMU common wall in options 2B and 3A could trigger seismic improvements to the existing CMU wall if the revised wall capacity decreases more than 10 percent or seismic forces redistributed to remaining sections of wall increase by more than 10 percent. Possible improvements, if necessary, could include using some of the new interior CMU walls as structural shear walls, which would require a greater level of reinforcing, new foundations, and new connections to existing or new roof framing. Additionally, steel tube strong backs would be necessary at each jamb of the new opening(s) that extend from the slab on grade to the lobby/locker room roof structure.
5. The enclosure of the existing canopy will increase horizontal wind forces to the canopy roof structure. Possible improvements may include improvement to the connections between the canopy roof structure and the main lobby/locker room roof structure. New slab on grade with thickened edges to protect against frost heave would also be required.
6. The capacity of the existing wood chord/metal web roof joists is unknown. Therefore, new roof loads are limited to increasing the stress in the existing joists to 5% or less.
 - a. The 250 pound locker room units would require support from wood or steel spreaders above the roof, perpendicular to the joists, to support the unit from four joists. The location of these units is limited to 15 feet from the inside face of the existing exterior south CMU wall to the centerline of the mechanical unit. No other new or existing mechanical equipment can be supported from these same four joists.
 - b. The 750 pound lobby unit would require new beams under the existing roof sheathing beneath the east and west unit curbs, framing from the exterior south CMU wall to the common CMU wall between the lobby/pool. The new unit curb would require stand-offs to support the curb above the existing roof to avoid loading the existing joists.

Limitations: This memo is intended to identify possible structural conditions within the scope that may be triggered by the three remodel option plans we received from your office. Our opinions are based on our cursory site observations of exposed-to-view structural elements during our site visit and our experience with similar construction. Please contact our office if you have any questions.

Sincerely,
WDY, INC.



Dale DiLoreto, P.E., S.E.

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EXPIRES: 12-31-2021



Canby Swim Center Locker Room Concept Study

2020-0406

Prepared for:

Scott/Edwards Architecture

Prepared by:

Thomas Phuong, PE, LEED AP
Mike Moerlins, PE
Chris Scott, CPD

November 16, 2020

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Project Description

PROJECT LOCATION

1150 S Ivy St., Canby, OR 97013

BUILDING DESCRIPTION

Property is the 2,500 SF locker room facility at the Canby Swim Center

Mechanical

EXISTING CONDITIONS

Heating and Cooling

Office, Lobby, and Staff Break Room Areas

Currently, the two offices are served by ductless split systems. In each office, a ductless wall-mounted fan coil is installed high on the wall and is controlled by a remote thermostat. Each indoor fan coil is served by an outdoor roof-mounted heat pump condensing unit. Refrigerant piping is routed between the indoor and outdoor equipment. Ventilation air is not currently supplied via the indoor fan coil units.

The lobby and staff break room areas include several ceiling HVAC air distribution grilles. However, this system has been decommissioned and is no longer operational. Active HVAC is not provided in these areas.

Men's and Women's Locker Rooms

Currently, the two locker rooms are served by heating only natural gas furnaces. In each locker room, a horizontal furnace unit is installed just below the ceiling and includes a short supply and return air duct section. A wired thermostat is mounted immediately at each furnace. Natural gas piping routes to each furnace and is the heating fuel source. Ventilation supply air is not currently supplied via the furnace units.

Main Electrical Room

Currently, the main Electrical Room is served by a ductless split system. A ductless wall-mounted fan coil is installed high on the wall and is controlled by a remote thermostat. The indoor fan coil is served by an outdoor roof-mounted condensing unit. Refrigerant piping is routed between the indoor and outdoor equipment. Ventilation air is not currently supplied via the indoor fan coil unit.

Ventilation

Office, Lobby, and Staff Break Room Areas

Currently, there does not appear to be an active ventilation air (outside air) supply system serving the lobby, offices, or staff break room. The previous central supply air system has been decommissioned and

replaced with the individual office split systems described above. Existing ceiling air distribution grilles still exist but are inactive.

Men's and Women's Locker Rooms

Currently, the two locker rooms are served by exterior wall-mounted exhaust fans. In each locker room, an up-blast type exhaust fan is mounted to the exterior wall and ducted to a single sidewall exhaust grille on the interior side of the wall. These fans run continuously to provide exhaust for each locker room.

Main Electrical Room

Currently, the main Electrical Room includes a small inline exhaust fan. Exhaust ductwork from this inline fan routes vertically up through the roof above. This fan runs continuously to provide exhaust for the Electrical Room.

RECOMMENDATIONS

Office, Lobby, and Staff Break Room Areas

The ductless split systems serving the two offices appear to have been installed around 2003. At approximately 17 years of age, these systems should be replaced in the next 5 years.

Because the lobby and staff break room areas are not currently served by an active HVAC system. We recommend installing a new rooftop HVAC system to provide heating, cooling, and outside/ventilation air supply for these areas. One 5-ton packaged rooftop HVAC unit will be installed directly above the lobby area. Supply and return air ductwork will route above the ceiling to new ceiling air distribution grilles in each space. New natural gas piping will serve the new packaged rooftop HVAC unit to provide heating. Ventilation/outside air will be integral to the new packaged unit and will be supplied via the main ductwork system. A new wired wall-mounted programmable thermostat will control the new unit.

If desired, the existing office split systems may remain in place and only the required ventilation air will be supplied to these rooms, via the new rooftop HVAC unit. In this scenario, the offices will still maintain individual temperature control, independent of the new rooftop HVAC unit. Alternatively, these split systems can be removed, and all spaces can be served entirely by the new rooftop HVAC unit.

Men's and Women's Locker Rooms

The gas furnaces serving the locker rooms appear to have been installed in 2003. At approximately 17 years of age, these systems should be replaced in the next 5 years.

Unless cooling is desired by the owner, we recommend replacing these furnace units with a similar heating-only gas furnace system.

If cooling is an Owner requirement, we recommend replacing each furnace with a new heat pump split system (approximately 2-ton nominal capacity each). A new horizontal indoor fan coil will be installed in each locker room and will be connected to a roof-mounted heat pump condensing unit via refrigerant piping.

The only code ventilation requirement for the locker rooms is exhaust, which is currently provided by the existing wall-mounted exhaust fans. These exhaust fans were installed within the last year and should not

require replacement or modification, unless Architectural changes require revisions to the fan locations or duct layout.

Main Electrical Room

The split system serving the main electrical room was installed in 2018. At only 2 years of age, this system should be in good working condition and should not require replacement. However, if the current Electrical Room location is proposed to move within the building, we would recommend relocating the split system serving it. Depending on the distance this space will move, the indoor fan coil may be the only equipment required to move. If the resulting refrigerant pipe lengths are still within manufacturer's requirements, the outdoor roof-mounted condensing unit may remain in its current location and only the indoor fan coil would move, and new refrigerant piping be provided.

Similarly, the inline exhaust fan currently serving the Electrical Room should be relocated along with the Electrical Room as necessary.

New Restrooms

Where new restrooms are proposed, code requires exhaust to be provided. For single-use small toilet rooms, we recommend installing a new ceiling-mounted exhaust fan to be interlocked with the restroom light switch. The fan will turn on when the lights are on. For larger multi-person restrooms, we recommend installing a new roof-mounted down-blast type fan to run continuously.

Plumbing

EXISTING CONDITIONS

Office, Lobby, and Staff Break Room Areas

Currently there are sinks installed in the countertops and plumbing to the building water, waste and vent systems. Some sinks have a small tank type water heater sitting under the counter to provide hot water to the sink. Fan coil drain lines are routed down the wall and spill into the sink. Floor drains are located in some of these spaces.

Men's and Women's Locker Rooms

Both restrooms have wall mounted showers with push button controls. Shower panels are flush with wall indicating that all plumbing serving the shower is located within the walls. Both restrooms have lavatories with manual faucets and water closet with manual flushometers. The Men's restroom also has floor mounted urinals with manual flushometers. Floor drains are currently located in these spaces and there is a small trench drain located at the showers.

Main Electrical Room

There is an existing service sink located in this room. The fan coil unit in this room has the condensate drain line spilling into the top of the service sink.

Pool Equipment Room

Currently there is a high efficiency gas water heater located in this room that serves the buildings domestic hot water system.

RECOMMENDATIONS

Office, Lobby, and Staff Break Room Areas

The sinks in these rooms are well worn and should be replaced. The faucets should be replaced as well with water saving faucets. It appears that some of the floor drains and floor cleanouts are also discolored and rusted and should be replaced as well.

Men's and Women's Locker Rooms

The showers appear to be in fair condition and the components inside should be inspected to verify they are still in good working condition. Life expectancy is roughly another 5 years. The shower drains should be replaced with new drains and using materials that prevent rusting. It should also be verified that floor slopes away from bathers and wastewater from one shower does not go in the path of another bather.

Lavatories appear to be in fair condition. Recommendation would be that they be replaced with updated fixtures. Faucets should also be replaced with sensor type faucets or low flow fixtures to reduce water consumption.

Water closets appear to be a mix of tank type and flush valve. Water closets that are flush valve appear to be in fair condition, but the flush valves appear to have discoloration on the finish. Recommendation would be to replace the water closets and flushometers with new fixtures. Dual flush or sensor type flushometers are recommended for water savings. Where tank type water closets are installed, they should be replaced with flushometer type if possible.

Where floor drains or floor cleanouts are discolored and rusty, they should be place with new drains made of materials to prevent rusting such as plastic or stainless steel.

Main Electrical Room

The service sink is in poor condition and should be replaced.

Pool Equipment Room

The existing domestic water heater is in good condition with a life expectancy of another 5 – 10 years. Some of the gas piping within the room appears to be rusted and should be replaced.

Piping and Natural Gas Service

It is anticipated that the domestic water piping should be replaced. Sanitary sewer piping should be scoped and replaced as needed. The existing natural gas service should be able to accommodate any new gas loads.

Electrical

EXISTING CONDITIONS

Electrical and Lighting

Office, Lobby, and Staff Break Room Areas

Existing lighting are surface wraparounds with fluorescent lamps and are controlled by wall toggle switches. Does not meet current code which requires some kind of automatic on/off and multi-switching capability.

Extension cords are used to connect to the power receptacles which appear to not be adequately provided in each room. Receptacles do not meet current code which requires half of them to be switched by means of an automatic sensor.

Men's and Women's Locker Rooms

Lighting are wet listed surface wraps with fluorescent lamps and are controlled by wall toggle switches located in the office hallway.

Main Electrical Room

Existing lighting is a surface striplight with fluorescent lamps and is controlled by a wall toggle switch.

Existing electrical service is 400 amps at 120/240V, 3 phase, 4 wire with GE panels. Canby Utility is the service provider. Utility meter and CT cabinet are located on the exterior of the building on the West side.

Electrical panels appear to be original to when building was built in 1989 and are 31 years old. Life expectancy of electrical equipment panels are usually 25 to 30 years. Based on this the electrical equipment panels are past it's useful life. There is surface rust on the panels.

Below are the following electrical panels in the room:

- Main Panel MDP - 400 amps at 120/240V, 3 phase, 4 wire.
- Panels below are fed from MDP
 - Panel A – 200 amps at 120/240V, 3 phase, 4 wire
 - Panel B – 200 amps at 120/240V, 3 phase, 4 wire
 - Panel C – 100 amp, 120/240V, 1 phase, 3 wire.
 - Spare – 100 amp, 3 pole breaker
 - Panel E, shown on the original as-builts appears to have been removed.

RECOMMENDATIONS

Office, Lobby, and Staff Break Room Areas

New linear surface LED lighting controlled via ceiling mounted occupancy sensors and manual toggle switches.

Provide new receptacles in office and open office with half of them automatically switched as required per current code.

Men's and Women's Locker Rooms

Provide new linear wet listed surface LED lighting, connected to an emergency source such as a lighting inverter. New occupancy sensors to control lighting and wall switches located in main office.

Replace existing receptacles and add new as required.

Main Electrical Room

Provide new linear surface LED lighting, connected to an emergency source such as a lighting inverter.

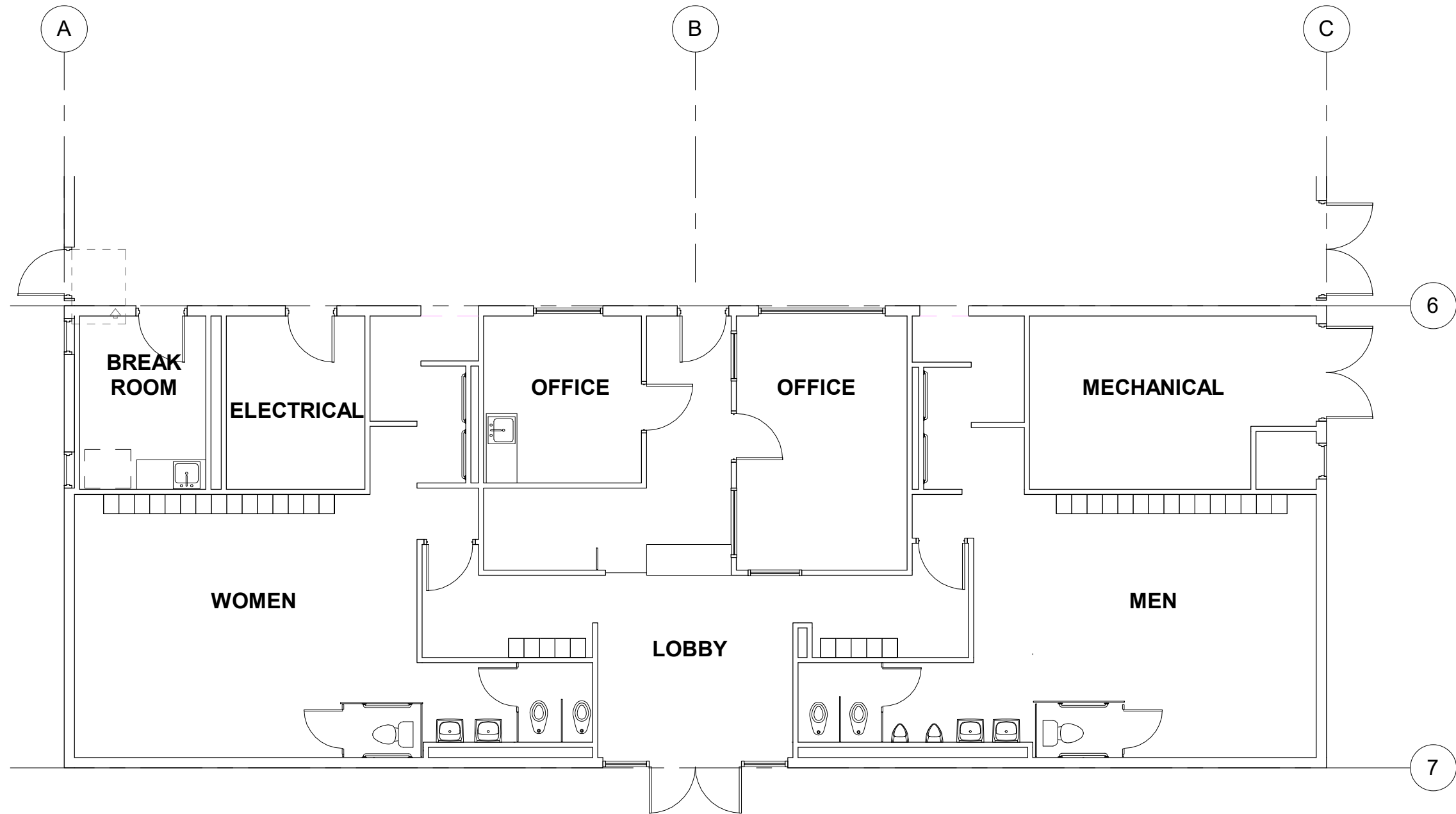
Replace all electrical panels MDP, A, B and C.

Replace existing receptacles.

New Restrooms

Where new restrooms are proposed, provide new surface linear LED lighting and automatic controls.

Provide new receptacle for maintenance.



CANBY SWIM CENTER

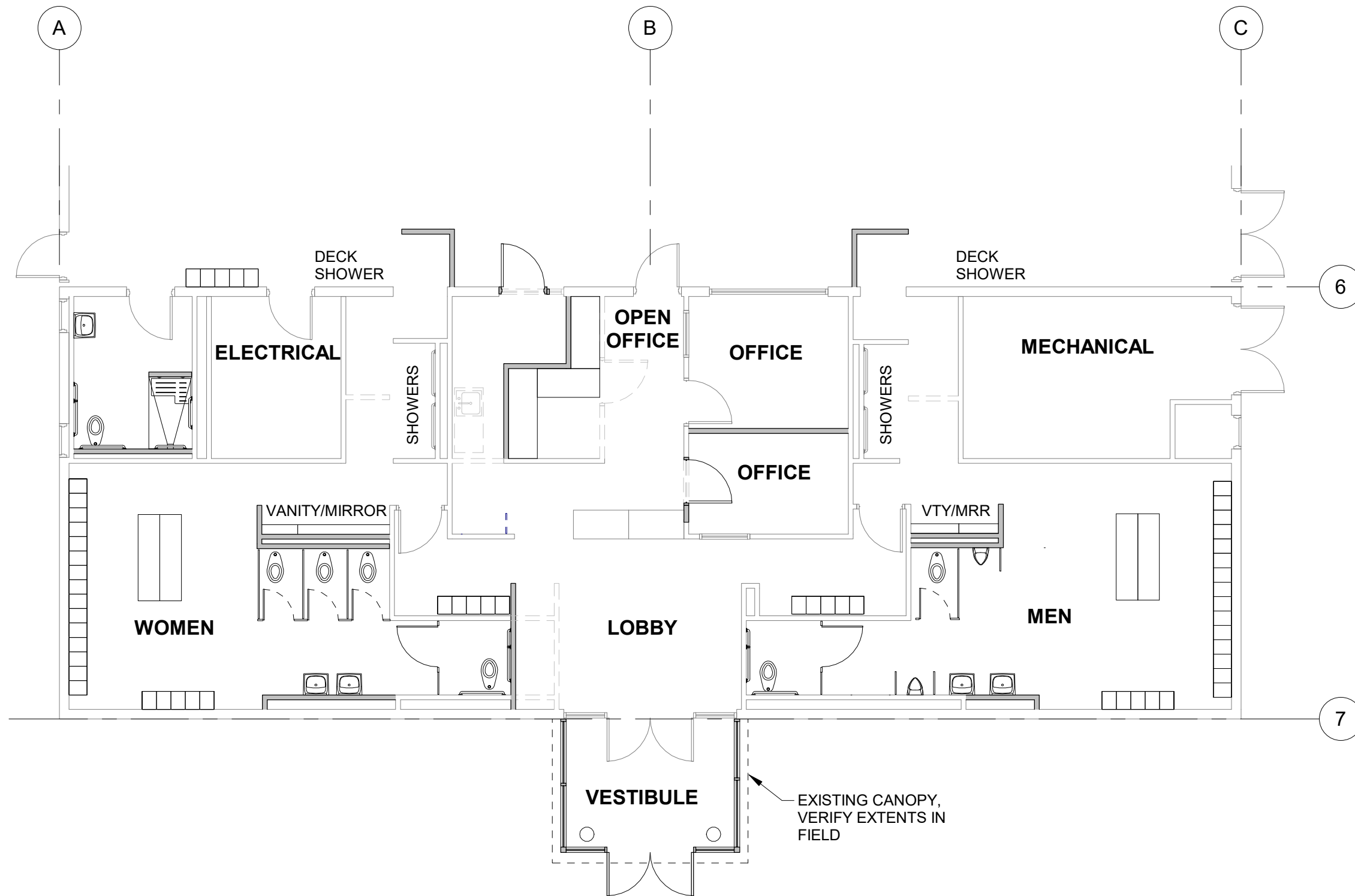
EXISTING PLAN

1150 S Ivy Street
Canby, Oregon
09/29/20 | JOB # 20132



1/8" = 1'-0"

S|E A
SCOTT | EDWARDS ARCHITECTURE



Option 2A Features:

- New screen walls to block sight lines into Locker Rooms
- Removes intermediate wall in shower areas for improved circulation paths between Locker Rooms and pool deck
- Creates Accessible Family Changing Room in former Break Room
- Adds second plumbing wall to increase fixture count in Locker Rooms
- Subdivides large office to create two offices
- Removes small office to create open office area and circulation path to pool deck
- Adds deck showers
- Adds Vestibule under existing canopy

CANBY SWIM CENTER

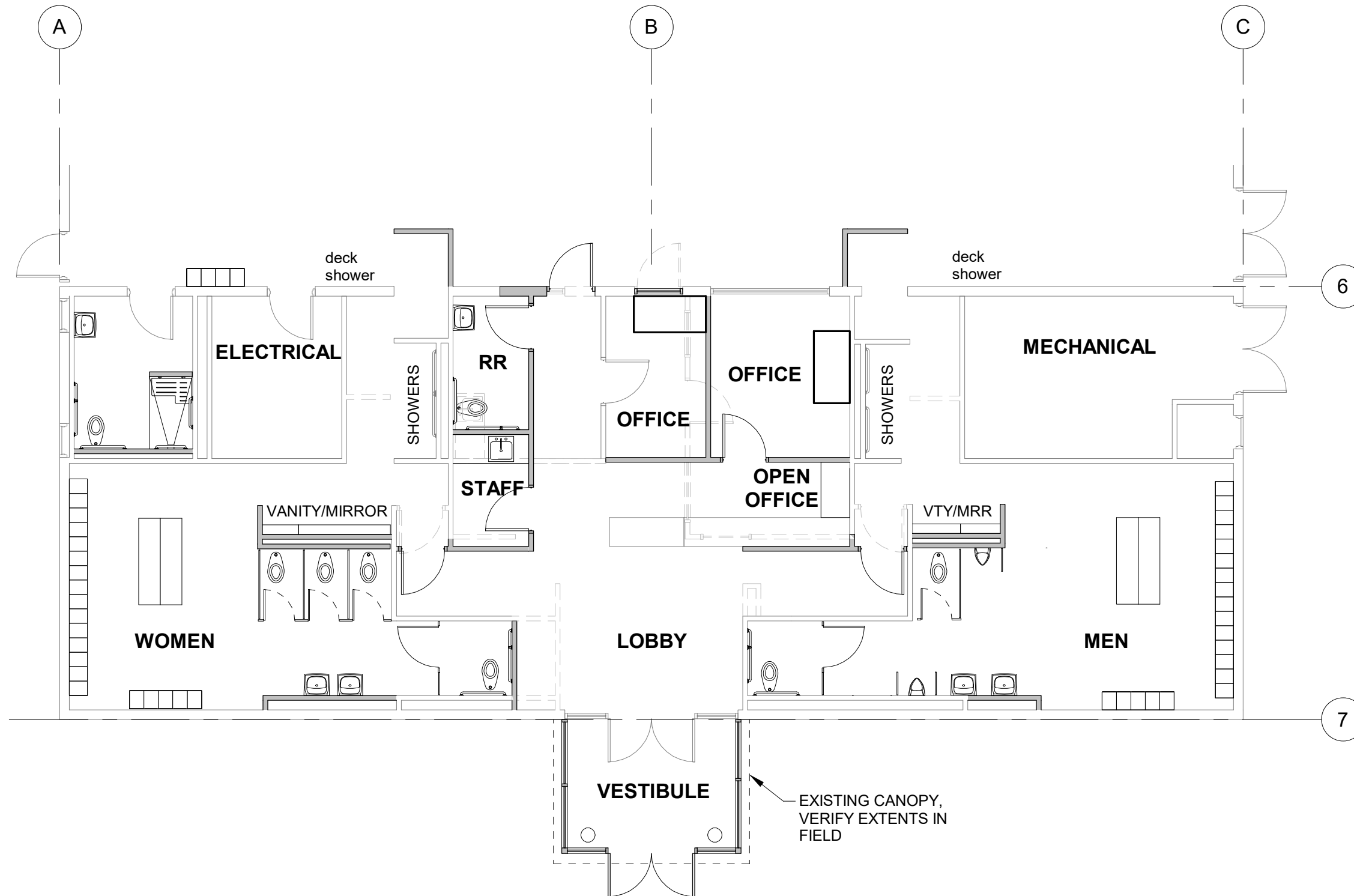
OPTION 2A

1150 S Ivy Street
Canby, Oregon
10/25/20 | JOB # 20132



1/8" = 1'-0"

S|E A
SCOTT | EDWARDS ARCHITECTURE



Option 2B Features:

- New screen walls to block sight lines into Locker Rooms
- Removes intermediate wall in shower areas for improved circulation paths between Locker Rooms and pool deck
- Creates Accessible Family Changing Room in former Break Room
- Adds second plumbing wall to increase fixture count in Locker Rooms
- Reconfigures office space to create (2) offices, open office area, small staff room, unisex toilet, and circulation path to pool deck
- Adds deck showers
- Adds Vestibule under existing canopy

CANBY SWIM CENTER

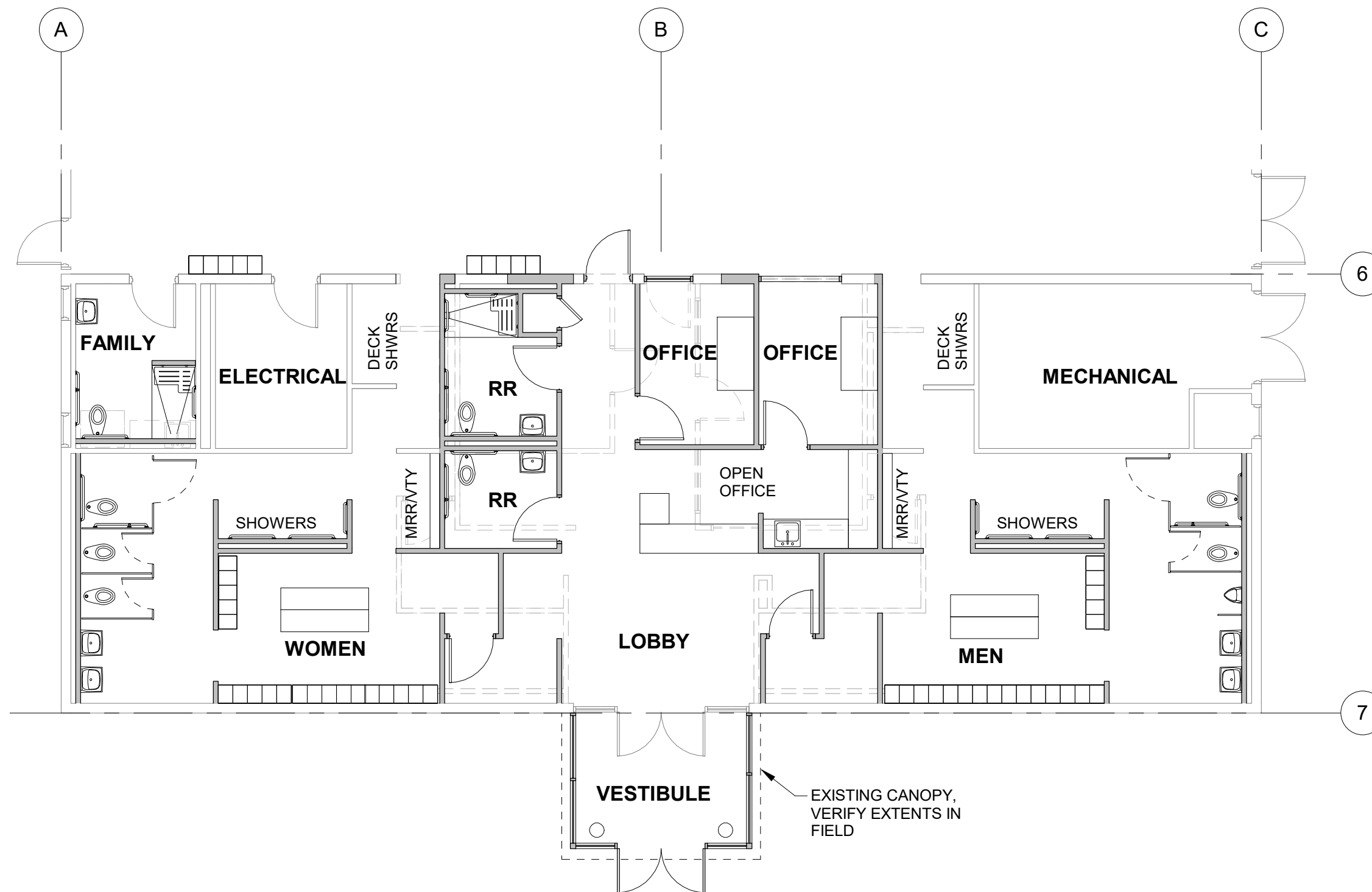
OPTION 2B

1150 S Ivy Street
Canby, Oregon
10/25/20 | JOB # 20132



1/8" = 1'-0"

S|E A
SCOTT | EDWARDS ARCHITECTURE



Option 3A Features:

- Creates Accessible Family Changing Room in former Break Room
- Creates new plumbing walls in Locker Rooms for toilet and shower areas.
- Converts existing shower area to circulation path with deck showers
- Creates two offices, open office area and two unisex restrooms.
- Adds Vestibule under existing canopy

CANBY SWIM CENTER

OPTION 3A

1150 S Ivy Street
Canby, Oregon
10/25/20 | JOB # 20132



1/8" = 1'-0"

S|E A
SCOTT | EDWARDS ARCHITECTURE

CANBY SWIM CENTER - CANBY, OR
10/25/20 DOCUMENTS - OPTION 2A

2,765 SF

1-6-21							
		QUANTITY	UNIT	RATE	TOTAL		NOTES
DIVISION 1	GENERAL						
	SUPERVISION	250	HR	75.00	18,750		
	TRUCK/FUEL/PHONE/ETC.	2.50	MO	800.00	2,000		
	TEMP TOILET/WASHSTATION	2.50	MO	400.00	1,000		
	FIRST AID/SAFETY PROVISIONS	1.00	LS	300.00	300		
	PRINTING FEES	1.00	LS	220.00	220		
	PROJECT MANAGER/PROJECT ENGINEER	1	LS	5,200.00	5,200		
	FINAL CLEANING	2,765	SF	0.50	1,383		
.	DUMP FEES	1	LS	2,000.00	2,000		
	UTILITY FEES				BY OWNER		
	TEMP FANSALLOW ANCE	1	LS	300.00	300		
	PUNCH LIST	30	HR	75.00	2,250		
	OWNER CONTENTS - SALVAGE/MOVE				BY OWNER		
						33,403	
DIVISION 2	EXISTING CONDITIONS & DEMOLITION						
022001	DEMO SLAB ON GRADE	406	SF	15.00	6,090		
022002	HAND EXCAVATION @ NEW FOOTING LOCATIONS	7	CY	510.00	3,570		
024104	SAWCUT FOR MASONRY WALLS	10	EA	300.00	3,000		
024105	DEMO MASONRY WALLS	50	LF	55.00	2,750		
024105	DEMO CEILING	120	SF	9.00	1,080		
024110	DEMO DOORS	1	EA	130.00	130		
024120	DEMO TOILET PARTITIONS	6	EA	65.00	390		
						17,010	
DIVISION 3	CONCRETE						
032000	REINFORCING STEEL	1	LS	2,000.00	2,000		
033001	CONTINUOUS FOOTINGS - 18" WIDE X 8" DEEP	123	LF	46.00	5,658		
033003	NEW SLAB INFILLS	406	SF	13.00	5,278		
033008	EPOXY ANCHORS @ NEW SLAB TIE INS	235	EA	50.00	11,750		
033010	CONCRETE WASHOUT	1	LS	700.00	700		
						25,386	
DIVISION 4	MASONRY						
042000	CMU WALLS	1,230	SF	30.00	36,900		
043000	MASONRY DOWELING	1	LS	3,000.00	3,000		
						39,900	
DIVISION 5	METALS						
055200	SUPPORT CHANNELS @ DOORWAY	2	EA	600.00	1,200		
						1,200	
DIVISION 6	WOODS/PLASTICS/COMPOSITES						
060009	CARPENTRY - ROOF STRUCTURE FOR MECHANICAL	1	LS	4,000.00	4,000		
064100	CASEWORK						
	DESK @ OPEN OFFICE				BY OWNER		
	VANITY ALLOWANCE	16	LF	100.00	1,600		
						5,600	
DIVISION 7	THERMAL & MOISTURE PROTECTION						
073200	ROOF CURB ALLOW ANCE	3	LS	300.00	900		
075113	ROOF PATCHING FOR MECHANICAL	1	LS	2,500.00	2,500		
						3,400	
DIVISION 8	OPENINGS						
081000	NEW DOORS / FRAMES / HARDWARE	2	EA	2,100.00	4,200		
						4,200	
DIVISION 9	FINISHES						
092116	DRYW ALL PATCHING /REPAIR	1	LS	2,000.00	2,000		
092121	INSTALL HM FRAMES	1	EA	200.00	200		
093005	TILE	1	LS	3,000.00	3,000		

10/25/20 DOCUMENTS - OPTION 2A

1-6-21

		QUANTITY	UNIT	RATE	TOTAL		NOTES
093006	EPOXY FLOORING PATCH	120	SF	30.00	3,600	17,689	
095105	GYP CEILINGS	120	SF	12.00	1,440		
099000	PAINTING	2,765	SF	2.60	7,189		
099003	INTERIOR PAINTING - DOORS/FRAMES	2	EA	130.00	260		
DIVISION 10	SPECIALTIES						
101400	SIGNAGE				BY OWNER		
102113	PLASTIC TOILET COMPARTMENTS	6	EA	1,400.00	8,400		
102114	URINAL SCREEN	3	EA	420.00	1,260		
102800	TOILET & BATH ACCESSORIES						
	TOILET PAPER DISPENSER	7	EA	53.00	371	16,491	
	WASTE RECEPTACLE	3	EA	175.00	525		
	PAPER TOWEL DISPENSER	5	EA	85.00	425		
	SEAT COVER DISPENSER	7	EA	235.00	1,645		
	SOAP DISPENSER	5	EA	95.00	475		
	MIRRORS	10	EA	160.00	1,600		
	GRAB BARS	8	EA	80.00	640		
	SHOWER SEAT	1	EA	300.00	300		
	SHOWER CURTAIN	1	EA	100.00	100		
	SANITARY NAPKIN DISPOSAL	5	EA	150.00	750		
						85,150	
DIVISION 22	PLUMBING						
220100	TOILETS	7	EA	2,700.00	18,900		
220101	URINALS	2	EA	2,500.00	5,000		
220102	SINKS	6	EA	2,000.00	12,000		
220103	DECK SHOWERS	2	EA	5,100.00	10,200		
220104	FLOOR DRAIN REPLACEMENT -4 MISC + 2 @ SHOWERS	6	EA	2,200.00	13,200		
220105	FLOOR CLEANOUT REPLACEMENT	4	EA	500.00	2,000		
220203	UNDERSLAB WASTE LINE	55	LF	70.00	3,850		
220204	DOMESTIC WATER LINE REPLACEMENT ALLOWANCE	1	LS	20,000.00	20,000		Unknown
						41,700	
DIVISION 23	HVAC						
230500	NEW 5 TON UNIT	1	EA	14,000.00	14,000		
230501	NEW 2 TON UNIT	2	EA	10,500.00	21,000		
230502	GAS PIPING	1	LS	5,200.00	5,200		
230509	COMMISSIONING/BALANCING/OWNER TRAINING	1	LS	1,500.00	1,500		
DIVISION 26,27,28	ELECTRICAL, COMMUNICATIONS, ELECTRONIC SAFETY & SECURITY						
260200	DEMOLITION	1	LS	1,000.00	1,000		
260300	100A PANEL REPLACEMENT	1	EA	3,800.00	3,800		
260301	200A PANEL REPLACEMENT	2	EA	5,200.00	10,400	68,875	
260302	400A PANEL REPLACEMENT	1	EA	7,000.00	7,000		
260510	NEW PLUGS/SWITCHES	1	LS	3,200.00	3,200		
261000	EQUIPMENT CONNECTIONS	1	LS	2,000.00	2,000		
261600	LIGHTING/LIGHT CONTROL	2,765	SF	15.00	41,475		
	OPTION 2A DIRECT COST				360,004		
	MARKUP (10%)				36,000		
	SUBTOTAL 1 - DC + MU				396,004		
	CAT TAX				1,782		
	SUBTOTAL 2 - (ST1 + CAT TAX)				397,786		
	BONDING/INSURANCE				7,956		
	SUBTOTAL 3 - (ST2 + B/I)				405,742		
	CONTINGENCY (15% X DIRECT COST)				54,001		

		QUANTITY	UNIT	RATE	TOTAL		NOTES
	ESTIMATED OPTION 2A PROJECT TOTAL				459,742		

CANBY SWIM CENTER - CANBY, OR
10/25/20 DOCUMENTS - OPTION 2B

2,765 SF

1-6-21							
		QUANTITY	UNIT	RATE	TOTAL		NOTES
DIVISION 1	GENERAL						
	SUPERVISION	250	HR	75.00	18,750		
	TRUCK/FUEL/PHONE/ETC.	2.50	MO	800.00	2,000		
	TEMP TOILET/WASHSTATION	2.50	MO	400.00	1,000		
	FIRST AID/SAFETY PROVISIONS	1.00	LS	300.00	300		
	PRINTING FEES	1.00	LS	220.00	220		
	PROJECT MANAGER/PROJECT ENGINEER	1	LS	5,200.00	5,200		
	FINAL CLEANING	2,765	SF	0.50	1,383		
.	DUMP FEES	1	LS	2,000.00	2,000		
	UTILITY FEES				BY OWNER		
	TEMP FANSALLOW ANCE	1	LS	300.00	300		
	PUNCH LIST	30	HR	75.00	2,250		
	OWNER CONTENTS - SALVAGE/MOVE				BY OWNER		
						33,403	
DIVISION 2	EXISTING CONDITIONS & DEMOLITION						
022001	DEMO SLAB ON GRADE	436	SF	15.00	6,540		
022002	HAND EXCAVATION @ NEW FOOTING LOCATIONS	9	CY	510.00	4,590		
024104	SAWCUT FOR MASONRY WALLS	14	EA	300.00	4,200		
024105	DEMO MASONRY WALLS	88	LF	55.00	4,840		
024105	DEMO CEILING	200	SF	9.00	1,800		
024110	DEMO DOORS	4	EA	130.00	520		
024120	DEMO TOILET PARTITIONS	6	EA	65.00	390		
						22,880	
DIVISION 3	CONCRETE						
032000	REINFORCING STEEL	1	LS	2,510.00	2,510		
033001	CONTINUOUS FOOTINGS - 18" WIDE X 8" DEEP	167	LF	46.00	7,682		
033003	NEW SLAB INFILLS	436	SF	13.00	5,668		
033008	EPOXY ANCHORS @ NEW SLAB TIE INS	320	EA	50.00	16,000		
033010	CONCRETE WASHOUT	1	LS	700.00	700		
						32,560	
DIVISION 4	MASONRY						
042000	CMU WALLS	1,670	SF	30.00	50,100		
043000	MASONRY DOWELING	1	LS	3,800.00	3,800		
						53,900	
DIVISION 5	METALS						
055200	SUPPORT CHANNELS @ DOORWAY	2	EA	600.00	1,200		
						1,200	
DIVISION 6	WOODS/PLASTICS/COMPOSITES						
060009	CARPENTRY - ROOF STRUCTURE FOR MECHANICAL	1	LS	4,000.00	4,000		
064100	CASEWORK						
	DESK @ OFFICES				BY OWNER		
	VANITY ALLOWANCE	16	LF	100.00	1,600		
						5,600	
DIVISION 7	THERMAL & MOISTURE PROTECTION						
073200	ROOF CURB ALLOW ANCE	3	LS	300.00	900		
075113	ROOF PATCHING FOR MECHANICAL	1	LS	2,500.00	2,500		
						3,400	
DIVISION 8	OPENINGS						
081000	NEW DOORS / FRAMES / HARDWARE	5	EA	2,100.00	10,500		
088000	WINDOW @ OFFICE	1	EA	800.00	800		
						11,300	
DIVISION 9	FINISHES						
092116	DRYW ALL PATCHING/REPAIR	1	LS	2,900.00	2,900		
092121	INSTALL HM FRAMES	5	EA	200.00	1,000		

10/25/20 DOCUMENTS - OPTION 2B

1-6-21

		QUANTITY	UNIT	RATE	TOTAL		NOTES
093005	TILE	1	LS	3,000.00	3,000	20,379	
093006	EPOXY FLOORING PATCH	140	SF	30.00	4,200		
095105	GYP CEILINGS	120	SF	12.00	1,440		
099000	PAINTING	2,765	SF	2.60	7,189		
099003	INTERIOR PAINTING - DOORS/FRAMES	5	EA	130.00	650		
DIVISION 10	SPECIALTIES						
101400	SIGNAGE				BY OWNER		
102113	PLASTIC TOILET COMPARTMENTS	6	EA	1,400.00	8,400		
102114	URINAL SCREEN	3	EA	420.00	1,260		
102800	TOILET & BATH ACCESSORIES					17,784	
	TOILET PAPER DISPENSER	8	EA	53.00	424		
	WASTE RECEPTACLE	4	EA	175.00	700		
	PAPER TOWEL DISPENSER	7	EA	85.00	595		
	SEAT COVER DISPENSER	8	EA	235.00	1,880		
	SOAP DISPENSER	7	EA	95.00	665		
	MIRRORS	11	EA	160.00	1,760		
	GRAB BARS	10	EA	80.00	800		
	SHOWER SEAT	1	EA	300.00	300		
	SHOWER CURTAIN	1	EA	100.00	100		
	SANITARY NAPKIN DISPOSAL	6	EA	150.00	900	92,900	
DIVISION 22	PLUMBING						
220100	TOILETS	8	EA	2,700.00	21,600		
220101	URINALS	2	EA	2,500.00	5,000		
220102	SINKS	8	EA	2,000.00	16,000		
220103	DECK SHOWERS	2	EA	5,100.00	10,200		
220104	FLOOR DRAIN REPLACEMENT - 4 MISC + 2 @ SHOWERS	6	EA	2,200.00	13,200		
220105	FLOOR CLEANOUT REPLACEMENT	4	EA	500.00	2,000		
220203	UNDERSLAB WASTE LINE	70	LF	70.00	4,900		
220204	DOMESTIC WATER LINE REPLACEMENT ALLOWANCE	1	LS	20,000.00	20,000	41,700	Unknown
DIVISION 23	HVAC						
230500	NEW 5 TON UNIT	1	EA	14,000.00	14,000		
230501	NEW 2 TON UNIT	2	EA	10,500.00	21,000		
230502	GAS PIPING	1	LS	5,200.00	5,200		
230509	COMMISSIONING/BALANCING/OWNER TRAINING	1	LS	1,500.00	1,500		
DIVISION 26,27,28	ELECTRICAL, COMMUNICATIONS, ELECTRONIC SAFETY & SECURITY						
260200	DEMOLITION	1	LS	1,000.00	1,000	68,875	
260300	100A PANEL REPLACEMENT	1	EA	3,800.00	3,800		
260301	200A PANEL REPLACEMENT	2	EA	5,200.00	10,400		
260302	400A PANEL REPLACEMENT	1	EA	7,000.00	7,000		
260510	NEW PLUGS/SWITCHES	1	LS	3,200.00	3,200		
261000	EQUIPMENT CONNECTIONS	1	LS	2,000.00	2,000		
261600	LIGHTING/LIGHT CONTROL	2,765	SF	15.00	41,475		
	OPTION 2A DIRECT COST				405,881		
	MARKUP (10%)				40,588		
	SUBTOTAL 1 - DC + MU				446,469		
	CAT TAX				2,009		
	SUBTOTAL 2 - (ST1 + CAT TAX)				448,478		
	BONDING/INSURANCE				8,970		
	SUBTOTAL 3 - (ST2 + B/I)				457,447		

10/25/20 DOCUMENTS - OPTION 2B

1-6-21

		QUANTITY	UNIT	RATE	TOTAL		NOTES
	CONTINGENCY (15% X DIRECT COST)				60,882		
	ESTIMATED OPTION 2B PROJECT TOTAL				518,329		

CANBY SWIM CENTER - CANBY, OR
10/25/20 DOCUMENTS - OPTION 3A

2,765 SF

1-6-21							
		QUANTITY	UNIT	RATE	TOTAL		NOTES
DIVISION 1	GENERAL						
	SUPERVISION	300	HR	75.00	22,500		
	TRUCK/FUEL/PHONE/ETC.	3.00	MO	800.00	2,400		
	TEMP TOILET/WASHSTATION	3.00	MO	400.00	1,200		
	FIRST AID/SAFETY PROVISIONS	1.00	LS	300.00	300		
	PRINTING FEES	1.00	LS	220.00	220		
	PROJECT MANAGER/PROJECT ENGINEER	1	LS	6,600.00	6,600		
	FINAL CLEANING	2,765	SF	0.50	1,383		
.	DUMP FEES	1	LS	3,300.00	3,300		
	UTILITY FEES				BY OWNER		
	TEMP FANSALLOW ANCE	1	LS	300.00	300		
	PUNCH LIST	40	HR	75.00	3,000		
	OWNER CONTENTS - SALVAGE/MOVE				BY OWNER		
						41,203	
DIVISION 2	EXISTING CONDITIONS & DEMOLITION						
022001	DEMO SLAB ON GRADE	1,239	SF	15.00	18,585		
022002	HAND EXCAVATION @ NEW FOOTING LOCATIONS	21	CY	510.00	10,710		
024104	SAWCUT FOR MASONRY WALLS	10	EA	300.00	3,000		
024105	DEMO MASONRY WALLS	194	LF	55.00	10,670		
024105	DEMO CEILING	800	SF	9.00	7,200		
024110	DEMO DOORS	5	EA	130.00	650		
024120	DEMO TOILET PARTITIONS	6	EA	65.00	390		
						51,205	
DIVISION 3	CONCRETE						
032000	REINFORCING STEEL	1	LS	5,400.00	5,400		
033001	CONTINUOUS FOOTINGS - 18" WIDE X 8" DEEP	315	LF	46.00	14,490		
033003	NEW SLAB INFILLS	1,239	SF	13.00	16,107		
033008	EPOXY ANCHORS @ NEW SLAB TIE INS	705	EA	50.00	35,250		
033010	CONCRETE WASHOUT	1	LS	1,200.00	1,200		
						72,447	
DIVISION 4	MASONRY						
042000	CMU WALLS	3,150	SF	30.00	94,500		
043000	MASONRY DOWELING	1	LS	6,500.00	6,500		
						101,000	
DIVISION 5	METALS						
055200	SUPPORT CHANNELS @ DOORWAY	2	EA	600.00	1,200		
						1,200	
DIVISION 6	WOODS/PLASTICS/COMPOSITES						
060009	CARPENTRY - ROOF STRUCTURE FOR MECHANICAL	1	LS	4,000.00	4,000		
064100	CASEWORK						
	DESK @ OPEN OFFICE				BY OWNER		
	VANITY ALLOWANCE	14	LF	100.00	1,400		
						5,400	
DIVISION 7	THERMAL & MOISTURE PROTECTION						
073200	ROOF CURB ALLOW ANCE	3	LS	300.00	900		
075113	ROOF PATCHING FOR MECHANICAL	1	LS	2,500.00	2,500		
						3,400	
DIVISION 8	OPENINGS						
081000	NEW DOORS / FRAMES / HARDWARE	8	EA	2,100.00	16,800		
						16,800	
DIVISION 9	FINISHES						
092116	DRYW ALL PATCHING /REPAIR	1	LS	5,500.00	5,500		
092121	INSTALL HM FRAMES	8	EA	200.00	1,600		
093005	TILE	1	LS	16,000.00	16,000		

10/25/20 DOCUMENTS - OPTION 3A

1-6-21

		QUANTITY	UNIT	RATE	TOTAL		NOTES
093006	EPOXY FLOORING	1,139	SF	22.00	25,058	67,093	
095105	GYP CEILINGS	800	SF	12.00	9,600		
099000	PAINTING	2,765	SF	3.00	8,295		
099003	INTERIOR PAINTING - DOORS/FRAMES	8	EA	130.00	1,040		
DIVISION 10	SPECIALTIES						
101400	SIGNAGE				BY OWNER		
102113	PLASTIC TOILET COMPARTMENTS	5	EA	1,400.00	7,000		
102114	URINAL SCREEN	1	EA	420.00	420		
102800	TOILET & BATH ACCESSORIES						
	TOILET PAPER DISPENSER	9	EA	53.00	477	32,027	
	WASTE RECEPTACLE	5	EA	175.00	875		
	PAPER TOWEL DISPENSER	8	EA	85.00	680		
	SEAT COVER DISPENSER	9	EA	235.00	2,115		
	SOAP DISPENSER	8	EA	95.00	760		
	MIRRORS	14	EA	160.00	2,240		
	GRAB BARS	22	EA	80.00	1,760		
	SHOWER SEAT	2	EA	300.00	600		
	SHOWER CURTAIN	2	EA	100.00	200		
	SANITARY NAPKIN DISPOSAL	6	EA	150.00	900	127,510	
105000	LOCKER & BENCH RELOCATION - INCLUDING DEMO OF OLD BASES & CONSTRUCT NEW BA	1	LS	14,000.00	14,000		
DIVISION 22	PLUMBING						
220100	TOILETS	8	EA	2,700.00	21,600		
220101	URINALS	1	EA	2,500.00	2,500		
220102	SINKS	9	EA	2,000.00	18,000		
220103	DECK SHOWERS	6	EA	5,100.00	30,600		
220104	FLOOR DRAIN REPLACEMENT -4 MESC + 4 @ SHOWERS	8	EA	2,200.00	17,600		
220105	FLOOR CLEANOUT REPLACEMENT	6	EA	500.00	3,000		
220203	UNDERSLAB WASTE LINE	203	LF	70.00	14,210	41,700	
220204	DOMESTIC WATER LINE REPLACEMENT ALLOWANCE	1	LS	20,000.00	20,000		Unknown
DIVISION 23	HVAC						
230500	NEW 5 TON UNIT	1	EA	14,000.00	14,000		
230501	NEW 2 TON UNIT	2	EA	10,500.00	21,000		
230502	GAS PIPING	1	LS	5,200.00	5,200		
230509	COMMISSIONING/BALANCING/OWNER TRAINING	1	LS	1,500.00	1,500		
DIVISION 26,27,28	ELECTRICAL, COMMUNICATIONS, ELECTRONIC SAFETY & SECURITY					72,675	
260200	DEMOLITION	1	LS	1,000.00	1,000		
260300	100A PANEL REPLACEMENT	1	EA	3,800.00	3,800		
260301	200A PANEL REPLACEMENT	2	EA	5,200.00	10,400		
260302	400A PANEL REPLACEMENT	1	EA	7,000.00	7,000		
260510	NEW PLUGS/SWITCHES	1	LS	7,000.00	7,000		
261000	EQUIPMENT CONNECTIONS	1	LS	2,000.00	2,000		
261600	LIGHTING/LIGHT CONTROL	2,765	SF	15.00	41,475		
	OPTION 2A DIRECT COST				633,660		
	MARKUP (10%)				63,366		
	SUBTOTAL 1 - DC + MU				697,025		
	CAT TAX				3,137		
	SUBTOTAL 2 - (ST1 + CAT TAX)				700,162		
	BONDING/INSURANCE				14,003		
	SUBTOTAL 3 - (ST2 + B/I)				714,165		

10/25/20 DOCUMENTS - OPTION 3A

1-6-21

		QUANTITY	UNIT	RATE	TOTAL		NOTES
	CONTINGENCY (15% X DIRECT COST)				95,049		
	ESTIMATED OPTION 3A PROJECT TOTAL				809,214		

CANBY SWIM CENTER - CANBY, OR
10/25/20 DOCUMENTS - VESTIBULE

119 SF

1-6-21							
		QUANTITY	UNIT	RATE	TOTAL		NOTES
DIVISION 2	EXISTING CONDITIONS & DEMOLITION						
022001	DEMO EXTERIOR FLATWORK	314	SF	15.00	4,710		
022002	HAND EXCAVATION @ NEW FOOTING LOCATIONS	4	CY	510.00	2,040		
						6,750	
DIVISION 3	CONCRETE						
032000	REINFORCING STEEL	1	LS	2,000.00	2,000		
033001	THK EDGE - 18" WIDE X 18" DEEP	56	LF	70.00	3,920		
033003	NEW SLAB & FLATWORK	314	SF	13.00	4,082		
033010	CONCRETE WASHOUT	1	LS	400.00	400		
						10,402	
DIVISION 7	THERMAL & MOISTURE PROTECTION						
076200	SHEETMETAL/FLASHINGS	1	LS	3,000.00	3,000		
						3,000	
DIVISION 8	OPENINGS						
081000	STOREFRONT	360	SF	135.00	48,600		
						48,600	
DIVISION 9	FINISHES						
096814	W ALK OFF MAT	154	SF	10.00	1,540		
099000	PAINTING - REPAINT CEILING	154	SF	2.60	400		
						1,940	
DIVISION 26,27,28	ELECTRICAL, COMMUNICATIONS, ELECTRONIC SAFETY & SECURITY						
261600	LIGHTING/LIGHT CONTROL				EXISTING		
280000	ACCESS CONTROL				BY OWNER		
						0	
	OPTION 2A DIRECT COST				70,692		
	MARKUP (10%)				7,069		
	SUBTOTAL 1 - DC + MU				77,762		
	CAT TAX				350		
	SUBTOTAL 2 - (ST1 + CAT TAX)				78,112		
	BONDING/INSURANCE				1,562		
	SUBTOTAL 3 - (ST2 + B/I)				79,674		
	CONTINGENCY (15% X DIRECT COST)				10,604		
	ESTIMATED VESTIBULE PROJECT TOTAL				90,278		



Identify, Preserve, Protect

Canby Heritage and Landmark Commission

Annual Report

May 2021

Judi Jarosh – Chair, HLC

Our Discussion Today



Who we are



What we do



2020-2021 Activities

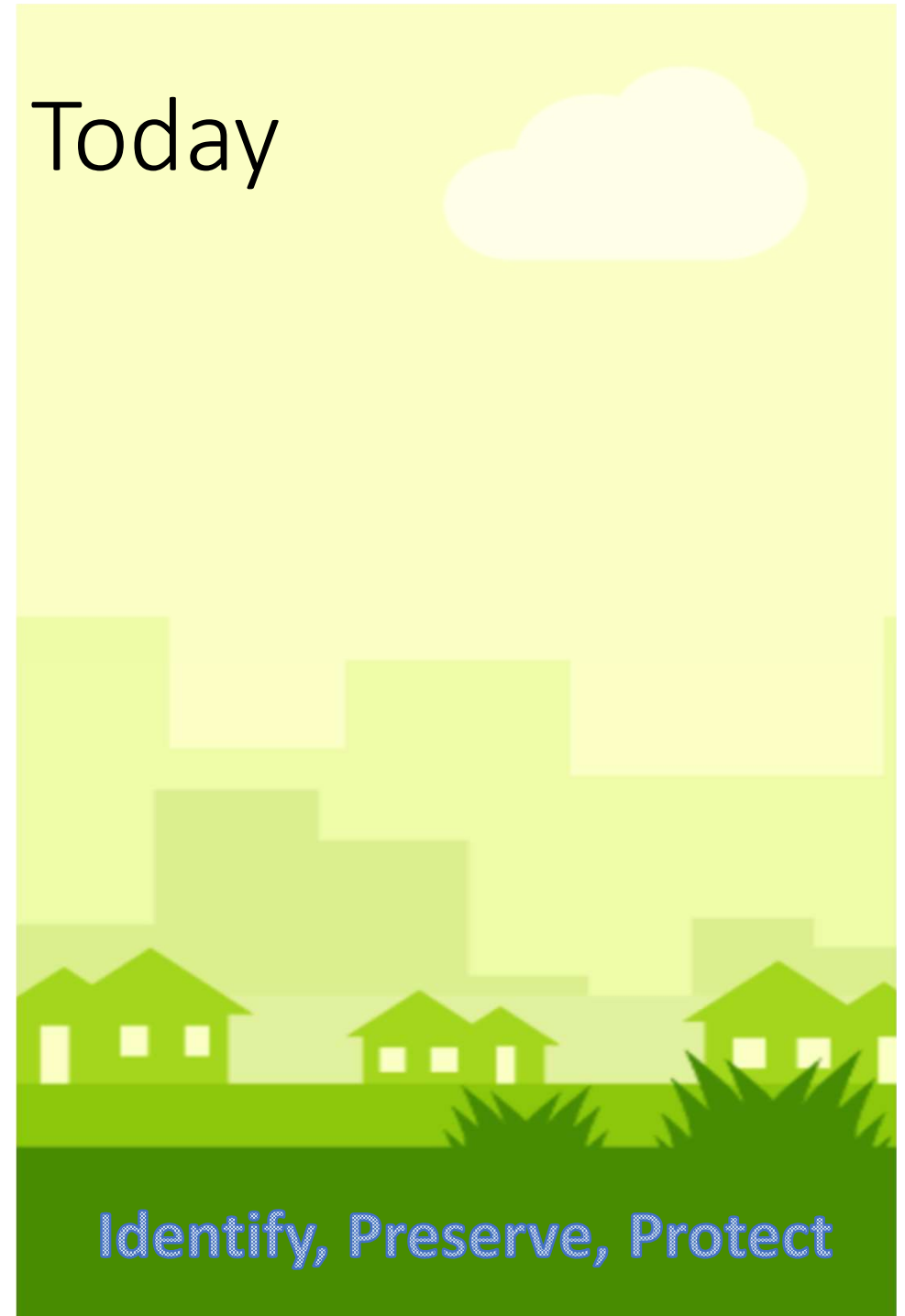
Heritage Surveys, Fairgrounds Research
Zion Cemetery Preservation



Our Request of You



Your Questions,
Comments, Requests



Identify, Preserve, Protect



Some Mighty Fine Folks Who Get Things Done

An Effective Mix of Subject Expertise and Leadership

**Public History
Experts**

Collaborators

Storytellers

Grant
Researchers, Writers,
Managers

History Detectives

Digitizers

Preservationists

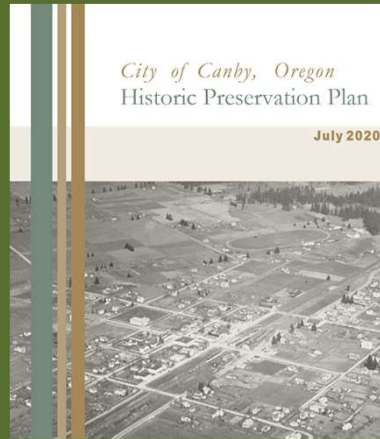
Project Managers

**Caring
Citizens**

"Volunteering at heritage organizations strengthens sense of belonging to a place, community or society."

Source: Oregon Heritage Volunteer Study 2020

2020-2021 HLC Quick Facts



Zion Memorial Cemetery Historic Restoration

- 2020
 - 45 Markers Repaired
 - 85 Markers Cleaned
 - 1,704 historic records updated
- 2021 Grant submitted

Design Review and Approval for the Historic Holly Street City Hall



Research and Write Application to Add
the **Depot to the National Register**

Grants in Progress

\$27,300
CLG

\$12,000
Zion

2020 Project
Volunteer Hours
148 - \$6,200

2021 Planned
Volunteer Hours
230 - \$9,200

Certified Local Government Grant

Survey Historic Properties



Research/Survey Fairgrounds



2021-2022 Certified Local Government Grant

Funded by



in Order to



Surveys are important because they help us identify significant buildings, structures, objects, sites and districts, and focus our limited resources on preservation.

1. *Windshield Survey*

HLC Member Carpool Drive-by verification of 150 properties



2. *NW Vernacular*

Katie Pratt and Spencer Howard.
Detailed Survey data and photos,
reporting, State Database update



3. *Fairgrounds*

Detailed research and survey



Special Thanks to Carol Palmer – CLG Grant Czaress!

Zion Memorial Cemetery

Markers are Lovingly Repaired and Restored Each Year



Special Thanks to Mike Nakano
And the City Grounds Crew

Funded by

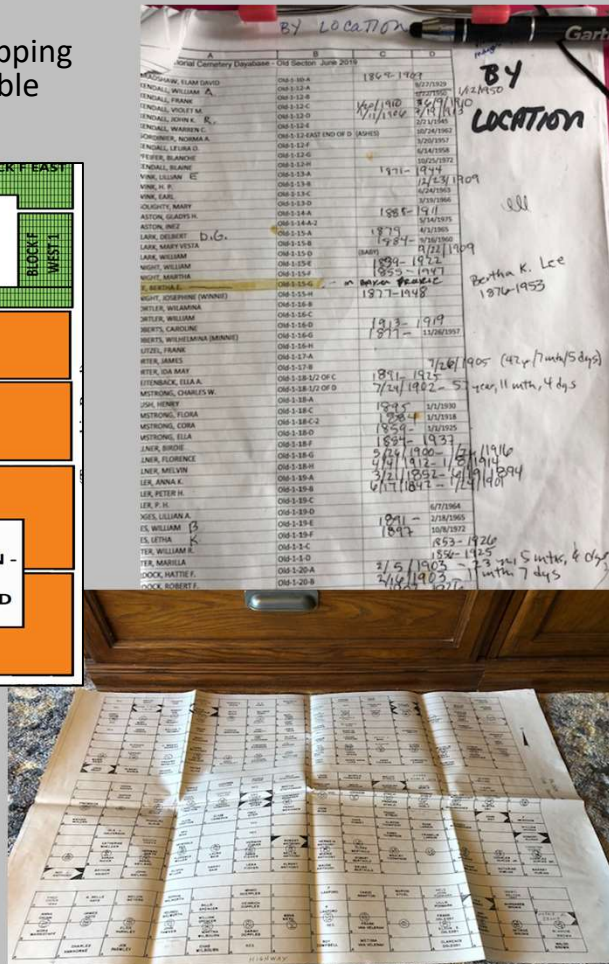


Oregon Heritage
State Historic Preservation Office



FROM

TO



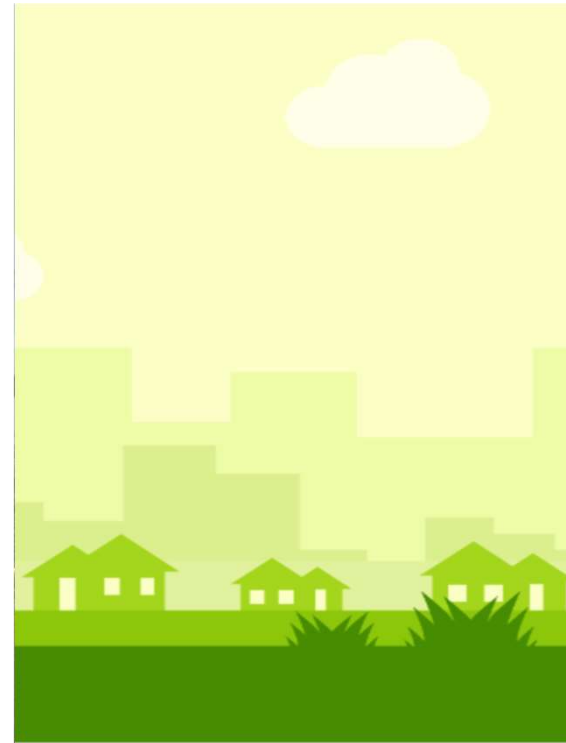
97% of Records Updated
Digitized List & Map Created

	A	B	C	D	E	F
1	Zion Memorial Cemetery Database - Old Section					
2	Data Updated or Added - 2020					
3	Records Added 2020 - may be memorials not burials					
4	Deceased	Birth Date	Death Date	Notes	Original city death date	Location
5	Porter, William r.					Old-1-1-C
6	Porter, Marilla	1856	1925			Old-1-1-D
7	Topfer, Rosina	5/12/1840	9/7/1911			Old-1-2-A
8	Gurtler, Henry	12/19/1856	9/10/1925			Old-1-2-B
9	Walch, Fred	8/27/1878	11/3/1950		1/1/1950	Old-1-2-E
10	Walch, Anna	12/8/1886	1/11/1917			Old-1-2-F
11	Walch, Lydia F.	3/23/1920	1/18/1943			Old-1-2-G
12	Rauch, George Jr.	1880	6/21/1910			Old-1-3-A
13	Rauch, George Sr.	10/3/1825	10/11/1909			Old-1-3-B
14	Rauch, Margaret J.	1848	12/30/1926			Old-1-3-C
15	Armstrong, Charles Everett	1904	8/9/1935			Old-1-3-D
16	Nelson, George	1918	4/17/1969		4/17/1969	Old-1-3-E
17	Nelson, M. Effie E.	1882	5/15/1958		5/15/1958	Old-1-3-F
18	Nelson, Jessie	1912	1924			Old-1-3-G
19	Nelson, Clarence	4/15/1880	1950			Old-1-3-H
20	Nelson, Bert	2/23/1881	6/24/1959		6/24/1959	Old-1-4-B
21	Rauch, Baby					Old-1-4-E
22	Rauch, Ivan L.	1904	1938			Old-1-4-F
23	Rauch, Charles F.	5/4/1881	5/24/1951			Old-1-4-G
24	Empey, Jesse, Rauch	3/12/1884	12/1/1970		12/1/1970	Old-1-4-H
25	Akins, Ethal	4/14/1896	9/27/1902			Old-1-5-A
26	Akins, John W.	1861	1918			Old-1-5-B
27	Akins, Sarah	2/14/1865	7/30/1944			Old-1-5-B-1
28	Sarty, Eugene Charles	1908	6/19/1976		6/19/1976	Old-1-5-D
29	Sarty, Viola V.	1909	12/12/1985		12/12/1985	Old-1-5-H
30	Mallatt, Clarence	1981	1918			Old-1-6-A
31						
32	Lee, Eda E. Tice		7/10/1851		6/5/1911	
33	Lee, Heman A.			Judi Jarosh: changed Herman to Heman		
34	Zeek Jr., John					
35	Donegon, Frances Z.					
36	Byrnes, Janie					
37	Byrnes, Terrence Edward Sr.		1886		9/29/1972	
38	Zeek, John		3/13/1848		11/6/1929	
39	Zeek, Chloe A.		1852		1931	

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
1	Zion Memorial Cemetery - Section 1 - Old Section																
2																	
3	6				5				4				3				
4	Mallatt, Joshua J.		Mallatt, Elia Frances		Sarty, Eugene Charles		Sarty, Viola V.		D	Empey, Jesse, H. Rauch		D Armstrong, Charles Everett		H Nelson, Clarence			
5	Mallatt, Lydia A.		G Mallatt, Arthur		J Akins, John W.		G	C		H Rauch, Charles G. F.		C Rauch, Margaret J.		G Nelson, Jessie Nelson, M.			
6	B Adkins, Lillian		F Fish, Viola		B Akins, Sarah		F	B Nelson, Bert		F Rauch, Ivan L.		B Sr.		F Effie E. Nelson,			
7	A Mallatt, Clarence		E Fish, Tom W.		A Akins, Ethal		E	A		E Rauch, Baby		A Jr.		E George			
8	7				8				9				10				
9	D Hutchinson, Elijah		H Hutchinson, Herman Lee		D Adkins, Lorenzo		H		D Hardwick (Knight), M. Willeta		H Knight, Andrew J.		D		H		
10	C Hutchinson, Clara		G Don, Jessica R.		C Adkins, J. W.		G	B		C Deyoe, Chloam F.		G		C		G	
11			F		B		F	C		A Deyoe, James F.		E		B Bradshaw, Elam David		F	
12	A Lee, Louisa		E		A Adkins, Judith Elizabeth		E	A		Deyoe, James F.		E		A Bradshaw, Elam David		E	
13																	
14	18				17				16				15				
15	D Armstrong, Ella Breitenbach, Ella A., Combs, Flora Lela Armstrong, Armstrong, Cora		H Zollner, Melvin		D		H		D Roberts, Caroline		H Prielzet, Frank		D Clark, William		H Knight, Josephine (Winnie)		
16	C		G Zollner, Florence		C		G		G Goertler, William		R Roberts, Wilhelmina (Minnie)		C		G Lee, Bertha E.		



The Hidden Value of HLC Volunteerism



In Kind Hours

Grant Writing
Training

Comradery

Sense of
Belonging



Identify, Preserve, Protect

Our Request of You

Keep	Keep us in your heads and hearts
Cheer	Be our Cheerleaders
Recruit	Recruit Volunteers

Requests for us?

Thank you for your time!



City of Canby

PO Box 930
222 NE 2nd Ave
Canby, OR 97013

Phone: 503.266.4021
Fax: 503.266.7961
www.canbyoregon.gov

City Council Staff Report

DATE: May 19, 2021
TO: Honorable Mayor Hodson and City Council
THRU: Scott Archer, City Administrator
FROM: Melissa Bisset, City Recorder/ HR Manager
ITEM: Request for Noise Variance from The Wild Hare Saloon & Café

Summary

A request has been received from The Wild Hare Saloon & Café for a noise variance for live music events to be held every Thursday, Friday, and Saturday in June, July, August and September of 2021, from 7 pm – 10 pm on Thursdays and from 8 pm – 11 pm Friday and Saturday.

Background

The variance is being requested for the a Summer Beer Garden that will include amplified music every Thursday, Friday, and Saturday in June, July, August and September of 2021, from 7 pm – 10 pm on Thursdays and from 8 pm – 11 pm Friday and Saturday. Previous Noise Variances have been granted for similar events to this business.

Discussion

Per [Canby Municipal Code Section 9.48.050B](#), at least 10 days prior to the public hearing a notice was mailed to property owners within 200 feet of the location of the variance, published in the Canby Herald, and posted in various locations around the City. The applicant provided addresses for an area within 600 feet of the event. Section 9.48.050B allows the Council to approve a variance after certain criteria which would apply to the facts of the requested variance are considered by the Council. In granting a variance, the Council shall consider:

- a. The protection of health, safety and welfare of citizens as well as the feasibility and cost of noise abatement;
- b. The surrounding type of existing land uses;
- c. The acoustical nature of the sound emitted; and
- d. Whether variance from the provision would produce a benefit to the public.

If, after review of the evidence submitted by the applicant and hearing any testimony from the public, the Council chooses to allow the variance as requested, a motion to grant the variance would be appropriate.

Attachments

Noise Variance Application & Letter
Public Hearing Notice

Fiscal Impact

None

Options

1. Approve the Noise Variance Application.
2. Deny the request.

Recommendation

Staff recommends Council approve the Noise Variance Application.

Proposed Motion

I move to grant a Noise Variance to The Wild Hare Saloon & Café for a noise variance for live music events to be held every Thursday, Friday, and Saturday in June, July, August and September of 2021, from 7 pm – 10 pm on Thursdays and from 8 pm – 11 pm Friday and Saturday.



CITY OF CANBY
NOISE VARIANCE
APPLICATION
\$75.00



Attn: City Recorder - PO Box 930 -222 NE 2nd Avenue - Canby, OR 97013 - 503.266.0733

Applicant Name Sidewinder Inc. DBA The Wild Hare Saloon
Address 1109 SW First Ave, Suite F C
City Canby State OR Zip 97013 Phone 503-201-2060
Address of Noise Variance Request 1190 SW First Ave Canby
Name of Property/Business Owner of Variance Request Dan Moner - The Wild Hare
Type of Event Summer Beer Garden
Date(s) of Event Every Friday Time of Event 6-11 pm Requested Hours of Variance 8-11 pm
Date(s) of Event Every Saturday Time of Event 6-11 pm Requested Hours of Variance 8-11 pm
Date(s) of Event Every Thursday Time of Event 6-11 pm Requested Hours of Variance 7-10 pm
Acoustical Nature of Sound to be Emitted Music
Will you be continually present at this activity ☒ Yes ☐ No If No is marked, who is to be the contact
should the need arise?
Additional Comments * See Attached letter

A list of property owners and their addresses within 200' of the location of the noise variance must be submitted with this application. Canby Municipal Code Chapter 9.48 requires that any person who owns, controls or operates any source which violates provisions of that chapter apply to the City Council for a noise variance.

By signing below, I acknowledge that I have read the attached Canby Municipal Code Chapter 9.48 and understand that violations of this chapter are subject to a fine of \$500. Signature of Police Chief or Designee must be obtained prior to submitting Application for Council Approval.

[Signature]
Signature of Applicant

[Signature]
Police Chief or Designee

Mayor

4/8/21
Date

4/13/21
Date

Date

April 12, 2021

City of Canby
City Recorder/City Council
222 NE 2nd Ave.,
Canby, OR 97013

To Whom it May Concern:

My business, The Wild Hare Saloon and Café, is applying for a noise variance for the summer months of June, July, August, and September, 2021. We are building an outdoor beer garden in our parking lot that will be open Thursday, Friday, and Saturday evenings throughout the summer months. The hours for the beer garden will be from 6 pm-Midnight, with live music running from 7pm-11 pm at the earliest and the latest.

This new feature is the best way for my business to regain revenue lost during this last year of COVID restrictions. People are ready to get out and socialize after over a year and a half of following strict rules, and we have the space to provide a safe, fun experience for our community.

We are currently working on booking artists, but it is very difficult to know what days we will have amplified music. Most of our shows will be "acoustic" in nature, but there will be shows where a full band will perform. Most of the amplified shows are most likely to fall on Fridays and Saturdays with few exceptions. I apologize for the "vagueness" of this request, but it is impossible to book the bands, this far out.

My hope is you will grant me a noise variance for the summer months with the understanding the music will not go past 11 pm.

Thank you for your consideration and I look forward to working with you on finding a solution to make this happen. My business depends on it.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joan Monen', with a stylized flourish at the end.

Joan Monen

Owner, The Wild Hare Saloon and Café



**CANBY CITY COUNCIL
REGULAR MEETING MINUTES
April 21, 2021**

PRESIDING: Mayor Hodson

COUNCIL PRESENT: Christopher Bangs, Traci Hensley, Sarah Spoon, Greg Parker, Christopher Bangs, Jordan Tibbals, and Shawn Varwig.

STAFF PRESENT: Scott Archer, City Administrator; Joseph Lindsay, City Attorney; Jerry Nelzen, Interim Public Works Director; Julie Blums, Finance Director; Melissa Bisset, City Recorder/ HR Manager; Valerie Kraxberger, Office Specialist – Tech Services.

CALL TO ORDER: Mayor Hodson called the Regular Meeting to order at 7:44 p.m.

CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS: None

CONSENT AGENDA: **Council President Hensley moved to adopt the minutes of the March 17, 2021 City Council Work Session and Regular Meeting, OLCC application for an off premises license for Denny's restaurant located at 1369 SE 1st Avenue, and OLCC application for distillery sales from Columbia Distributing located at 2525 SE 1st Avenue. Motion was seconded by Councilor Varwig and passed 6-0.

ORDINANCES & RESOLUTIONS:

Ordinance 1546 – **Councilor Varwig moved to adopt Ordinance 1546, AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CHANGE ORDER NUMBER 4 TO THE 2020 WWTP PRIMARY CLARIFIER IMPROVEMENTS CONTRACT WITH R.L. REIMERS COMPANY FOR COMPLETION OF SITE RESTORATION TASKS; AND DECLARING AN EMERGENCY. Motion was seconded by Council President Hensley and passed 6-0 by roll call vote.

Ordinance 1548 – **Council President Hensley moved to adopt Ordinance 1548, AN ORDINANCE AUTHORIZING THE CANBY CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH GREENPLAY, LLC TO PREPARE A PARKS AND RECREATION MASTER PLAN AND PARKS SYSTEM DEVELOPMENT CHARGE METHODOLOGY UPDATE. Motion was seconded by Councilor Varwig.

Councilor Spoon asked when the community input process would occur for the project.

Scott Archer, City Administrator, said it would be in the next 2-3 months. Mayor Hodson said there would be four community meetings.

Motion passed 6-0 by roll call vote.

Ordinance 1547 – Mr. Archer explained this was the approval of the annual street maintenance program. The projects included NW 2nd between Grant and Holly, SW 13th between 99E and S Ivy, and S Redwood between SW 13th and Township.

****Councilor Varwig moved to adopt Ordinance 1547, AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH EAGLE-ELSNER, INC. IN THE AMOUNT OF \$1,055,260.00 FOR CONSTRUCTION OF THE 2021 STREET MAINTENANCE PROGRAM to come up for second reading on May 5, 2021. Motion was seconded by Councilor Spoon and passed 6-0 on first reading.**

Ordinance 1549 – Julie Blums, Finance Director, said this ordinance would renew the contract with Kintechnology, Inc. for IT services. The City had a contract with this company since 2006. They were getting close to the dollar amount where they would have to go out for an RFP and next year they would go through the RFP process. She had no complaints about the job this company had been doing for the City.

Councilor Spoon was concerned that the cost went up almost 17%. She asked when they last did an RFP process.

Ms. Blums said when they first came on in 2006, the dollar amount was under the amount needed to do an RFP. They had stayed under that dollar amount all along. The City received two dedicated staff and additional assistance when needed for that price. They had been using their services more recently for police equipment and the cost was more reflective of the usage.

Mr. Archer said it was an hourly rate contract and if they did not use the services, they would not be charged. It was a not to exceed amount.

****Councilor Bangs moved to adopt Ordinance 1549, AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH KINTECHNOLOGY, INC. TO CONTINUE TO PROVIDE COMPUTER TECHNICAL SERVICES FOR THE CITY, NOT TO EXCEED \$132,000.00; AND REPEALING ORDINANCE 1529 to come up for second reading on May 5, 2021. Motion was seconded by Council President Hensley.**

Council President Hensley said regardless of next year's number, she would like staff to go through an RFP process.

Councilor Varwig said he no longer had a business partnership with this company and did not need to abstain from the vote.

Mayor Hodson asked how much they paid Kintech this year. Ms. Blums said this year they had maxed out their hours every month.

Council President Hensley asked if there was a price per hour increase. Ms. Blums said yes, but it was more the number of hours that had increased.

Councilor Tibbals suggested a policy be put in place that even if it was under a dollar amount, every so many years there should be an RFP process for services.

Councilor Bangs supported that idea. He thought they should approve this contract for this year and at the second reading receive a staff report on the hourly rate increase.

Motion passed 6-0 on first reading.

Ordinance 1550 – Ms. Blums said the contract with the current auditors had expired and an RFP process had been done. They only received one bid from the current firm. She was happy with the work they had done for the City and was comfortable with continuing a new contract with them.

Councilor Parker thought municipal audits were a waste of time. He had never known of a municipal audit that came up with something irregular when two nearby cities had major financial fraud issues.

Ms. Blums said they were required by law to do an audit.

****Council President Hensley moved to adopt Ordinance 1550, AN ORDINANCE AUTHORIZING THE CITY OF CANBY TO ENTER INTO A CONTRACT WITH GROVE, MUELLER & SWANK, P.C. FOR AUDIT SERVICES; to come up for second reading on May 5, 2021. Motion was seconded by Councilor Varwig.**

Councilor Bangs asked about the RFP process. Ms. Blums said she had reached out to firms letting them know it was coming and she was surprised the City did not get more bids.

Mayor Hodson noted that the City used the previous firm for a long time before switching to this firm. Ms. Blums said this firm was typically the least expensive when compared to other firms.

Motion passed 5-1 on first reading with Councilor Parker opposed.

Resolution 1346 – Mr. Archer said the proposed addendum to the City Attorney contract would include the title of Assistant City Administrator while retaining Mr. Lindsay's primary role as City Attorney. This was currently a vacant position that needed to be filled and Mr. Lindsay could be Acting City Administrator when Mr. Archer was on vacation. He recommended approval.

Mr. Lindsay was excited to add this to his contract. It would allow Mr. Archer to direct some of his work and he would be able to be Acting City Administrator in Mr. Archer's absence. It was allowed in the Charter and would provide checks and balances. It could be ended with no effect with 30 days written notice.

Mayor Hodson was concerned about the division of Mr. Lindsay's role as City Attorney and Assistant City Administrator. However, it was Mr. Archer's purview to create a better, more efficient model of staffing and this would add administrative and supervisory experience for Mr. Lindsay which was a personal goal of his. It would also provide additional staff support.

Councilor Spoon noted they had added staff to help with the prosecution tasks to take things off Mr. Lindsay's plate so he could better serve as City Attorney. This would be expanding his responsibilities outside the scope of City Attorney. She was also concerned that he would report to Council as the City Attorney and report to Mr. Archer as Assistant City Administrator. How would the Council be able to evaluate his performance?

Mr. Lindsay said he was the Council's City Attorney first. He had maintained a lot of the duties when he was Interim City Administrator and this would solidify that and allow it to continue. This change would also allow Mr. Archer to help direct and supervise his work. He thought the Council could still evaluate his performance as City Attorney.

Councilor Bangs asked if they intended to fill the Assistant City Administrator position. Mr. Archer would continue to evaluate the City's staffing needs. This contract could be ended if a full time assistant was needed at some point.

Councilor Bangs said this option was less expensive than hiring another full time employee.

Council President Hensley thought a report from the City Administrator on Mr. Lindsay's performance in the assistant role would suffice for the Council's evaluation.

****Councilor Bangs moved to approve Resolution 1346, A RESOLUTION AUTHORIZING AN ADDENDUM TO THE EXISTING CITY ATTORNEY EMPLOYMENT CONTRACT. Motion was seconded by Council President Hensley and passed 6-0.**

FOLLOW UP DISCUSSION REGARDING STREET CIP AND IVY STREET UNDERGROUNDING:

Ms. Blums said Council had directed staff to see whether or not the Ivy Street power line undergrounding could be included in the five year funding forecast. After looking at the forecast, she thought they would have the money for the Capital Improvement Plan projects and the undergrounding project. The options for funding the undergrounding project were: an interfund loan from the sewer fund, taking it out of the street ending fund balance, and using money from the American Rescue Plan.

Mr. Archer noted that the Walnut Street extension project was fully funded and the use of the street fund balance would be in addition to that project being funded.

Councilor Bangs was in support of using the street fund balance.

Councilor Spoon asked if Canby Utility could share more of the cost of the project.

Mr. Archer said if the Council directed staff to move forward, they would negotiate an agreement with Canby Utility and there would be further discussion about their contribution. Currently they had committed to providing \$300,000.

Mayor Hodson asked what the total cost for the project would be.

Ms. Blums said it would be \$1.3 million.

Council President Hensley was not in support of an interfund loan. She was also not in favor of agreeing to do the project before they knew how they would fund it. She asked how far the undergrounding would go.

Ms. Blums said it would go from 99E to approximately where Canby Sign and Graphics was.

Council President Hensley thought it was a lot of money for not very many linear feet.

Councilor Tibbals thought they needed to decide how they would pay for the project. He suggested only moving forward if they could get a certain amount from Canby Utility.

Mr. Archer said staff had responded to Council's request to bring back funding options. They were asking for direction on how to pay for the project.

Councilor Varwig thought this project was important. He was also in favor of using the street fund for the project with the caveat that if the American Rescue Plan dollars could be used, they would use that funding instead.

Council President Hensley did not think the project was worth the money based on the scope of work and she was not confident about the funding. She would be voting no.

Councilor Bangs would like to look into undergrounding the lines on the whole stretch of Ivy out to 13th.

Ms. Blums said the issue was the lines went across private property and they would have to purchase the right-of-way and dig through people's backyards to bury lines.

Jerry Nelzen, Interim Public Works Director, explained how the connections to the private houses and businesses were the issue and getting permission to go through their yards and what would happen if someone did not give permission. The County's project ended at 11th and continuing undergrounding to 13th would be extremely costly. They needed to know the Council's decision so the County would know how much right-of-way would be needed.

Councilor Tibbals was not in favor of all the unknowns in the project and he thought they should ask Canby Utility to pitch in more funds before moving forward.

Mayor Hodson agreed they should continue the discussions with Canby Utility. The City did have the funds for the project.

Councilor Tibbals thought they should ask for \$600,000 from Canby Utility. He asked how much that might delay the process.

Mr. Archer said the County needed a decision soon and it was an unknown how long it would take to explore that direction with Canby Utility.

There was discussion regarding using the American Rescue Plan money if it was available for this project instead of using the street fund. Mr. Archer noted if the funding became available, the Council could decide to use that funding at a later time.

Council President Hensley was concerned about the cost of the project going up since it was not going to be done for a couple more years. Mr. Archer said the estimate was based on the timeline the project would be done not in today's dollars.

Councilor Varwig noted they would have the funding for the project, regardless of which fund they would use.

****Councilor Bangs moved to direct staff to move forward with the undergrounding project using the street fund reserve balance and to continue negotiations with Canby Utility to increase their contribution. Motion was seconded by Councilor Parker and passed 4-2 by roll call vote with Councilors Hensley and Tibbals opposed.**

MAYOR'S BUSINESS: Mayor Hodson said the City wrote a letter of support for potential funding through the infrastructure bill for improvements to the Locks at Oregon City and West Linn. Budget Committee meetings would be held on May 13, May 20, and if needed May 27. He thanked all of the volunteers who helped clean up Eco Park. At the last Parks and Recreation Advisory Board meeting they received an update on Maple Street Park projects and discussed the Park Maintenance Fee.

COUNCILOR COMMENTS & LIAISON REPORTS:

Councilor Tibbals announced the Canby Woodchuck event this Saturday cutting firewood around town from trees that fell in the ice storm and giving it to people in need.

Mr. Archer said the City was asking citizens to clean up their properties from the storm by May 1. There would be one more drop off day for debris this Saturday.

Councilor Varwig said the Planning Commission denied a development proposal on 13th and Ivy. CTV5 said if the Council wanted to hold hybrid meetings they would need a month to get the systems working in the Council Chambers. He discussed how Canby Fire was responding to recent wildfires and how recreational fires were highly discouraged at this time. The main Fire Station improvements had been completed, the new ladder truck was in service, and new equipment had been ordered. Construction on the north side Fire Station would begin in June. They had determined the staffing for the new station and there would be a new member on the Fire Board. The Fire Chief thanked City staff for their support.

Councilor Bangs provided a report on the Canby School Board and Superintendent search. Schools were now going to four days per week.

Council President Hensley said the Traffic Safety Commission was still working on issues with Enterprise Car, 10th and Birch, and Redwood and Territorial.

Councilor Spoon asked if the Traffic Safety Commission had recently looked at a traffic stop at Fir and 13th. Council President Hensley said that had not been talked about lately, but she could bring it back to the next meeting.

CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS: Mr. Archer explained that City Staff had been working with CTV 5 to have hybrid meetings as soon as possible.

CITIZEN INPUT: None

ACTION REVIEW:

1. Approved the Consent Agenda.
2. Adopted Ordinance No. 1546.
3. Adopted Ordinance No. 1548.
4. Passed Ordinance No. 1547 to a Second Reading on May 5, 2021.
5. Passed Ordinance No. 1549 to a Second Reading on May 5, 2021.
6. Passed Ordinance No. 1550 to a Second Reading on May 5, 2021.
7. Approved Resolution No. 1346.

There was no Executive Session.

The meeting was adjourned at 9:53 p.m.

Melissa Bisset
City Recorder

Brian Hodson
Mayor

Assisted with Preparation of Minutes - Susan Wood

**CANBY CITY COUNCIL
WORK SESSION MINUTES
April 21, 2021**

PRESIDING: Mayor Hodson

COUNCIL PRESENT: Christopher Bangs, Traci Hensley, Sarah Spoon, Greg Parker, Christopher Bangs, Jordan Tibbals, and Shawn Varwig.

STAFF PRESENT: Scott Archer, City Administrator; Joseph Lindsay, City Attorney/ Assistant City Administrator; Melissa Bisset, City Recorder/ HR Manager.

CALL TO ORDER: Mayor Hodson called the Work Session to order at 10:02 p.m.

CITY ADMINISTRATOR SIX MONTH REVIEW PROCESS DISCUSSION:

Mayor Hodson explained the Council was going to hold their Council Retreat to determine the Council Goals and use those goals to measure Mr. Archer's activities. Due to Covid, they had not been able to have their Council Retreat yet. This conversation was about the review process for a six month check in and what they wanted Mr. Archer to work on for the next six months, not Mr. Archer's actual performance evaluation.

There was discussion about the process and using the stop, start, and continue method instead of the previous evaluation form. They also discussed looking at the contract and evaluating how Mr. Archer was performing daily operations and duties.

Mayor Hodson would work with staff to send out Mr. Archer's contract and previous evaluation forms to the Council and at the next meeting discuss specific and measurable goals in an Executive Session.

The meeting was adjourned at 10:19 pm.

Melissa Bisset
City Recorder

Brian Hodson
Mayor

Assisted with Preparation of Minutes - Susan Wood



City of Canby

PO Box 930
222 NE 2nd Ave
Canby, OR 97013

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Fax: 503.266.7961
www.canbyoregon.gov

City of Canby Staff Report

DATE: May 19, 2021
TO: Honorable Mayor Hodson and City Council
THRU: Scott Archer, City Administrator
FROM: Julie Blums, Finance and IT Director
ITEM: Resolution 1348 - Debt Refinancing

Summary

Resolution 1348 of the City of Canby authorizing the issuance and sale of full faith and credit refunding obligations, series 2021 to refund certain outstanding obligations of the city; designating an authorized representative, underwriter, and special counsel; authorizing appointment of a paying agent, registrar, escrow agent, municipal advisor and verification agent; and authorizing execution and delivery of a financing agreement, escrow agreement, escrow deposit agreement and purchase agreement; and related matters.

Background

The URA bonded debt in 2010, 2011, and 2012 for capital project work. The interest rates on these three bonds is between 3.25% and 7%. The original maturity date for all debt is 2036. Current interest rates are much lower and the URA has the opportunity to refinance the outstanding debt and save approximately \$5.8 million in interest costs. The new average rate would be about 1.2% and the debt would be paid off in FY25-26.

Discussion

Debt incurred for Urban Renewal projects is issued using the City's Full Faith and Credit. This means that if the URA cannot make the debt service payments the City would be required to fulfill that debt obligation. Staff has done extensive work on cash flow projections for the Urban Renewal District to assure that the District can make the debt service payments on this refinancing.

Attachments

- Exhibit A – Intergovernmental Agreement with the Canby Urban Renewal Agency

Fiscal Impact

Approximate savings of up to \$5.8 million

Options

1. Approve the resolution authorizing the refinancing of debt and entering into an IGA with the Canby Urban Renewal Agency.

Recommendation

Staff recommends the adoption of resolution 1348, A resolution of City of Canby, Clackamas County, Oregon authorizing the issuance and sale of full faith and credit refunding obligations, series 2021 to refund certain outstanding obligations of the city; designating an authorized representative, underwriter, and special counsel; authorizing appointment of a paying agent, registrar, escrow agent, municipal advisor and verification agent; and authorizing execution and delivery of a financing agreement, escrow agreement, escrow deposit agreement and purchase agreement; and related matters.

RESOLUTION NO. 1348

A RESOLUTION OF CITY OF CANBY, CLACKAMAS COUNTY, OREGON AUTHORIZING THE ISSUANCE AND SALE OF FULL FAITH AND CREDIT REFUNDING OBLIGATIONS, SERIES 2021 TO REFUND CERTAIN OUTSTANDING OBLIGATIONS OF THE CITY; DESIGNATING AN AUTHORIZED REPRESENTATIVE, UNDERWRITER, AND SPECIAL COUNSEL; AUTHORIZING APPOINTMENT OF A PAYING AGENT, REGISTRAR, ESCROW AGENT, MUNICIPAL ADVISOR AND VERIFICATION AGENT; AND AUTHORIZING EXECUTION AND DELIVERY OF A FINANCING AGREEMENT, ESCROW AGREEMENT, ESCROW DEPOSIT AGREEMENT AND PURCHASE AGREEMENT; AND RELATED MATTERS.

WHEREAS, City of Canby, Clackamas County, Oregon (the “City”) is authorized by Oregon Revised Statutes (“ORS”) Section 271.390 and 287A.315 to enter into financing agreements to finance and refinance real and personal property which the City determines is needed; and

WHEREAS, the City is advised it may be desirable to refund all or a portion of the City’s outstanding Full Faith and Credit Obligations, Series 2010 (the “Series 2010 Obligations”), all or a portion of the City’s Full Faith and Credit Obligations, Series 2011 (the “Series 2011 Obligations”), and all or a portion of the City’s Full Faith and Credit Refunding Obligations, Series 2012 (the “Series 2012 Obligations”) for debt service savings (collectively, the “Prior Obligations”); and

WHEREAS, the Series 2010 Obligations are dated December 28, 2010, and were in the original principal amount of \$2,500,000. The Series 2010 Obligations are subject to prepayment, in whole or in part, on or after December 15, 2020. The proceeds of the Series 2010 Obligations financed the costs of acquiring, constructing, and/or renovating NW 1st Avenue, related projects, and costs of issuance of the Series 2010 Obligations; and

WHEREAS, the Series 2011 Obligations are dated August 9, 2011, and were issued in the original principal amount of \$9,000,000. The Series 2011 Obligations are subject to prepayment in whole or in part, on or after June 1, 2021. The proceeds of the Series 2011 Obligations financed the costs of acquiring, constructing, equipping and furnishing a new police station, related projects, and costs of issuance of the Series 2011 Obligations; and

WHEREAS, the Series 2012 Obligations are dated December 20, 2012, and were issued in the original principal amount of \$14,050,000. The Series 2012 Obligations are subject to prepayment in whole or in part, on or after June 1, 2022. The proceeds of the Series 2012 Obligations financed the costs of acquiring, constructing, equipping and furnishing a new library, renovating an existing library and city hall, road and bridge improvements, related projects, and costs of issuance of the Series 2012 Obligations; and

WHEREAS, it is advantageous for the City to authorize and enter into a financing agreement to refinance all or a portion of the Prior Obligations, and pay costs of issuance of the obligations, and enter

into an escrow agreement which will authorize the escrow agent to issue full faith and credit obligations evidencing undivided proportionate interest in the amounts payable by the City under the financing agreement; and

WHEREAS, the City and the Canby Urban Renewal Agency (the “Agency”) wish to enter into an intergovernmental agreement whereby the Agency shall transfer to the City tax increment revenues and proceeds accumulated by the Agency for the payment of the Series 2021 Obligations.

WHEREAS, the weighted average life of the financing agreement may not exceed the estimated dollar weighted average life of the real and personal property financed and refinanced with the financing agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CANBY CITY COUNCIL, CLACKAMAS COUNTY, OREGON, AS FOLLOWS:

Section 1. Authorization.

A. Issuance and Sale of Obligations. The Council of the City authorizes the issuance and sale of Full Faith and Credit Refunding Obligations, Series 2021 (the “Series 2021 Obligations”) in one or more series to refinance all, none or a portion of the Prior Obligations. The aggregate principal amount of the Series 2021 Obligations shall be in an amount sufficient to refund that portion of the Prior Obligations being refunded and related costs of issuance. The final maturity shall not be more than 11 years from the date of issuance of the Series 2021 Obligations. The Series 2021 Obligations may be issued in one or more series and as tax-exempt or taxable obligations, or a combination of both.

B. Financing Agreement. The City authorizes the execution and delivery of a financing agreement (the “Financing Agreement”), in a form satisfactory to the Authorized Representative, as defined below.

C. Escrow Agreement. The City authorizes the execution and delivery of an escrow agreement between the City and the escrow agent (the “Escrow Agreement”), in a form satisfactory to the Authorized Representative, pursuant to which the escrow agent shall execute the Obligations representing the principal amount payable under the Financing Agreement, and evidencing the right of the escrow agent to receive the City’s payments under the Financing Agreement (the “Financing Payments”).

D. Intergovernmental Agreement. The City agrees to the terms and conditions of the Intergovernmental Agreement attached hereto as Exhibit A (the “IGA”), with such changes as are approved by the Authorized Representative (as defined below), and authorizes and directs the Authorized Representative to sign the IGA on behalf of the City.

Section 2. Financing Payments and Security. The Financing Payments for the Series 2021 Obligations shall be full faith and credit obligations of the City, payable from the general, non-restricted revenues of the City and other funds which may be available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon. The

obligation of the City to make Financing Payments shall be a full faith and credit obligation of the City and is not subject to appropriation. The City may issue additional debt on parity with the Financing Agreement and the Series 2021 Obligations.

Section 3. Designation of Authorized Representative. Pursuant to ORS 287A.300(4), the City authorizes the City Administrator, Finance Director, or their designee (the “Authorized Representative”), to act as the authorized representative on behalf of the City and determine the remaining terms of the Financing Agreement and the Series 2021 Obligations as delegated in below. The Authorized Representative is authorized, on behalf of the City, to:

A. determine if all, none, or a portion of the outstanding Prior Obligations shall be refunded and take whatever action is necessary to accomplish the refunding, including establishing an escrow deposit account under an escrow deposit agreement;

B. negotiate the terms under which the Series 2021 Obligations shall be sold, enter into a Purchase Agreement for sale of the Series 2021 Obligations, and execute and deliver the Purchase Agreement;

C. establish the maturity and interest payment dates, dated date, principal amounts, capitalized interest, if any, optional, extraordinary and/or mandatory redemption provisions, interest rates, denominations, and all other terms under which the Series 2021 Obligations shall be issued, sold, executed, and delivered;

D. negotiate the terms of and approve the Financing Agreement and the Escrow Agreement, and to execute and deliver the Financing Agreement and the Escrow Agreement and appoint an escrow agent;

E. determine whether the Series 2021 Obligations shall be Book-Entry certificates and to take such actions as are necessary to qualify the Series 2021 Obligations for the Book-Entry System of DTC, including the execution of a Blanket Issuer Letter of Representations;

F. determine whether to seek a rating(s) on the Series 2021 Obligations and enter into agreements with a rating agency(ies);

G. determine whether to purchase municipal bond insurance or other credit enhancement for the Series 2021 Obligations, negotiate and enter into agreements with providers of credit providers, and expend proceeds to pay credit enhancement fees;

H. approve, execute and deliver a Tax Certificate for any Financing Agreement issued on a tax-exempt basis;

I. designate a Financing Agreement as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) so long as the City and all subordinate entities do not reasonably expect to issue more than \$10,000,000 of tax-exempt obligations during the calendar year in which the Financing Agreement is issued;

J. approve, execute and deliver a continuing disclosure certificate pursuant to SEC Rule 15c2-12, as amended (17 CFR Part 240, §240.15c2-12) for each series of Series 2021 Obligations;

K. deem final, approve of and authorize the distribution of the preliminary and final Official Statements to prospective purchasers of the Series 2021 Obligations;

L. engage the services of escrow agents or trustees and any other professionals whose services are desirable for the financing;

M. execute and deliver a certificate specifying the action taken pursuant to this Resolution and any other documents, agreements or certificates that the Authorized Representative determines are necessary or desirable to issue, sell and deliver the Series 2021 Obligations in accordance with this Resolution, and take any other actions which the Authorized Representative determines are necessary or desirable to refinance the Prior Obligations with the Financing Agreement and the Series 2021 Obligations in accordance with this Resolution.

Section 4. Escrow Deposit Agreement and Escrow Agent. The City shall enter into an Escrow Deposit Agreement for the establishment of an Escrow Deposit Fund to which shall be deposited sufficient proceeds from the Series 2021 Obligations to pay the principal of and interest on the Prior Obligations which are subject to the Escrow Deposit Agreement. The Authorized Representative is authorized to designate an Escrow Agent to administer the Escrow Deposit Fund and to execute the Escrow Deposit Agreement for and on behalf of the City.

Section 5. Transfer of Series 2021 Obligations. If the book-entry system is not utilized, the Series 2021 Obligations will be issued in certificate form. Then the Series 2021 Obligations are transferable, or subject to exchange, for fully registered Series 2021 Obligations in the denomination of \$5,000 each or integral multiples thereof by the registered owner thereof in person, or by the owner's attorney, duly authorized in writing, at the office of the Registrar. The Registrar shall maintain a record of the names and addresses of the registered owners of the Series 2021 Obligations.

All obligations issued upon transfer of or in exchange for Series 2021 Obligations shall evidence the same debt and shall be entitled to the same benefits as the Series 2021 Obligations surrendered for such exchange or transfer. All fees, expenses and charges of the Paying Agent and Registrar shall be payable by the City. The Registrar shall not be required to transfer or exchange any Series 2021 Obligation after the close of business on record date of the month next preceding any interest payment date or transfer or exchange any Series 2021 Obligation called or being called for redemption.

Section 6. Payment of Series 2021 Obligations. If at any time while the Series 2021 Obligations are outstanding the book-entry system ceases to be utilized, the principal of the Series 2021 Obligations shall be payable upon presentation of the Series 2021 Obligations at maturity at the principal corporate trust office of the Paying Agent. Payment of each installment of interest due each year shall be made by check or draft of the Paying Agent mailed on each interest payment date to the registered owner thereof whose name and address appears on the registration books of the City maintained by the Paying Agent as of the close of business on the record date as determined by the Authorized Representative.

Section 7. Form of Series 2021 Obligations. The Series 2021 Obligations shall be issued substantially in the form as approved by the Authorized Representative and Special Counsel.

Section 8. Appointment of Paying Agent and Registrar. The Authorized Representative is authorized to designate a Paying Agent and Registrar for the Series 2021 Obligations and to negotiate and execute on behalf of the City the Paying Agent and Registrar Agreement. In addition, the City requests and authorizes the Paying Agent and Registrar to execute the Series 2021 Obligations.

Section 9. Compliance with Internal Revenue Code. The City hereby covenants for the benefit of the Owners of the Series 2021 Obligations issued on a tax-exempt bases to use such Series 2021 Obligation proceeds and the projects refinanced with the tax-exempt Series 2021 Obligation proceeds in the manner required, and to otherwise comply with all provisions of the Code. The City makes the following specific covenants with respect to the Code:

A. The City will not take any action or omit any action if it would cause the Financing Agreement or Series 2021 Obligations issued on a tax-exempt basis to become arbitrage bonds under Section 148 of the Code.

B. The City shall operate the projects financed and refinanced with the Series 2021 Obligations issued on a tax-exempt basis so that such Series 2021 Obligations do not become “private activity bonds” within the meaning of Section 141 of the Code.

C. The City shall comply with appropriate Code reporting requirements.

D. The City shall pay, when due, all rebates and penalties with respect to the Series 2021 Obligations issued on a tax-exempt basis which are required by Section 148(f) of the Code.

The covenants contained in this Section and any covenants in the closing documents for the Series 2021 Obligations issued on a tax-exempt basis shall constitute contracts with the owners of such Series 2021 Obligations, and shall be enforceable by them. The Authorized Representative may enter into covenants on behalf of the City to protect the tax-exempt status of the Financing Agreement and the Series 2021 Obligations issued on a tax-exempt basis.

Section 10. Appointment of Underwriter. The City appoints Piper Sandler & Co. as Underwriter for the issuance of the Series 2021 Obligations.

Section 11. Appointment of Special Counsel. The City hereby appoints the law firm of Mersereau Shannon LLP as Special Counsel for the issuance of the Series 2021 Obligations.

Section 12. Appointment of Municipal Advisor. If desirable, the Authorized Representative is authorized to appoint a municipal advisor to the City in connection with the issuance of the Series 2021 Obligations.

Section 13. Appointment of Verification Agent. If desirable, the Authorized Representative is authorized to appoint a verification agent to confirm that the funds are sufficient to pay when due the principal and interest on the Prior Obligations which are being refunded.

Section 14. Conditional Redemption. Any notice of optional redemption may state that the optional redemption of the Series 2021 Obligations is conditional upon receipt by the Registrar of moneys sufficient to pay the redemption price of such Series 2021 Obligations or upon the satisfaction of any other condition, and/or that such notice may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission or of the failure of any such condition shall be given by the Registrar to the Registered Owner as promptly as practicable upon the failure of such condition or the occurrence of such other event.

Section 15. Defeasance. The City may defease the Series 2021 Obligations by setting aside, with a duly appointed escrow agent, in a special escrow account irrevocably pledged to the payment of the Series 2021 Obligations to be defeased, cash or direct obligations of the United States in an amount which, in the opinion of an independent certified public accountant, is sufficient without reinvestment to pay all principal and interest on the defeased Series 2021 Obligations until their maturity date or any earlier redemption date. Series 2021 Obligations which have been defeased pursuant to this Resolution shall be deemed paid and no longer outstanding, and shall cease to be entitled to any lien, benefit or security under this Resolution except the right to receive payment from such special escrow account.

Section 16. Continuing Disclosure. The City covenants and agrees to comply with and carry out all of the provisions of the Continuing Disclosure Agreement to be entered into in connections with the Series 2021 Obligations. Notwithstanding any other provision of this Resolution, failure by the City to comply with the Continuing Disclosure Agreement will not constitute an event of default under the Financing Agreement or the Escrow Agreement; however, any Registered Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section and the Continuing Disclosure Certificate.

Section 17. Preliminary and Final Official Statement. The City shall, with the assistance of the underwriter, prepare or cause to be prepared a preliminary official statement for the Series 2021 Obligations which shall be available for distribution to prospective purchasers of the Series 2021 Obligations. The Authorized Representative is authorized to deem such preliminary official statement final pursuant to Rule 15c2-12 of the Securities and Exchange Commission. In addition, the City shall prepare, or cause to be prepared, a final official statement for delivery to the purchasers of the Series 2021 Obligations no later than the seventh (7th) business day after the sale of the Series 2021 Obligations. After determining that the final official statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained in the official statement not misleading in the light of the circumstances under which they are made, the Authorized Representative is authorized to certify the accuracy of the official statement on behalf of the City.

Section 18. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any or all of the Series 2021 Obligations by those who shall own the same from time to time (the

“Owners”), the provisions of this Resolution shall be part of the contract of the City with the Owners and shall be deemed to be and shall constitute a contract between the City and the Owners. The covenants, pledges, representations and warranties contained in this Resolution or in the closing documents executed in connection with the Series 2021 Obligations and the other covenants and agreements herein set forth to be performed by or on behalf of the City shall be contracts for the equal benefit, protection and security of the Owners, all of which shall be of equal rank without preference, priority or distinction of any of such Series 2021 Obligations over any other thereof, except as expressly provided in or pursuant to this Resolution.

Section 19. Post Issuance Compliance Procedures. The Authorized Representative is authorized to adopt, or modify existing, procedures regarding post issuance compliance related to tax-exempt and taxable obligations of the City.

Section 20. Effective Date. This resolution shall take effect on the date of its adoption.

Adopted by the Council of City of Canby, Clackamas County, Oregon, this 19th day of May 2021.

CITY OF CANBY
CLACKAMAS COUNTY, OREGON

Brian Hodson
Mayor

ATTEST:

Melissa Bisset
City Recorder

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

This 2021 Intergovernmental Agreement is executed this 19th day of May 2021, by and between the CITY OF CANBY, OREGON, a municipal corporation of the State of Oregon (the “City”) and the CANBY URBAN RENEWAL AGENCY, OREGON, a public body created and activated under ORS Chapter 457 (the “Agency”).

I. DEFINITIONS

For purposes of this 2021 Intergovernmental Agreement, unless the context clearly requires otherwise, the following capitalized terms shall have the following meanings:

“**2010 Intergovernmental Agreement**” means the intergovernmental agreement between the City and the Agency dated as of December 1, 2010, relating to the 2010 Obligations.

“**2011 Intergovernmental Agreement**” means the intergovernmental agreement between the City and the Agency dated as of May 4, 2011, relating to the 2011 Obligations.

“**2012 Intergovernmental Agreement**” means the intergovernmental agreement between the City and the Agency dated as of October 10, 2012, relating to the 2012 Obligations.

“**2010 Obligations**” means the City’s Full Faith and Credit Obligations, Series 2010 (Direct Payment Federally Taxable Recovery Zone Economic Development Bonds, Downtown Project), dated December 28, 2010, in the original principal amount of \$2,500,000.

“**2011 Obligations**” means the City’s Full Faith and Credit Obligations, Series 2011 (Police Station Project), dated August 9, 2011, in the original principal amount of \$9,000,000.

“**2012 Obligations**” means the City’s Full Faith and Credit Obligations, Series 2012 (Library and Industrial Park Projects), dated December 20, 2012, in the original principal amount of \$14,050,000.

“**2021 Intergovernmental Agreement**” means this intergovernmental agreement between the City and the Agency dated as of May 19, 2021, relating to the 2021 Obligations.

“**2021 Obligations**” means the City’s Full Faith and Credit Refunding Obligations, Series 2021 in the aggregate principal amount not to exceed \$20,000,000.

“**Agency**” means the Canby Urban Renewal Agency, Clackamas County, Oregon.

“**Agency Resolution**” means the Agency Resolution No. URR 21-005 adopted May 19, 2021.

“**Area**” means the Canby Urban Renewal Area which is described in the Plan and all additions thereto.

“**Authorized Representative of the Agency**” means, each individually, the Chair or the Agency Director or his designee.

“**Authorized Representative of the City**” means, each individually, the City Administrator or their designee.

“**City**” means the City of Canby, Clackamas County, Oregon.

“**City Resolution**” means City Resolution No. 1348 adopted May 19, 2021.

“**ORS**” means Oregon Revised Statutes.

“**Parity Indebtedness**” means obligations issued which are secured by a lien on, and pledge of, the Tax Increment Revenues which is on parity with the lien on, and pledge of, the Tax Increment Revenues securing the 2021 Obligations.

“**Plan**” means the Canby Urban Renewal Plan dated November 24, 1999, as amended June 23, 2009.

“**Tax Increment Revenues**” means all ad valorem tax revenues from property which are attributable to the increase in assessed value of property within the Area pursuant to Section 1c, Article IX of the Oregon Constitution and Oregon Revised Statutes, Chapter 457, and all earnings thereon.

II. RECITALS

- A. Pursuant to ORS 190.010, units of local government are authorized to enter into intergovernmental agreements with other units of local governments for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have the authority to perform.
- B. Each of the parties to this agreement is a “unit of local government” as defined in ORS Section 190.003. Each of the parties has the legal authority for the performance of any and all functions and activities set forth herein.
- C. The Agency, as the duly authorized and acting urban renewal agency of the City of Canby, Oregon is charged to undertake certain redevelopment activities in the redevelopment area pursuant to ORS Chapter 457 and the Plan.
- D. Pursuant to ORS 457.190, the Agency is authorized to borrow money and accept advances, loans, grants and any other form of financial assistance from a public body for the purposes of undertaking and carrying out urban renewal projects.
- E. Pursuant to ORS 457.320 the City is authorized to exercise any of its powers to assist in the planning or the carrying out of an urban renewal plan.
- F. Pursuant to ORS 271.390 the City has the power to enter into financing agreements and authorize the issuance of full faith and credit obligations on its behalf to finance and refinance real and personal property.
- G. The City and the Agency previously entered into the 2010 Intergovernmental Agreement in connection with the 2010 Obligations, the 2011 Intergovernmental Agreement in connection with the 2011 Obligations and the 2012 Intergovernmental Agreement in connection with the 2012 Obligations.
- H. The City expects to enter into a financing agreement and escrow agreement providing for the issuance of the 2021 Obligations to refinance the 2010 Obligations, the 2011 Obligations and the 2012 Obligations.
- I. The City and the Agency wish to enter into the 2021 Intergovernmental Agreement on connection with the 2021 Obligations.

III. AGREEMENT

NOW, THEREFORE, pursuant to the provisions of ORS Chapters 457 and 190, and in consideration of the benefits to accrue to the City, the Agency, the community and the citizens from this 2021 Intergovernmental Agreement and the 2021 Obligations, and in consideration of the covenants set forth therein, the City and Agency agree:

1. The Agency shall transfer Tax Increment Revenues and proceeds to the City in amounts and at times sufficient for the City to pay the 2021 Obligations under the terms set forth in the 2021 Obligation financing documents from those Tax Increment Revenues.
2. The Agency hereby irrevocably pledges the Tax Increment Revenues to make the transfers described in paragraph 1. above. The obligation of the Agency to make the transfers described in paragraph 1. above, shall constitute Parity Indebtedness. The lien on, and pledge of the Tax Increment Revenues to the 2021 Obligations shall be equal to the lien and pledge that secures all other Parity Indebtedness. The provisions of this 2021 Intergovernmental Agreement and the Agency Resolution shall be a contract with the City. The Agency has issued Parity Indebtedness in the past and reserves the right to issue Parity Indebtedness in the future. The Agency covenants and agrees that it will not incur any other form of indebtedness secured by a greater priority lien on the Tax Increment Revenues during the period any amounts are outstanding under this 2021 Intergovernmental Agreement.
3. The City agrees to take all steps required to qualify and maintain the 2021 Obligations as tax-exempt obligations.
4. The Agency agrees to take all steps required to qualify and maintain the 2021 Obligations as tax-exempt obligations.
5. The Agency covenants to cause the maximum amount of the Tax Increment Revenues to be collected each Fiscal Year.
6. The Agency may incur additional indebtedness secured by a lien on the Tax Increment Revenues subordinate to the lien of this 2021 Intergovernmental Agreement. Parity liens are permitted.
7. The City and Agency have each taken the actions necessary to authorize this 2021 Intergovernmental Agreement and no challenge or appeal to such actions is pending.
8. The Authorized Representatives are authorized to execute this 2021 Intergovernmental Agreement on behalf of their respective bodies.
9. This 2021 Intergovernmental Agreement may be modified upon written mutual agreement of the City and the Agency.
10. This 2021 Intergovernmental Agreement shall be effective as of the date first listed above and shall terminate upon defeasance of the 2021 Obligations and any obligations issued to refund the 2021 Obligations.
11. This 2021 Intergovernmental Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

[Signature page follows]

CITY OF CANBY
CLACKAMAS COUNTY, OREGON

By _____
Authorized Representative

CANBY URBAN RENEWAL AGENCY
CLACKAMAS COUNTY, OREGON

By _____
Authorized Representative



City of Canby

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City Council Staff Report

DATE: May 5, 2021
TO: Honorable Mayor Hodson and City Council
THRU: Scott Archer, City Administrator
FROM: Todd M. Wood, Transit Director
ITEM: Transit Services Contract RFP# CAT2021

Summary

Due to increases in service in the 2022 FY and due to the expiration of the current contract with MV Transportation INC, Canby Area Transit (CAT) issued a Request for Proposals (RFP) to operate the City of Canby's Transit Service from July 1, 2021 to June 30, 2024 with the option of three one year extensions.

Three bids were returned from three companies including First Transit, MV Transportation, and MTR Western. A team of five participants reviewed the proposals and then interviewed each of the proposers. From this process the team determined that First Transit was the best fit option to perform the service required by CAT, and serve the citizens of Canby.

Background

Since 2002 CAT has operated with minimal City staffing and a contractor. Currently CAT has two full time City Staff (Transit Director and Coordinator) with all other staff provided through a contract by a service provider. For the last 9 years, the contract has been provided by MV transportation.

Because of the expiration of the current contract, along with the addition of Saturday services and due to the upcoming City Circulator, the City was required to seek a new contract.

Discussion

In February of 2021 the City issued RFP# CAT2021 to solicit proposals to provide transit services for the City of Canby. Three companies responded with proposals including: First Transit, MTR Western, and MV Transportation (incumbent). During this time the local ATU 757 negotiated a new contract with MV including wage and benefit increases for all employees. Respondents were asked to issue updated pricing sheets given the new wage information. New sheets were obtained by MTR Western and First Transit.

The proposals were then evaluated separately by a five member team including the Transit Director, Transit Coordinator, a member of the Transit Advisory Committee, the Transit Coordinator from Clackamas County, and the City Attorney.

Each proposer was invited to interview with the team on April 6, 2020. The interviews were then scored by each team member separately. The team met to compare scores and discuss proposals. The final scores were totaled and averaged with First Transit, INC earning the highest score of 70.82%.

The City then entered into negotiations based on the submitted proposal and received a final pricing sheet on April 23, 2021. Negotiations were finalized on April 28, 2021.

Attachments

Ordinance No. 1554

Contract

In-House costs

Fiscal Impact

The cost of the contract is as follows:

Budget – Year 1	\$1,453,743	(19,969 VRH - @ \$72.80 per vehicle revenue hour)
Budget – Year 2	\$1,591,787	(20,748 VRH - @ \$76.72 per vehicle revenue hour)
Budget – Year 3	\$1,651,389	(20,555 VRH - @ \$80.34 per vehicle revenue hour)

This represents an increase in costs of approximately 15% in the first year, 26% in the second year and 31% in the third year from our current rate of \$64.27 per vehicle revenue hour. The rate increase is due to additional staffing needs due to increased service hours, increased hours of operation, and a new union contract with wage increases for all drivers and dispatchers.

This increase has already been accounted for the in FY 2022 budget.

Options:

Staff has evaluated the cost to perform the service in house by hiring the drivers and dispatchers as well as hiring an operations manager, and field supervisor. Staff evaluated two options: The first is hiring the same number of employees as proposed by the contractor, and the second is minimizing staffing requirements for efficiency. Both options presented in the “In-House” attachment.

Under the first scenario the cost to bring the service in house was more expensive throughout the three years due to personnel costs. Under the second scenario the cost is initially more expensive, but becomes less so as the contract period moves forward. This is due to reduced personnel resulting in lower operational costs.

Recommendation:

Staff recommends to the Council that the City enter into contract with First Transit to provide transit service for a period of three years beginning July 1, 2021 and ending June 30, 2024 with three one year options for extension. Staff will re-evaluated costs prior at the end of the three years and prior to any extensions.

Proposed Motion:

“I move to pass **Ordinance No. 1554**: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH FIRST TRANSIT, INC OF CINCINNATI, OHIO, FOR PROVIDING TRANSIT OPERATIONS FOR CANBY AREA TRANSIT (CAT) to a second reading on May 19, 2021.”

Recommendation

Staff respectfully recommends that the Council approve this Intergovernmental Agreements (IGAs) with Clackamas County to transfer rights and duties as road authority for portions of N. Locust Street, N. Maple Street, N. Redwood and S. Redwood Street to the City of Canby.

Motion:

“I move to adopt Ordinance 1553, An Ordinance Approving two Intergovernmental Agreements Between Clackamas County and the City of Canby Permitting Authority and Maintenance Responsibility for Portions of N. Locust Street, N. Maple Street, N. Redwood Street, and S. Redwood Street Both In and Out of Canby City Limits.”

ORDINANCE NO. 1554

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH FIRST TRANSIT, INC. OF CINCINNATI, OHIO FOR PROVIDING TRANSIT OPERATIONS FOR CANBY AREA TRANSIT (CAT).

WHEREAS, the City of Canby on behalf of Canby Area Transit (CAT) heretofore issued Request for Proposal (RFP) CAT2021 on February 11, 2021 requesting proposals from qualified companies for Canby Area Transit Operations; and

WHEREAS, the City of Canby received proposals from three (3) potential companies as follows on or before 4:00 PM on March 18, 2021:

Company Name:

First Transit, Inc.

MTR Western

MV Transportation, Inc.

WHEREAS, following an interview process, a five (5) member Selection Committee individually scored the proposals and met on April 8, 2021 to review these scores in accordance with the Evaluation Criteria detailed in the RFP; and

WHEREAS, First Transit, Inc. received the top score of 70.82% and was identified unanimously by the Selection Committee as the most able, experienced and best value proposer.

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

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 First Transit, Inc. of Cincinnati, Ohio to provide transit operations for the City's Transit System. A copy of said contract, dated May 19, 2021, is attached hereto as Exhibit "A" and by this reference incorporated herein.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, May 5, 2021, 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, May 19, 2021 commencing at the hour of 7:30PM in the City Council Chambers located at 222 NE 2nd Avenue, 1st Floor, Canby, Oregon.

Melissa Bisset
Melissa Bisset, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on May 19, 2021, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Melissa Bisset, CMC
City Recorder

AFFIDAVIT OF POSTING

STATE OF OREGON)
)
County of Clackamas) ss:
)
CITY OF CANBY)

I, Melissa Bisset, being first duly sworn, depose and say that I am the City Recorder for the City of Canby, Clackamas County, Oregon, a City duly incorporated under and by virtue of the laws of the State of Oregon.

That on the 5th day of May, 2021 the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1554 was read for the first time and passed by the vote of said Council and was then and there ordered posted in at least three (3) public and conspicuous places in said City for a period of five (5) days prior to the second reading and final vote on said Ordinance, as provided in Section 2 of Chapter 8 of the Charter of the City of Canby, and

Thereafter, on the 10th day of May, 2021, I personally posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

1. Canby Civic Building – Front Doors
2. Canby Post Office
3. City of Canby Web Page

That since said posting on the date aforesaid, the said Ordinance will remain posted in the said three (3) public and conspicuous places continuously for the period of more than five (5) days and until the very 19th day of May, 2021.

Melissa Bisset
Melissa Bisset, City Recorder

Subscribed and sworn to before me this 12th day of May, 2021.

Erin Elizabeth Burckhard
Notary Public for Oregon
My Commission Expires: June 19, 2023

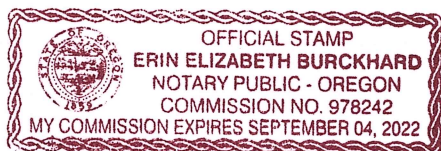


Exhibit "A"

**Transit Services Contract
No: CAT2021**

THIS CONTRACT made and entered into, in duplicate, this 19th day of May, 2021 by and between the City of Canby, Oregon, a municipal corporation, hereinafter called "City," and First Transit, Inc, with headquarters located in Cincinnati, Ohio hereinafter called "Contractor" for the following project and amount as set forth below.

WHEREAS, City is authorized by the Oregon Revised Statutes to furnish and operate public transportation services for the City of Canby and to enter into a contract with an operator to provide such services and City has determined such public transportation services were in the best interest of the residents of City and has exercised its authority within its boundaries to furnish such services; and

WHEREAS, City issued its Request for Proposal (RFP) dated February 11, 2021 to provide such services, and Contractor submitted its Proposal dated March 16, 2021 in response thereto. Following an evaluation by the City and its selection committee, Contractor was selected to be the most efficient and reliable service provider among the field of qualified competitors; and

WHEREAS, the Parties now wish to enter into this Transit Contract Agreement to memorialize their agreement,

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

Contractor will provide services as specified to operate Canby Area Transit service as described in the Request for Proposal and listed attachments beginning July 1, 2021 through June 30, 2024, with three (3) one year options to renew in succeeding years. The Parties acknowledge and agree that a decision to renew is completely within the discretion of the City.

Attachments on file and FTA Requirements made part of this contract:

RFP CAT2021 which includes:
Federal Transit Administration Requirements (Section 4)
Attachments A through G
Contractor response to RFP CAT2021 (dated March 16, 2021)

This Transit Contract relies heavily on the published RFP by the City and the Proposal as submitted by the Contractor. Unless specifically noted in writing between the Parties, Contractor and City will follow all Terms and Conditions as outlined in the RFP dated February 11, 2021 and Contractor's Proposal dated March 16, 2021, along with the

pricing structure submitted on April 23, 2021.

Compensation Amount as of Date of Award:

Compensation is based on a Vehicle Revenue Hour (VRH) rate

Budget – Year 1 \$1,453,743 (19,969 VRH - @ \$72.80 per vehicle revenue hour)

Budget – Year 2 \$1,591,787 (20,748 VRH - @ \$76.72 per vehicle revenue hour)

Budget – Year 3 \$1,651,389 (20,555 VRH - @ \$80.34 per vehicle revenue hour)

Option extensions to be added by amendment as agreed upon between the parties in future negotiation should the City choose to renew the agreement for succeeding year(s).

Compensation amount awarded is a not-to-exceed dollar figure which cannot be increased without documented justification and a signed authorization of contract change.

CONTRACTOR IDENTIFICATION AND BUSINESS LICENSE: Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service. Contractor understands it is required to obtain an annual 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.

SUBCONTRACTORS AND ASSIGNMENT: Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City which would not be unreasonably withheld. City, by this Contract 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 applicable OSHA regulations and requirements.

WAIVER OF CONDITIONS: The waiver of any provision, term or condition of these Contract Documents by City on any particular occasion shall not constitute a general waiver of said provision, term or condition, nor a release from Contractor's obligation to otherwise perform or observe such condition or any other term of the Contract.

SEVERABILITY: In the event any provision of this Contract is declared or determined to be unlawful, invalid or unconstitutional such declaration shall not affect, in any manner, the legality of the remaining provisions of the Contract and each provision of the Contract will be and is deemed to be separate and severable from each provision.

GOVERNING LAW AND VENUE: Contractor warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction in all aspects of its performance of this Contract. The laws of the State of Oregon shall govern the interpretation of any provisions of this contract. Venue shall be in the Clackamas County Circuit Court.

LEGAL EXPENSES: Prior to submitting a dispute to a court of law, the parties agree to negotiate in good faith to resolve any dispute that may arise, and parties agree to mediation using a mutually agreed upon mediator prior to submitting to a court of competent jurisdiction. In the event legal action is brought by the 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 attorney fees, costs and expenses as may be set by the court both at trial and all appeals therefrom.

FORCE MAJEURE: In the event Contractor is unable to provide the transportation services as specified in this contract because of any act of God, civil disturbance, fire, riot, war, terrorism, governmental action, pandemics or epidemics, failure of the communication or power grid, or any other condition or cause beyond Contractor's control will temporarily excuse contractor from performance under this contract only for the duration of the cause or condition.

NOTICES: Either the City or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

AMENDMENTS: Amendment or changes to this Contract shall be in writing and will become a part of this Contract when agreed upon by both parties and signed by the Authorized Officials.

REOPENER: Where changes in service are impacted by greater than ten (10) percent for over a six month period, or where changes in law require changing the pricing structure to remain in compliance with law, the parties agree to re-open the contract and negotiate in good faith upon the written request of either party. The negotiation will be mindful of the period of loss and make a reasonable attempt to incorporate retroactive losses. If the parties cannot come to a mutual agreement within 60 days of service of the written request, the contract may then be terminated with 90 days written notice.

Any and all notices, writings, correspondence, etc as required by this Contract shall be directed to City and Contractor, respectively, as follows:

CITY OF CANBY:

Scott Archer
City of Canby
PO Box 930
222 NE 2nd Avenue
Canby, OR 97013
503.266.4021

CONTRACTOR:

IN WITNESS WHEREOF, City and Contractor have executed this Contract for Transit Service dated ____June, 2021.

CITY:

CONTRACTOR:

Signature of Authorized Official

Signature of Authorized Official

Name, Title of Authorized Official
(print or type)

Name, Title of Authorized Official
(print or type)

Date

Date

Bringing Transit In-House Scenerios											
Similar Staffing to First Transit				Minimal Staffing							
	2021-22	2022-23	2023-24		2021-22	2022-23	2023-24				
1 - Ops Manager	\$119,026.00	\$122,596.78	\$126,274.68	1 - Ops Manager	\$119,026.00	\$122,596.78	\$126,274.68				
1 - Field Supervisor	\$107,502.00	\$110,727.06	\$114,048.87	1 - Field Supervisor	\$107,502.00	\$110,727.06	\$114,048.87				
3 - Dispatchers	\$244,244.00	\$251,571.32	\$259,118.46	3 - Dispatchers	\$244,244.00	\$251,571.32	\$259,118.46				
11 - Full Time Drivers	\$895,562.00	\$922,428.86	\$950,101.73	10 - Full Time Drivers	\$814,148.00	\$838,572.44	\$863,729.61				
5 - 19 hour Drivers	\$147,815.00	\$152,249.45	\$156,816.93	4 - 19 hour Drivers	\$118,252.00	\$121,799.56	\$125,453.55				
Additional Admin OH	\$123,828.00	\$123,828.00	\$123,828.00	Additional Admin OH	\$107,608.00	\$107,608.00	\$107,608.00				
Driver Uniforms	\$5,000.00	\$5,000.00	\$5,000.00	Driver Uniforms	\$5,000.00	\$5,000.00	\$5,000.00				
Driver Physicals & D/A Testing	\$3,000.00	\$3,000.00	\$3,000.00	Driver Physicals & D/A Testing	\$3,000.00	\$3,000.00	\$3,000.00				
Total Cost	\$1,645,977.00	\$1,691,401.47	\$1,738,188.67	Total Cost	\$1,518,780.00	\$1,560,875.16	\$1,604,233.17				
Total Hours	19,969	20,748	20,555	Total Hours	19,970	20,748	20,555				
Per Hour for Comparison	\$82.43	\$81.52	\$84.56	Per Hour for Comparison	\$76.05	\$75.23	\$78.05				
Contractor Costs	\$1,453,743.20	\$1,591,786.56	\$1,651,388.70		\$1,453,743.20	\$1,591,786.56	\$1,651,388.70				
Difference from Contractor	\$192,233.80	\$99,614.91	\$86,799.97		\$65,036.80	(\$30,911.40)	(\$47,155.53)				
Assumptions:	PERS - All OPSRP	PERS - All OPSRP	PERS - All OPSRP	Assumptions:	PERS - All OPSRP	PERS - All OPSRP	PERS - All OPSRP				
	Salary - All Midrange	Salary - All Midrange	Salary - All Midrange		Salary - All Midrange	Salary - All Midrange	Salary - All Midrange				
	Insurance - EE + Spouse	Insurance - EE + Spouse	Insurance - EE + Spouse		Insurance - EE + Spouse	Insurance - EE + Spouse	Insurance - EE + Spouse				



City of Canby

PO Box 930
222 NE 2nd Ave
Canby, OR 97013

Phone: 503.266.4021
Fax: 503.266.7961
www.canbyoregon.gov

City Council Staff Report

DATE: May 19, 2021

TO: Honorable Mayor Hodson and City Council

FROM: Scott Archer, City Administrator

ITEM: **Ordinance No. 1555**: An Ordinance authorizing the City Administrator to enter into an Employment Contract between the City of Canby and Chief Jorge Tro.

Summary

Should the City contract with its Chief of Police for the next three and a half years following his official retirement with PERS?

Background and Discussion

Our current Chief of Police, Jorge Tro, has worked for Canby in his position since April 1, 2021. Tro has worked for the City of Canby as a sworn officer for 25 years. He is in good standing and wishes to officially retire from the PERS system on July 1, 2021. He has offered to continue working for Canby as Chief for the amount of time that PERS currently allows for police and fire personnel (a law which currently expires December 31, 2024). He would like to take advantage of these recent changes in PERS that will allow him to retire, yet work back in his position until December 31, 2024, without affecting his PERS retirement. He would even want to possible work more if the law changes in the future.

He is therefore offering to officially retire under PERS, but he wishes to keep his standing and accrual rates consistent in this work back. During this time, the City won't have to pay the employee portion of the PERS IAP (currently set at 6%), so the City will save by not having to pay that six (6) percent.

Attachments

Exhibit A—Employment Contract Agreement for Chief Jorge Tro.

Fiscal Impact

The City will realize a six (6%) percent PERS IAP (based off salary) savings as compared to the continued employment for the same amount of time

Options

Authorize the contract

Reject the contract

Recommendation

Staff recommends the Council authorize the contract by passing the ordinance.

Proposed Motion

“I move to adopt **Ordinance No. 1555**, An Ordinance authorizing the City Administrator to enter into an Employment Contract between the City of Canby and Chief Jorge Tro.”

ORDINANCE NO. 1555

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN EMPLOYMENT CONTRACT BETWEEN THE CITY OF CANBY AND CHIEF JORGE TRO.

WHEREAS, the City of Canby has employed Jorge Tro as Chief of Police since April 1, 2021; and

WHEREAS, Jorge Tro has been and continues to be in good standing with the City of Canby for over 25 years; and

WHEREAS, Jorge Tro wants to officially retire in the Oregon PERS system as of July 1, 2021; and

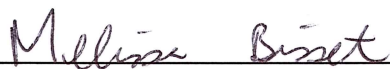
WHEREAS, the City of Canby would like Jorge Tro to work back as Chief of Police until at least December 31, 2024 under current PERS rules;

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

Section 1. The Interim City Administrator is hereby authorized on behalf of the City to enter into an Employment Contract Agreement with Jorge Tro to continue as Chief of Police for the City. A copy of the Agreement is attached hereto as Exhibit "A."

Section 2. The effective date of this Ordinance shall be June 19, 2021.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 5, 2021, ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, May 19, 2021, commencing at the hour of 7:30 PM in the Council Chambers located at 222 NE 2nd Avenue, 1st Floor Canby, Oregon.



Melissa Bisset
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 19th day of May 2021, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Melissa Bisset, CMC
City Recorder

AFFIDAVIT OF POSTING

STATE OF OREGON)
)
County of Clackamas) ss:
)
CITY OF CANBY)

I, Melissa Bisset, being first duly sworn, depose and say that I am the City Recorder for the City of Canby, Clackamas County, Oregon, a City duly incorporated under and by virtue of the laws of the State of Oregon.

That on the 5th day of May, 2021 the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1555 was read for the first time and passed by the vote of said Council and was then and there ordered posted in at least three (3) public and conspicuous places in said City for a period of five (5) days prior to the second reading and final vote on said Ordinance, as provided in Section 2 of Chapter 8 of the Charter of the City of Canby, and

Thereafter, on the 10th day of May, 2021, I personally posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

1. Canby Civic Building – Front Doors
2. Canby Post Office
3. City of Canby Web Page

That since said posting on the date aforesaid, the said Ordinance will remain posted in the said three (3) public and conspicuous places continuously for the period of more than five (5) days and until the very 19th day of May, 2021.

Melissa Bisset
Melissa Bisset, City Recorder

Subscribed and sworn to before me this 12th day of May, 2021.

Erin Elizabeth Burckhard
Notary Public for Oregon
My Commission Expires: June 19, 2023

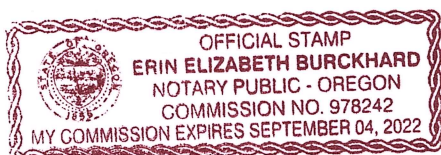


Exhibit A

Contract / Agreement for Employment between the City of Canby and Jorge Tro

This Agreement for employment is entered into between the City of Canby, Oregon, an Oregon municipal corporation (City), and Jorge Tro.

RECITALS

- A. Jorge Tro is presently employed with the City as a regular, full-time Chief of Police.
- B. Jorge Tro has indicated his intent to retire from employment with the City effective July 1, 2021, or sometime close thereafter.
- C. Jorge Tro desires to return to employment with the City after retirement as a contract employee, and the City is willing to allow Jorge Tro to return to employment as provided in this agreement.

AGREEMENT

Now, therefore, in consideration of the foregoing and the mutual covenants and obligations set forth in this Agreement, it is hereby agreed to as follows:

- 1. Upon his retirement from employment with the City (currently aiming to be effective July 1, 2021), the City agrees to employ Jorge Tro and Jorge Tro agrees to work for the City in the same position, retaining his appointment as Chief of Police, with the same duties as that position in which he was employed at the time of his retirement, and shall perform such other duties as may, from time to time, be assigned. Jorge Tro will retain his current level of seniority and the same date of appointment (April 1, 2021). No probationary period will apply.
- 2. The term of this Agreement is currently intended to be for 3 years, 6 months, beginning July 1, 2021, and ending December 31, 2024; however, if Oregon laws regarding PERS police retirees extend the term of eligibility for such employment, the City will offer an extension to this contract. At the time of any such extension, the parties will mutually agree to an extended period in writing. During the term of his employment, Jorge Tro will serve "at will" and either party may terminate this agreement at any time. If Jorge Tro resigns or the City elects to terminate this agreement, at least thirty (30) days' notice will be given to the other party. In the event of termination for cause, crime, or indictment, this notice will not apply.
- 3. In the event employment is terminated during such time that Jorge Tro is willing and able to perform the duties under this Agreement, the City shall pay Jorge Tro a lump sum cash amount equal to four (4) months aggregate base salary, including the cost of individual health coverage over that time. In the event Jorge Tro's employment is terminated for just cause, because of an indictment for an illegal act, or convicted of a crime involving moral turpitude, the City shall have the right to terminate Jorge Tro's employment and

this Agreement immediately without the obligation to pay any severance pay as designated in this paragraph. Provided, that after Indictment for an illegal act, Jorge Tro is acquitted of all charges or if all charges are dismissed with prejudice within six (6) months of the Indictment, the City shall pay the severance amount to Jorge Tro. Severance amounts shall be paid within thirty (30) days of the date of termination, unless mutually agreed upon in writing.

4. At the commencement of his employment under this agreement, Jorge Tro will receive a bi-weekly gross salary equal to his salary at the time of his retirement (and will be subject to regular withholding and payroll taxes). In addition, Jorge Tro will receive the same merit increases, incentives and annual cost of living adjustments as all City of Canby, non-represented employees. Jorge Tro may work a Monday through Friday schedule, a 5/8 or 4/10 forty (40) hours work week, subject to approval by the City Administrator.
5. Jorge Tro will also be entitled to the following benefits:
 - a. Jorge Tro will be compensated with the current accrued Administrative (fifty-five (55) hours) and Personal Leave (eight (8) hours) and will be entitled to be paid/credited for any unused Vacation, Administrative, and Personal Leave upon termination of his employment, as allowed by the City's Policy. Jorge Tro will retain his current rate of accrual for any/all Administrative and Personal Leave as allowed by City Policy.
 - b. Jorge Tro will start with 80 hours of accrued Vacation Leave and will be entitled to be paid/credited for any unused Vacation Leave upon termination of his employment. Tro can use but not cash out his gifted bank of 80 hours of Vacation Leave until he has successfully completed one year under this contract. Otherwise, the selling back of time will be as allowed by the City's Policy for non-represented management employees. Jorge Tro will retain his current rate of accrual for any/all Vacation Leave.
 - c. Jorge Tro will start with 80 hours of accrued Sick Leave and will be immediately entitled to use this according to City Policy without any waiting period. Jorge Tro will retain his current rate of accrual for any/all Sick Leave. As a contract employee, Tro will not be able to cash out or sale any unused Sick Leave.
6. The City agrees to provide Jorge Tro the same coverage and pay the same premium rate/schedule portion for the City's health, dental and vision insurance, life insurance and long term disability plan as provided for regular, full-time, non-representative, management employees (as that in which he was employed at the time of his retirement).
7. The City and Jorge Tro acknowledge that Jorge Tro will be a retired public employee receiving benefits under the Oregon Public Employee Retirement System (PERS), and is subject to the laws, rules and regulations governing employment of PERS police officer retirees.

8. Jorge Tro will, at all times during his employment under this agreement, meet and maintain compliance with all fitness standards required by the City for the position in which he is employed.
9. This is a Contract Agreement for employment under and subject to the City's Policy and Procedures, other than those exceptions noted in this Agreement, and Jorge Tro is subject to those policies and procedure and to the Canby Police Department's Policies and Procedures; to include any amendments that may occur from time to time.
10. Integration: This Agreement supersedes and incorporates all prior agreements between the parties and constitutes the entire agreement between the parties. No other agreement, promise or understanding between the parties that is not set forth herein shall be binding or enforceable.

This Contract / Agreement is effective July 1, 2021.

As representative witnesses with the City of Canby, Oregon, the following individuals have executed this Agreement:

By:	_____	_____
	City Administrator	Chief of Police
	Scott Archer	Jorge Tro

Date:	_____	Date: _____
-------	-------	-------------



City of Canby

PO Box 930
222 NE 2nd Ave
Canby, OR 97013

Phone: 503.266.4021
Fax: 503.266.7961
www.canbyoregon.gov

City Council Staff Report

DATE: May 19, 2021

TO: Honorable Mayor Hodson and City Council

THRU: Scott Archer, City Administrator

FROM: Dave Conner, Wastewater Services Manager

ITEM: **Ordinance No. 1552** : An Ordinance authorizing the Mayor and City Administrator to enter into a contract with Heard Farms for Wastewater Sewage Sludge Removal; and repealing Ordinance 1527. *(Second Reading)*

Summary

The City is currently contracting with Heard Farms for sewage sludge removal at the City's Wastewater Treatment Facility. Under the existing, annual contract, the price charged per wet ton hauled has been \$61 for the last 2 years. This pricing has been very low (current pricing of remaining Wasco County alternative is \$88 per ton) in comparison to other sludge removal options. In moving forward, a 3 year sole source contract for beneficial reuse (and due to no other sludge handling facility being available) is the best option. The first year will be \$74.50 per ton, the second year \$76 per ton and the third \$78 per ton. If diesel pricing exceeds a 50% increase in the 2nd and 3rd year the contractor may request to bargain a shared cost on the % increase.

Background

Heard Farms has been Hauling and processing Canby's sludge/biosolids at their Roseburg facility since 2013 on an annually renewed contract basis. Heard Farms also supplies a front end loader on site and loads their own semi-trucks and trailers at the wastewater treatment facility and prepares them for transport.

Discussion

The Public Contract Rules in Oregon allow for a local contract review board (the Canby City Council is one under Oregon law) to find in writing that a good or service is only available from a sole source. One of the ways to find this is to recognize that it is the only truly efficient way to procure a particular good or service. In this instance, research has found that Heard farms is the only private company in Oregon that accepts and produces class B biosolids for beneficial reuse. Hauling to Wasco landfill is the other option but has proved to be more expensive and very inconvenient in comparison to Heard farms coming to our site to pick it up.

Attachments

Personal Services Agreement and attachment, EXHIBIT "A"

Fiscal Impact

2020 production cost was approximately \$127,185. The fiscal impact in the first year will be approximately an additional \$28,000 based off of 2020 sludge removal volumes. Year 2 and 3 will add an additional \$3,000 and \$4000 respectively.

Options

1. Authorize the Contract

Recommendation

Staff recommends the Council authorize the contract as presented.

Proposed Motion

"I move to adopt Ordinance No. 1552 An Ordinance authorizing the City of Canby to enter into a contract with Heard Farms for wastewater sewage sludge removal."

ORDINANCE NO. 1552

AN ORDINANCE AUTHORIZING THE CITY OF CANBY TO ENTER INTO A CONTRACT WITH HEARD FARMS FOR WASTEWATER SEWAGE SLUDGE REMOVAL; AND REPEALING ORDINANCE 1527

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

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

WHEREAS, the Canby City Council is the local contract review board in accordance with Oregon Revised Statute (ORS) 279B.075 and is vested with procurement authority under ORS 279A.050; and

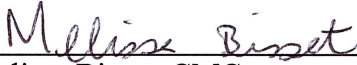
WHEREAS, the Canby City Council finds that Heard Farms is the sole source of this service based on the fact that the only other existing options are scarce and inefficient, namely, that Heard Farms is the only private, regulated facility in the State of Oregon that takes municipal sludge and treats to a Class B biosolid, while the remaining option is to expensively and inconveniently haul the sludge to a landfill in Wasco County.

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

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

Section 2. The effective date of this Ordinance shall be July 1, 2021.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 5, 2021 ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, May 19, 2021 commencing at the hour of 7:30 PM in the Council Chambers located at 222 NE 2nd Avenue, 1st Floor Canby, Oregon.



Melissa Bisset, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 19th day of May 2021, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Melissa Bisset, CMC
City Recorder

AFFIDAVIT OF POSTING

STATE OF OREGON)
)
County of Clackamas) ss:
)
CITY OF CANBY)

I, Melissa Bisset, being first duly sworn, depose and say that I am the City Recorder for the City of Canby, Clackamas County, Oregon, a City duly incorporated under and by virtue of the laws of the State of Oregon.

That on the 5th day of May, 2021 the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1552 was read for the first time and passed by the vote of said Council and was then and there ordered posted in at least three (3) public and conspicuous places in said City for a period of five (5) days prior to the second reading and final vote on said Ordinance, as provided in Section 2 of Chapter 8 of the Charter of the City of Canby, and

Thereafter, on the 10th day of May, 2021, I personally posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

1. Canby Civic Building – Front Doors
2. Canby Post Office
3. City of Canby Web Page

That since said posting on the date aforesaid, the said Ordinance will remain posted in the said three (3) public and conspicuous places continuously for the period of more than five (5) days and until the very 19th day of May, 2021.

Melissa Bisset
Melissa Bisset, City Recorder

Subscribed and sworn to before me this 12th day of May, 2021

Erin Elizabeth Burckhard
Notary Public for Oregon
My Commission Expires: June 19, 2023



EXHIBIT "A"

PERSONAL SERVICES AGREEMENT

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

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

The Parties Agree a Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. **Contractor understands it is required to obtain a City of Canby Business License for conducting business in the City. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.**
- 3. Compensation:
 - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto.
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
 - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
 - B. Contractor certifies that it is either a carrier-insured employer or a self-

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

- C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
- 5. Subcontractors and Assignment. Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions this agreement as well as applicable OSHA regulations and requirements.
- 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 delivery of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If Contractor fails to abide by the terms of this Agreement.
 - c. If services are no longer required.
- 8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.
- 9. Insurance. Insurance shall be maintained by the Contractor with the following limits:
 - A. For General Liability Insurance, Contractor shall provide a Certificate of

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

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

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

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

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

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

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.

Nome de Negócio	Endereço	Telefone	CCB#

[illegible]

The City hereby approves the above listed subcontractors.

City of Canby

Date

EXHIBIT "A"

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

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

1. Heard Farms will pick up and dispose of sewage sludge from the City of Canby Wastewater Treatment Plant located at 1480 NE Territorial Road in Canby, Oregon, at a price of \$74.50 per ton the first year, \$76 per ton the second year and \$78 per ton the third year.
2. In the second and third year of the agreement Heard Farms may request to open the contract and bargain a shared cost in fuel based on the previous year's increase.
 - A. The increase in Diesel fuel will be based on Oregon's average from July to June and must exceed a 50% increase before requesting to bargain a shared cost on the percent increase.
3. The Personal Services Agreement shall be effective from July 1, 2021 through June 30, 2024.
4. Sewage sludge is not required to meet the Class B standard in order for Heard Farms to haul and dispose of. The sewage sludge shall be in the range of 5 to 9 on the pH scale. Any testing of the sewage sludge for disposal purposes will be the responsibility of Heard Farms and will be done at the Heard Farms facility. The City is not responsible for this testing at all.
5. Containers and/or trailers will be hauled off by Heard Farms within 24 hours of the load being ready.
6. The City does not guarantee a specific amount of sewage sludge each month, but parties assume that amounts should be fairly consistent from month to month.
7. The City continues to reserve the right to haul off or have any excess sludge removed that Heard Farms cannot pick up and dispose of in a timely manner (by the end of each work week). The goal is to not store any sewage sludge.
8. Ownership of the sewage sludge transfers to Heard Farms upon pick-up by Heard Farms.
9. Heard Farms must have their own spill management, notification and cleanup plan.



City of Canby

PO Box 930
222 NE 2nd Ave
Canby, OR 97013

Phone: 503.266.4021
Fax: 503.266.7961
www.canbyoregon.gov

City Council Staff Report

DATE: May 5, 2021

TO: Honorable Mayor Hodson and City Council

THRU: Scott Archer, City Administrator

FROM: Jerry Nelzen, Interim Public Works Director

ITEM: County Road Transfers

Summary

This IGA between the County and the City will allow for portions of N. Maple Street, S. Redwood Street, N. Locust Street, and N. Redwood Street to become city streets. There are two IGAs, one for road transfers within the City limits, and the other is for road transfers technically outside City limits.

Background

This Transfer was vetted through the Clackamas County Coordinating Committee in early 2020, and it will be the first transfer under the Community Road Fund's Strategic Investment Fund.

Transferring the rights and duties as road authority for these portions of N. Locust Street, N. Maple Street, N. Redwood Street and S. Redwood Street to the City of Canby will eliminate confusion and improve efficiencies of maintenance and public service. Maintenance will then be up to the City to be done to City standards moving into the future.

Discussion

The City will perform all construction and reconstruction; improvements or repairs and maintenance; review and issuance of access permits; establishment of roadway standards; acquisition of right of way; storm water and drainage facility repair and maintenance; and review and issuance of street opening permits. The County will retain official jurisdiction of these portions of the roadways until such time as jurisdictional transfer as outlined in this agreement with the County has been completed.

Attachments

- IGA between Clackamas County and the City of Canby for road transfers in Canby City Limits.
- IGA between Clackamas County and the City of Canby for road transfers outside Canby City Limits.

Fiscal Impact

The City will receive payment of \$433,342, which represents the cost of a 2" asphalt overlay and ADA improvements along that portions being transferred outside City Limits.

The City will also receive payment of \$348,523, which represents the cost of a 2" asphalt overlay, one area of pre-overlay preparation and ADA improvements along the portions being transferred inside the City Limits.

Recommendation

Staff respectfully recommends that the Council approve this Intergovernmental Agreements (IGAs) with Clackamas County to transfer rights and duties as road authority for portions of N. Locust Street, N. Maple Street, N. Redwood and S. Redwood Street to the City of Canby.

Proposed Motion:

“I move to pass **Ordinance 1553**, An Ordinance Approving two Intergovernmental Agreements Between Clackamas County and the City of Canby Permitting Authority and Maintenance Responsibility for Portions of N. Locust Street, N. Maple Street, N. Redwood Street, and S. Redwood Street Both In and Out of Canby City Limits to a second reading on May 19, 2021.”

ORDINANCE NO. 1553

AN ORDINANCE APPROVING TWO INTERGOVERNMENTAL AGREEMENTS (IGAs) BETWEEN CLACKAMAS COUNTY AND THE CITY OF CANBY PERMITTING AUTHORITY AND MAINTENANCE RESPONSIBILITY FOR PORTIONS OF N. LOCUST STREET, N. MAPLE STREET, N. REDWOOD STREET, AND S. REDWOOD STREET BOTH IN AND OUT OF CITY LIMITS.

WHEREAS, Clackamas County currently has authority and maintenance responsibility for portions of N. Locust St., N. Maple St., N. Redwood St., and S. Redwood St., some within and some technically outside the Canby city limits; and

WHEREAS, the City of Canby desires to accept the authority and maintenance responsibility of the aforementioned roads moving forward; and

WHEREAS, Clackamas County is willing to pay certain amounts to allow the City to repair these roads with an overlay in exchange for the City accepting these into its street system; and

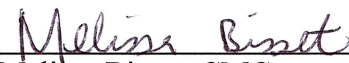
WHEREAS, Clackamas County has offered two IGAs that effectuate this exchange of authority and monetary compensation.

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

Section 1. The City Administrator is hereby authorized on behalf of the City to enter into two Intergovernmental Agreements between Clackamas County and the City of Canby Permitting Authority and Maintenance Responsibility for Portions of N. Locust Street, N. Maple Street, N. Redwood Street, and S. Redwood Street Both In and Out of Canby City Limits. Copies of the IGAs are attached hereto as Exhibits "A and B."

Section 2. The effective date of this Ordinance shall be June 18, 2021.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 5, 2021 ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, May 19, 2021 commencing at the hour of 7:30 PM in the Council Chambers located at 222 NE 2nd Avenue, 1st Floor Canby, Oregon.



Melissa Bisset, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 19th day of May 2021, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Melissa Bisset, CMC
City Recorder

AFFIDAVIT OF POSTING

STATE OF OREGON)
)
County of Clackamas) ss:
)
CITY OF CANBY)

I, Melissa Bisset, being first duly sworn, depose and say that I am the City Recorder for the City of Canby, Clackamas County, Oregon, a City duly incorporated under and by virtue of the laws of the State of Oregon.

That on the 5th day of May, 2021 the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1553 was read for the first time and passed by the vote of said Council and was then and there ordered posted in at least three (3) public and conspicuous places in said City for a period of five (5) days prior to the second reading and final vote on said Ordinance, as provided in Section 2 of Chapter 8 of the Charter of the City of Canby, and

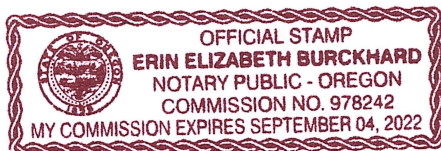
Thereafter, on the 10th day of May, 2021, I personally posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

1. Canby Civic Building – Front Doors
2. Canby Post Office
3. City of Canby Web Page

That since said posting on the date aforesaid, the said Ordinance will remain posted in the said three (3) public and conspicuous places continuously for the period of more than five (5) days and until the very 19th day of May, 2021.

Melissa Bisset
Melissa Bisset, City Recorder

Subscribed and sworn to before me this 12th day of May, 2021.



Erin Elizabeth Burckhard
Notary Public for Oregon
My Commission Expires: June 19, 2023



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

April 22, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Clackamas County and the City of Canby to Transfer Permitting Authority and Maintenance Responsibility for of Portions N. Locust Street (County Road #1782, DTD #31077, N. Maple Street (County Road #2579, DTD #31029) and S. Redwood Street (County Road #0277, DTD #41023 to the City

Purpose/Outcomes	Transfers permitting authority and maintenance responsibility for construction on portions of N. Locust Street, N. Maple Street and S. Redwood Street to the City of Canby.
Dollar Amount and Fiscal Impact	Cost savings in the form of staff time and materials related to the permitting, maintenance and oversight of this roadway and a onetime payment of \$348,523, which represents the cost of a 2" asphalt overlay, one area of pre-overlay preparation and ADA improvements along the portions being transferred.
Funding Source	Community Road Fund
Duration	Upon execution; permanent
Previous Board Action	April 13, 2021: Discussion item at issues
Strategic Plan Alignment	1. This transfer will directly align with our departments Business Plan goal of completing jurisdictional transfer of roads to cities. 2. The cost savings realized by this transfer will allow transparency for the budget.
Counsel Review	1. Date of Counsel review: March 04, 2021 2. NB
Procurement Review	Was this item processed through Procurement? No This item is an IGA related to a transfer of Jurisdiction
Contact Person	Michael Bays, Survey Cadd Supervisor; 503-742-46667

Clackamas County currently has jurisdiction, including permitting authority, enforcement of road standards and maintenance responsibility of N. Locust Street, N. Maple Street and S. Redwood Street. This intergovernmental agreement addresses transferring rights and duties as "road authority," including permitting authority, development of road standards, and maintenance responsibility to the City for portions of N. Locust Street, N. Maple Street and S. Redwood Street. This Transfer was vetted though the Clackamas County Coordinating Committee in early 2020 and will be the first transfer under the Community Road Fund's Strategic Investment Fund.

Transferring the rights and duties as road authority for these portions of N. Locust Street, N. Maple Street and S. Redwood Street to the City of Canby will eliminate confusion and improve efficiencies of maintenance and public service. The City will perform all construction and reconstruction; improvement or repair and maintenance; review and issuance of access permits; establishment of roadway standards; acquisition of right of way; storm water and drainage facility repair and maintenance; and review and issuance of street opening permits. The County will retain official jurisdiction of these portions of the roadways until such time as jurisdictional transfer as outlined in this agreement with the County has been completed.

RECOMMENDATION:

Staff respectfully recommends that the Board approve this Intergovernmental Agreement with the City of Canby to transfer rights and duties as road authority for portions of N. Locust Street, N. Maple Street and S. Redwood Street to the City.

Respectfully submitted,

Michael Bays

Michael Bays, Survey Cadd Supervisor
Attachments: IGA, Exhibits

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CANBY AND
CLACKAMAS COUNTY RELATED TO THE TRANSFER OF A PORTION OF N.
LOCUST STREET, N. MAPLE STREET AND S. REDWOOD STREET**

This agreement (the “Agreement”) is made on the date all required signatures have been obtained, between the City of Canby (“CITY”), a municipal corporation of the State of Oregon, and Clackamas County (“COUNTY”), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Intergovernmental Cooperation), collectively referred to as the “PARTIES” and each a “PARTY.”

RECITALS

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform;

WHEREAS, the portions of N. Locust Street, N. Maple Street and S. Redwood Street subject to this Agreement are located entirely within the boundaries of the City and are County Roads, as defined in ORS 368.001 (“N. Locust Street, N. Maple Street and S. Redwood Street”);

WHEREAS, N. Locust Street, N. Maple Street and S. Redwood Street are depicted in Exhibits “B-1, B-2 and B-3”, and more particularly described in Exhibits “A-1, A-2 and A-3”, all of which are attached hereto and incorporated herein;

WHEREAS, the Parties agree that the City is best suited to assume primary responsibility for maintenance and permitting of N. Locust Street, N. Maple Street and S. Redwood Street;

WHEREAS, ORS 373.270 provides a procedure whereby a county may transfer jurisdiction over any county roads within a city to that city, and the Parties desire to pursue a transfer of jurisdiction of N. Locust Street, N. Maple Street and S. Redwood Street pursuant to the terms of this Agreement; and

WHEREAS, the Parties agree that N. Locust Street, N. Maple Street and S. Redwood Street should be improved, or the City should be compensated, consistent with the terms of this Agreement at, or prior to, the completion of the full transfer pursuant to ORS 373.270.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution, and shall expire automatically at the time the City assumes jurisdiction of N. Locust Street, N. Maple Street and S. Redwood Street pursuant to ORS 373.270, and the County has paid the amount of money set forth herein.

2. **Transfer of Authority.**

- A. Responsibility for Road Authority activities (as outlined in Section 3) for N. Locust Street, N. Maple Street and S. Redwood Street shall be surrendered to the City pursuant to the terms and conditions of this Agreement. The only portions of N. Locust Street, N. Maple Street and S. Redwood Street subject to this Agreement measures approximately 1,823 feet and 85,569 square feet in area, 1,132 feet and 52,988 square feet in area and 1,354 feet and 87,938 square feet in area, respectively, as more particularly depicted on Exhibit “B-1, B-2 and B-3”, and more specifically described on Exhibit “A-1, A-2 and A-3”.
- B. To facilitate the performance of responsibilities under this Agreement, the City hereby accepts responsibility for Road Authority activities (as outlined in Section 3) for N. Locust Street, N. Maple Street and S. Redwood Street, as described herein.
- C. The City shall be solely responsible for all costs associated with the Road Authority activities assumed by the City as set forth in this Agreement.

3. **Road Authority Obligations.** For purposes of this Agreement, the Road Authority activities include those activities the City deems necessary in accordance with City standards, including but not necessarily limited to, the following:

- A. Construction and reconstruction (including capital improvements);
- B. Improvement or repair, and maintenance;
- C. Maintenance and repair of related facilities within the roadway, including but not limited to storm water drainage facilities, traffic control devices, street lights and roadside barriers;
- D. Timely repair or mitigation of known hazards to the road users;
- E. Issuance of permits for work or the establishment of roadway standards on N. Locust Street, N. Maple Street and S. Redwood Street; and
- F. All other responsibilities the County may have under ORS 368 with regards to N. Locust Street, N. Maple Street and S. Redwood Street which may be assumed by the City under state law.

4. **Maintenance Standard.** Any maintenance on N. Locust Street, N. Maple Street and S. Redwood Street required by this Agreement shall be carried out in a manner that is similar to other roads with similar features, function, and characteristics under the City’s jurisdiction.

5. **County Responsibilities.**

- A. The County shall give notice and shall carry out those procedures set forth in ORS 373.270 to determine whether it is necessary, expedient or for the best interests of the County to surrender jurisdiction over N. Locust Street, N. Maple Street and S. Redwood Street

- B. The County shall provide to the City the sum of \$348,523, which is equivalent to the cost of the following improvement: a 2-inch asphalt overlay, one area of pre-overlay preparation and ADA ramp improvements on the portions of N. Locust Street (\$126,482), N. Maple Street (\$95,583) and S. Redwood Street (\$126,458) identified in the exhibits attached to this Agreement. The sum of \$330,523 identified in this paragraph shall be payable to the City within 30 days of the date that full and absolute jurisdiction over N. Locust Street, N. Maple Street and S. Redwood Street is surrendered by the County and accepted by the City as described below.

6. City Responsibilities.

- A. After the County has initiated the process to transfer jurisdiction of N. Locust Street, N. Maple Street and S. Redwood Street, the City shall carry out any additional procedures necessary, as set forth in ORS 373.270, for purposes of finalizing the transfer. The City shall not unreasonably delay or withhold its consent to the transfer of N. Locust Street, N. Maple Street and S. Redwood Street, and shall complete the process to finalize the transfer within 90 days from the date that the County concludes its hearing and decision on the matter. This obligation shall terminate in the event the governing body of the County fails to find that it is necessary, expedient or for the best interests of the County to surrender jurisdiction over N. Locust Street, N. Maple Street and S. Redwood Street
- B. The City agrees to assume full and absolute jurisdiction over the portion of N. Locust Street, N. Maple Street and S. Redwood Street identified in the exhibits attached to this Agreement, if the governing body of the City and the governing body of the County both determine that it is necessary, expedient or for the best interests of their respective jurisdictions to complete the transfer described herein.

7. Termination.

- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

- D. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

8. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

9. General Provisions

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three

- L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- M. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

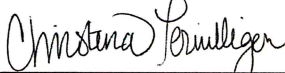
CLACKAMAS COUNTY



Chair

4/22/2021

Date



Recording Secretary

CITY OF CANBY

Mayor

Date

Recording Secretary

years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.

- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- K. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

April 22, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Clackamas County and the City of Canby to Transfer Permitting Authority and Maintenance Responsibility for Portions of N. Maple Street (County Road #2579, DTD #31029) and N. Redwood Street (County Road #2163, DTD #31017) to the City

Purpose/Outcomes	Transfers permitting authority and maintenance responsibility for construction on portions of N. Maple Street and N. Redwood Street to the City of Canby.
Dollar Amount and Fiscal Impact	Cost savings in the form of staff time and materials related to the permitting, maintenance and oversight of this roadway and a onetime payment of \$433,342, which represents the cost of a 2" asphalt overlay and ADA improvements along that portions being transferred.
Funding Source	Community Road Fund
Duration	Upon execution; permanent
Previous Board Action	April 13, 2021: Discussion item at issues
Strategic Plan Alignment	1. This transfer will directly align with our departments Business Plan goal of completing jurisdictional transfer of roads to cities. 2. The cost savings realized by this transfer will allow transparency for the budget.
Counsel Review	1. Date of Counsel review: March 4, 2021 2. NB
Procurement Review	Was this item processed through Procurement? No This item is an IGA related to a transfer of Jurisdiction
Contact Person	Michael Bays, Survey Cadd Supervisor; 503-742-4667

Clackamas County currently has jurisdiction, including permitting authority, enforcement of road standards and maintenance responsibility of N. Maple Street and N. Redwood Street. This intergovernmental agreement addresses transferring rights and duties as "road authority," including permitting authority, development of road standards, and maintenance responsibility to the City for portions of N. Maple Street and N. Redwood Street. This Transfer was vetted though

the Clackamas County Coordinating Committee in early 2020 and will be the first transfer under the Community Road Fund's Strategic Investment Fund.

Transferring the rights and duties as road authority for these portions of N. Maple Street and N. Redwood Street to the City of Canby will eliminate confusion and improve efficiencies of maintenance and public service. The City will perform all construction and reconstruction; improvement or repair and maintenance; review and issuance of access permits; establishment of roadway standards; acquisition of right of way; storm water and drainage facility repair and maintenance; and review and issuance of street opening permits. The County will retain official jurisdiction of this portion of the roadway until such time as the roads are annexed into city limits and the County and the City of Canby can complete a transfer of jurisdiction of these portions of roadway as set forth in this Intergovernmental Agreement.

RECOMMENDATION:

Staff respectfully recommends that the Board approve this Intergovernmental Agreement with the City of Canby to transfer rights and duties as road authority for portions of N. Maple Street and N. Redwood Street to the City.

Respectfully submitted,

Michael Bays

Michael Bays, Survey Cadd Supervisor
Attachments: IGA, Exhibits

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CANBY AND
CLACKAMAS COUNTY RELATED TO ROAD MAINTENANCE AND PERMITTING
AUTHORITY ON A PORTION OF NORTH MAPLE STREET AND NORTH
REDWOOD STREET**

This agreement (the “Agreement”) is made on the date all required signatures have been obtained, between the City of Canby (“CITY”), a municipal corporation, and Clackamas County (“COUNTY”), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Intergovernmental Cooperation), collectively referred to as the “PARITES” and each a “PARTY.”

RECITALS

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform, including the authority to perform as the “Road Authority” related to maintenance and permitting responsibilities for roads;

WHEREAS, portions of North Maple Street and North Redwood Street are County Roads, as defined in ORS 368.001, lying partially outside, but adjacent to the boundaries of the City.

WHEREAS, the Parties agree that the City is best suited to assume primary responsibility for maintenance and permitting of a portion of North Maple Street, measuring approximately 2,020 feet and 113,670 square feet in area, and a portion of North Redwood Street, measuring approximately 2,298 feet and 161,147 square feet in area as more particularly depicted on Exhibits “B-1 and B-2” and which are attached hereto and incorporated herein (“North Maple Street and North Redwood Street”).

WHEREAS, transfer of responsibility with regards to North Maple Street and North Redwood Street will lead to efficient and consistent road maintenance activities and reduce any confusion on the part of the public as to which Party is responsible for the condition and maintenance of North Maple Street and North Redwood Street, which primarily serves the residents of the City;

WHEREAS, the Parties agree that each will consider the full transfer of jurisdiction of North Maple Street and North Redwood Street to the City once North Maple Street and North Redwood Street are entirely annexed into the City’s boundary, and that this Agreement will no longer be necessary if North Maple Street and North Redwood Street are completely annexed into the City; and

WHEREAS, it is the intent of the Parties that the County transfer as much of its responsibility under ORS 368 with regards to North Maple Street and North Redwood Street as may be allowed under state law in order to grant the City control of North Maple Street and

North Redwood Street prior to the annexation and potential jurisdictional transfer of North Maple Street and North Redwood Street.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution. This Agreement shall expire automatically at the time North Maple Street and North Redwood Street are annexed into the City and the City assumes jurisdiction of North Maple Street and North Redwood Street pursuant to ORS 368 and ORS 373.
2. **Transfer of Authority.**
 - A. Responsibility for Road Authority activities (as outlined in Section 3) for North Maple Street and North Redwood Street shall be surrendered to the City pursuant to the terms and conditions of this Agreement. The only portion of North Maple Street and North Redwood Street subject to this Agreement measures approximately 2,020 feet and 113,670 square feet in area and 2,298 feet and 161,147 square feet in area, respectively, as more particularly depicted on Exhibit “B-1, and B-2”, and more specifically described on Exhibit “A-1 and A-2”.
 - B. To facilitate the performance of responsibilities under this Agreement, the City hereby accepts responsibility for Road Authority activities (as outlined in Section 3) for North Maple Street and North Redwood Street, as described herein.
 - C. The City shall be solely responsible for all costs associated with the Road Authority activities assumed by the City as set forth in this Agreement.
3. **Road Authority Obligations.** For purposes of this Agreement, the Road Authority activities include those activities the City deems necessary in accordance with City standards, including but not necessarily limited to, the following:
 - A. Construction and reconstruction (including capital improvements);
 - B. Improvement or repair, and maintenance;
 - C. Maintenance and repair of related facilities within the roadway, including but not limited to storm water drainage facilities, traffic control devices, street lights and roadside barriers;
 - D. Timely repair or mitigation of known hazards to the road users;
 - E. Issuance of permits for work or the establishment of roadway standards on North Maple Street and North Redwood Street; and

- F. All other responsibilities the County may have under ORS 368 with regards to North Maple Street and North Redwood Street which may be assumed by the City under state law.
4. **Maintenance Standard.** Any maintenance on North Maple Street and North Redwood Street required by this Agreement shall be carried out in a manner that is similar to other roads with similar features, function, and characteristics under the City's jurisdiction.
5. **County Responsibilities.**
- A. After such time that North Maple Street and North Redwood Street have been annexed into the City, the County shall give notice and shall carry out those procedures set forth in ORS 373.270 to determine whether it is necessary, expedient or for the best interests of the County to surrender jurisdiction over North Maple Street and North Redwood Street.
- B. The County shall provide to the City the sum of \$433,342, which is equivalent to the cost of the following improvement: a 2-inch asphalt overlay on the portions of North Maple Street (\$124,508) and North Redwood Street (\$303,834) identified in the exhibits attached to this Agreement. The sum of \$433,342 identified in this paragraph shall be payable to the City within 60 days of the effective date of this Agreement.
6. **City Responsibilities.**
- A. After the County has initiated the process to transfer jurisdiction of North Maple Street and North Redwood Street, the City shall carry out any additional procedures necessary, as set forth in ORS 373.270, for purposes of finalizing the transfer. The County may initiate separate processes to transfer jurisdiction of North Maple Street and North Redwood Street, or may process the jurisdictional transfer of the roads together. The City shall not unreasonably delay or withhold its consent to the transfer of North Maple Street or North Redwood Street., and shall complete the process to finalize the transfer within 90 days from the date that the County concludes its hearing and decision on the matter. This obligation shall terminate in the event the governing body of the City or County fails to find that it is necessary, expedient or for the best interests of the County to surrender jurisdiction over North Maple Street or North Redwood Street.
- B. The City agrees to assume full and absolute jurisdiction over the portion of North Maple Street and North Redwood Street identified in the exhibits attached to this Agreement, if the governing body of the City and the governing body of the County both determine that it is necessary, expedient or for the best interests of their respective jurisdictions to complete the transfer described herein.
7. **Termination.**
- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- C. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination

8. **Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

9. **General Provisions**

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent


upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- K. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

M. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.

N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

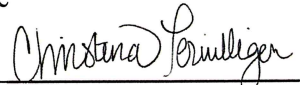
CLACKAMAS COUNTY



Chair

4/22/2021

Date



Recording Secretary

CITY OF CANBY

City Manager

Date

Recording Secretary

Exhibit "A-1"

N. Maple Street Transfer of Jurisdiction (North of NE Territorial Rd.)

Clackamas County to City of Canby

Description

All that portion of N. Maple Street, County Road No. 2579, Department of Transportation and Development maintenance No. 31029; Situated in the NE 1/4 and the SE 1/4 of Section 28, T. 3 S., R 1 E., W.M. as shown in Exhibit "B", attached hereto, lying south of the Northerly boundary line of Tax Lot 31E28A 00402, as described in Document No. 2002-093016, Clackamas County deed records (mile point 0.09) and lying North of the Southerly Lot Line of Lot 50 of "Country Club Estates" subdivision, as recorded in Clackamas County records, also lying north of the northerly Right-of-Way of Territorial Road (mile post 0.48), being approximately 2,020 feet long.

Contain 113,670 square feet, more or less.

Exhibit "A-2"

N. Redwood Street Transfer of Jurisdiction (South of NE Territorial Rd.)

Clackamas County to City of Canby

Description

All that portion of N. Redwood Street, County Road No. 2163, Department of Transportation and Development maintenance No. 31017; Situated in the SW 1/4 of Section 27 and the NW 1/4 of Section 34, T. 3 S., R 1 E., W.M. as shown in Exhibit "B", attached hereto, lying south of and between, Mile Point 0.16 being the north Lot Line of Lot 92 of "Canby Gardens" Plat No. 0230 Clackamas County Plat Records and Mile Point 0.72, more or less, being the north Lot Line of Lot 8 of "Redwood Corner" Plat No. 3698 Clackamas County Plat Records, being 2,298 feet long more or less.

Containing 161,147 square feet, more or less.



1 OF 1



1 OF 1



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

April 22, 2021

Board of Commissioners
Clackamas County

Members of the Board:

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Contact Person	Michael Bays, Survey Cadd Supervisor; 503-742-4667

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RECOMMENDATION:

Staff respectfully recommends that the Board approve this Intergovernmental Agreement with the City of Canby to transfer rights and duties as road authority for portions of N. Maple Street and N. Redwood Street to the City.

Respectfully submitted,

Michael Bays

Michael Bays, Survey Cadd Supervisor
Attachments: IGA, Exhibits

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- D. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
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upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

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- J. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
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M. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.

N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

CLACKAMAS COUNTY



Chair

4/22/2021

Date



Recording Secretary

CITY OF CANBY

City Manager

Date

Recording Secretary

Exhibit "A-1"

N. Maple Street Transfer of Jurisdiction (North of NE Territorial Rd.)

Clackamas County to City of Canby

Description

All that portion of N. Maple Street, County Road No. 2579, Department of Transportation and Development maintenance No. 31029; Situated in the NE 1/4 and the SE 1/4 of Section 28, T. 3 S., R 1 E., W.M. as shown in Exhibit "B", attached hereto, lying south of the Northerly boundary line of Tax Lot 31E28A 00402, as described in Document No. 2002-093016, Clackamas County deed records (mile point 0.09) and lying North of the Southerly Lot Line of Lot 50 of "Country Club Estates" subdivision, as recorded in Clackamas County records, also lying north of the northerly Right-of-Way of Territorial Road (mile post 0.48), being approximately 2,020 feet long.

Contain 113,670 square feet, more or less.

Exhibit "A-2"

N. Redwood Street Transfer of Jurisdiction (South of NE Territorial Rd.)

Clackamas County to City of Canby

Description

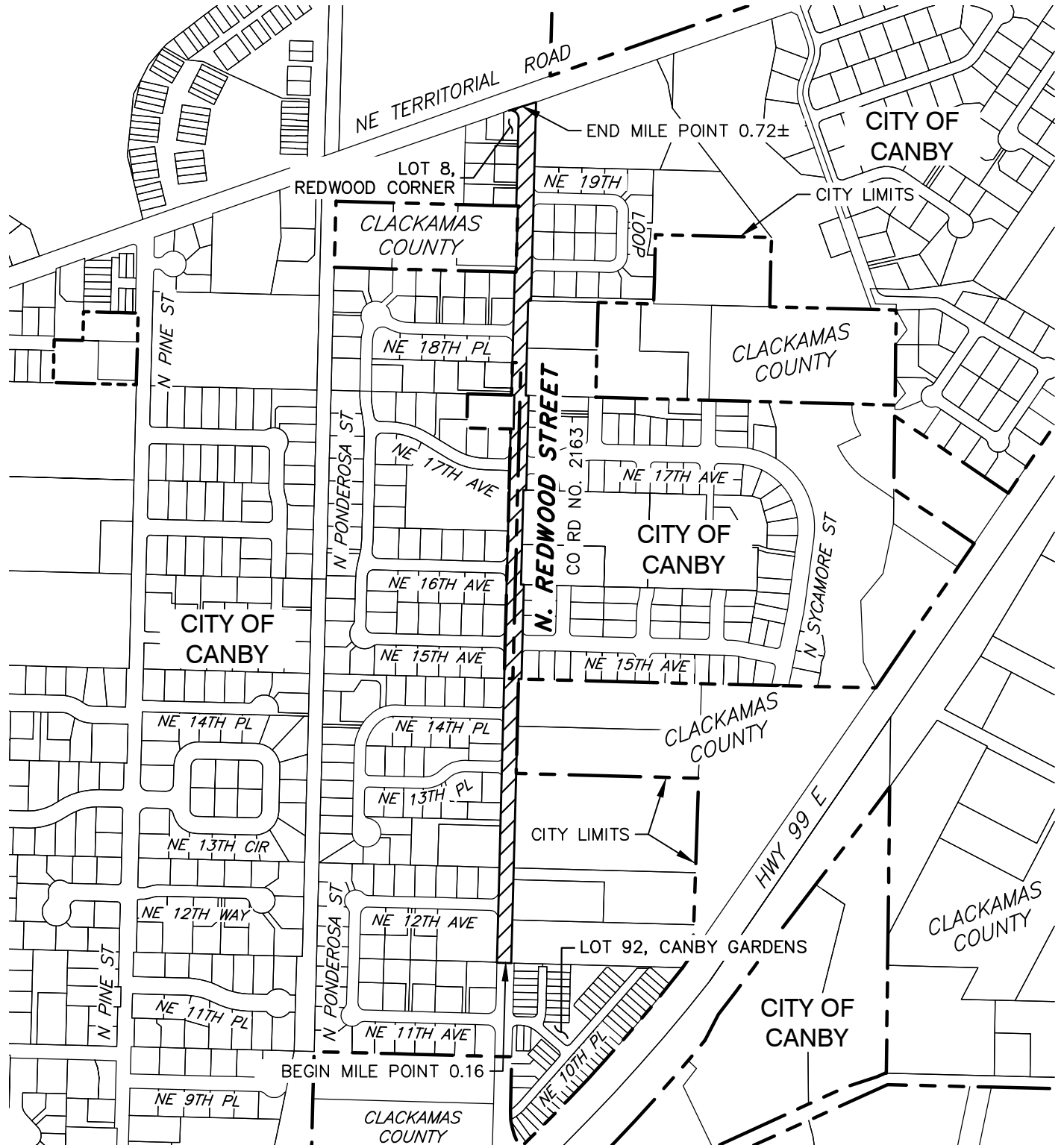
All that portion of N. Redwood Street, County Road No. 2163, Department of Transportation and Development maintenance No. 31017; Situated in the SW 1/4 of Section 27 and the NW 1/4 of Section 34, T. 3 S., R 1 E., W.M. as shown in Exhibit "B", attached hereto, lying south of and between, Mile Point 0.16 being the north Lot Line of Lot 92 of "Canby Gardens" Plat No. 0230 Clackamas County Plat Records and Mile Point 0.72, more or less, being the north Lot Line of Lot 8 of "Redwood Corner" Plat No. 3698 Clackamas County Plat Records, being 2,298 feet long more or less.

Containing 161,147 square feet, more or less.

1 OF 1

EXHIBIT "B-2"

1' = 500'



LOCATED IN THE SW 1/4 OF SECTION 27,
AND THE NW 1/4 OF SECTION 34,
T. 3 S., R. 1 E., W.M.

CLACKAMAS COUNTY, OREGON

DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



02/25/2021

A. REITER

JURISDICTIONAL TRANSFER
S. REDWOOD STREET
COUNTY ROAD NO. 2163

SHEET

1 OF 1

April 22, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Clackamas County and the City of Canby to Transfer Permitting Authority and Maintenance Responsibility for of Portions N. Locust Street (County Road #1782, DTD #31077, N. Maple Street (County Road #2579, DTD #31029) and S. Redwood Street (County Road #0277, DTD #41023 to the City

Purpose/Outcomes	Transfers permitting authority and maintenance responsibility for construction on portions of N. Locust Street, N. Maple Street and S. Redwood Street to the City of Canby.
Dollar Amount and Fiscal Impact	Cost savings in the form of staff time and materials related to the permitting, maintenance and oversight of this roadway and a onetime payment of \$348,523, which represents the cost of a 2" asphalt overlay, one area of pre-overlay preparation and ADA improvements along the portions being transferred.
Funding Source	Community Road Fund
Duration	Upon execution; permanent
Previous Board Action	April 13, 2021: Discussion item at issues
Strategic Plan Alignment	1. This transfer will directly align with our departments Business Plan goal of completing jurisdictional transfer of roads to cities. 2. The cost savings realized by this transfer will allow transparency for the budget.
Counsel Review	1. Date of Counsel review: March 04, 2021 2. NB
Procurement Review	Was this item processed through Procurement? No This item is an IGA related to a transfer of Jurisdiction
Contact Person	Michael Bays, Survey Cadd Supervisor; 503-742-46667

Clackamas County currently has jurisdiction, including permitting authority, enforcement of road standards and maintenance responsibility of N. Locust Street, N. Maple Street and S. Redwood Street. This intergovernmental agreement addresses transferring rights and duties as "road authority," including permitting authority, development of road standards, and maintenance responsibility to the City for portions of N. Locust Street, N. Maple Street and S. Redwood Street. This Transfer was vetted though the Clackamas County Coordinating Committee in early 2020 and will be the first transfer under the Community Road Fund's Strategic Investment Fund.

Transferring the rights and duties as road authority for these portions of N. Locust Street, N. Maple Street and S. Redwood Street to the City of Canby will eliminate confusion and improve efficiencies of maintenance and public service. The City will perform all construction and reconstruction; improvement or repair and maintenance; review and issuance of access permits; establishment of roadway standards; acquisition of right of way; storm water and drainage facility repair and maintenance; and review and issuance of street opening permits. The County will retain official jurisdiction of these portions of the roadways until such time as jurisdictional transfer as outlined in this agreement with the County has been completed.

RECOMMENDATION:

Staff respectfully recommends that the Board approve this Intergovernmental Agreement with the City of Canby to transfer rights and duties as road authority for portions of N. Locust Street, N. Maple Street and S. Redwood Street to the City.

Respectfully submitted,

Michael Bays

Michael Bays, Survey Cadd Supervisor
Attachments: IGA, Exhibits

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CANBY AND
CLACKAMAS COUNTY RELATED TO THE TRANSFER OF A PORTION OF N.
LOCUST STREET, N. MAPLE STREET AND S. REDWOOD STREET**

This agreement (the “Agreement”) is made on the date all required signatures have been obtained, between the City of Canby (“CITY”), a municipal corporation of the State of Oregon, and Clackamas County (“COUNTY”), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Intergovernmental Cooperation), collectively referred to as the “PARTIES” and each a “PARTY.”

RECITALS

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform;

WHEREAS, the portions of N. Locust Street, N. Maple Street and S. Redwood Street subject to this Agreement are located entirely within the boundaries of the City and are County Roads, as defined in ORS 368.001 (“N. Locust Street, N. Maple Street and S. Redwood Street”);

WHEREAS, N. Locust Street, N. Maple Street and S. Redwood Street are depicted in Exhibits “B-1, B-2 and B-3”, and more particularly described in Exhibits “A-1, A-2 and A-3”, all of which are attached hereto and incorporated herein;

WHEREAS, the Parties agree that the City is best suited to assume primary responsibility for maintenance and permitting of N. Locust Street, N. Maple Street and S. Redwood Street;

WHEREAS, ORS 373.270 provides a procedure whereby a county may transfer jurisdiction over any county roads within a city to that city, and the Parties desire to pursue a transfer of jurisdiction of N. Locust Street, N. Maple Street and S. Redwood Street pursuant to the terms of this Agreement; and

WHEREAS, the Parties agree that N. Locust Street, N. Maple Street and S. Redwood Street should be improved, or the City should be compensated, consistent with the terms of this Agreement at, or prior to, the completion of the full transfer pursuant to ORS 373.270.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution, and shall expire automatically at the time the City assumes jurisdiction of N. Locust Street, N. Maple Street and S. Redwood Street pursuant to ORS 373.270, and the County has paid the amount of money set forth herein.

2. **Transfer of Authority.**

- A. Responsibility for Road Authority activities (as outlined in Section 3) for N. Locust Street, N. Maple Street and S. Redwood Street shall be surrendered to the City pursuant to the terms and conditions of this Agreement. The only portions of N. Locust Street, N. Maple Street and S. Redwood Street subject to this Agreement measures approximately 1,823 feet and 85,569 square feet in area, 1,132 feet and 52,988 square feet in area and 1,354 feet and 87,938 square feet in area, respectively, as more particularly depicted on Exhibit “B-1, B-2 and B-3”, and more specifically described on Exhibit “A-1, A-2 and A-3”.
- B. To facilitate the performance of responsibilities under this Agreement, the City hereby accepts responsibility for Road Authority activities (as outlined in Section 3) for N. Locust Street, N. Maple Street and S. Redwood Street, as described herein.
- C. The City shall be solely responsible for all costs associated with the Road Authority activities assumed by the City as set forth in this Agreement.

3. **Road Authority Obligations.** For purposes of this Agreement, the Road Authority activities include those activities the City deems necessary in accordance with City standards, including but not necessarily limited to, the following:

- A. Construction and reconstruction (including capital improvements);
- B. Improvement or repair, and maintenance;
- C. Maintenance and repair of related facilities within the roadway, including but not limited to storm water drainage facilities, traffic control devices, street lights and roadside barriers;
- D. Timely repair or mitigation of known hazards to the road users;
- E. Issuance of permits for work or the establishment of roadway standards on N. Locust Street, N. Maple Street and S. Redwood Street; and
- F. All other responsibilities the County may have under ORS 368 with regards to N. Locust Street, N. Maple Street and S. Redwood Street which may be assumed by the City under state law.

4. **Maintenance Standard.** Any maintenance on N. Locust Street, N. Maple Street and S. Redwood Street required by this Agreement shall be carried out in a manner that is similar to other roads with similar features, function, and characteristics under the City’s jurisdiction.

5. **County Responsibilities.**

- A. The County shall give notice and shall carry out those procedures set forth in ORS 373.270 to determine whether it is necessary, expedient or for the best interests of the County to surrender jurisdiction over N. Locust Street, N. Maple Street and S. Redwood Street

- B. The County shall provide to the City the sum of \$348,523, which is equivalent to the cost of the following improvement: a 2-inch asphalt overlay, one area of pre-overlay preparation and ADA ramp improvements on the portions of N. Locust Street (\$126,482), N. Maple Street (\$95,583) and S. Redwood Street (\$126,458) identified in the exhibits attached to this Agreement. The sum of \$330,523 identified in this paragraph shall be payable to the City within 30 days of the date that full and absolute jurisdiction over N. Locust Street, N. Maple Street and S. Redwood Street is surrendered by the County and accepted by the City as described below.

6. City Responsibilities.

- A. After the County has initiated the process to transfer jurisdiction of N. Locust Street, N. Maple Street and S. Redwood Street, the City shall carry out any additional procedures necessary, as set forth in ORS 373.270, for purposes of finalizing the transfer. The City shall not unreasonably delay or withhold its consent to the transfer of N. Locust Street, N. Maple Street and S. Redwood Street, and shall complete the process to finalize the transfer within 90 days from the date that the County concludes its hearing and decision on the matter. This obligation shall terminate in the event the governing body of the County fails to find that it is necessary, expedient or for the best interests of the County to surrender jurisdiction over N. Locust Street, N. Maple Street and S. Redwood Street
- B. The City agrees to assume full and absolute jurisdiction over the portion of N. Locust Street, N. Maple Street and S. Redwood Street identified in the exhibits attached to this Agreement, if the governing body of the City and the governing body of the County both determine that it is necessary, expedient or for the best interests of their respective jurisdictions to complete the transfer described herein.

7. Termination.

- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

- D. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

8. **Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

9. **General Provisions**

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three

years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.

- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- K. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.

L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

M. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.

N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

CLACKAMAS COUNTY



Chair

4/22/2021

Date



Recording Secretary

CITY OF CANBY

Mayor

Date

Recording Secretary



City of Canby

PO Box 930
222 NE 2nd Ave
Canby, OR 97013

Phone: 503.266.4021
Fax: 503.266.7961
www.canbyoregon.gov

City Council Staff Report

DATE: May 19, 2021

TO: Honorable Mayor Hodson and City Council

THRU: Scott Archer, City Administrator

FROM: Joseph Lindsay, City Attorney

ITEM: **Ordinance No. 1556:** An Ordinance authorizing the City Administrator to enter into a collective bargaining agreement between the City of Canby and Local 350-6 AFSCME Council 75 AFL-CIO. *(First Reading)*

Summary

The current CBA with AFSCME is set to expire June 30, 2021—it currently represents about 49 of Canby's employees. The parties reached out earlier this year and demanded to bargain towards a new CBA. The City team consisted of Joseph Lindsay as lead, Melissa Bisset, and Danny Smith. AFSCME was represented by Ross Kiely as lead, Jon Patrick, and Dave Frahm. There were a limited number of articles opened, mostly financial ones with a few wording and policy asks being put forward from both sides. After some discussions and some caucusing, both sides were able to tentatively agree on several items. The parties worked professionally and amicably toward these mutual concessions. The AFSCME membership has already ratified these changes, so it will become the new 4-year CBA upon City Council approval.

Changes

- 4-year contract instead of usual 3
- New COLA index
- New COLA floor and ceiling (2 to 4 percent)
- MLK holiday
- Max vacation accrual went up by 10 to 280 hours
- Max comp time sell back option went up by 10 to 40 hours
- Vacation accrual brackets advanced by a year for three categories
- Vacation accrual added hours to a few brackets (parity with police)
- Longevity Pay added to match Police Association (10 years 1.5%, 20 years 2%)
- Gender neutral language, telework policy and comp study of one position in year 1

Attachments

Ordinance No. 1556

Collective Bargaining Agreement as attachment, EXHIBIT "A"

Fiscal Impact

The biggest fiscal impact is the COLA—it will be a 2% increase in the members' wages in the first year. In the following 3 years, it can be between 2% and 4% depending on the yearly CPI. First year impact at 2% is less than the last CBA's 2.5% COLA. The comp sell back increase is currently very nominal as most members of this unit don't take advantage of the current 30 hours sellback option. The new MLK holiday results in about 490 hours lost productivity. Longevity pay will effect 23 members and will cost roughly \$26,000 the first year with PERS and taxes included.

Options

1. Authorize the CBA

Recommendation

Staff recommends the Council authorize the CBA as presented.

Proposed Motion

"I move to approve Ordinance No. 1556 An Ordinance authorizing the City Administrator to enter into a collective bargaining agreement between the City of Canby and Local 350-6 AFSCME Council 75 AFL-CIO; to come up for second reading on June 2, 2021."

ORDINANCE NO. 1556

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT (CBA) BETWEEN THE CITY OF CANBY, OREGON, AND LOCAL 350-6 AFSCME COUNCIL 75 AFL-CIO

WHEREAS, Local 350-6 AFSCME Council 75 AFL-CIO is a recognized bargain unit for certain employees of the City of Canby; and

WHEREAS, the City of Canby and Local 350-6 AFSCME Council 75 AFL-CIO currently have a CBA through June 30, 2021; and

WHEREAS, the City of Canby met and bargained with Local 350-6 AFSCME Council 75 AFL-CIO this spring to arrive at a new CBA to the satisfaction of both parties; and

WHEREAS, Local 350-6 AFSCME Council 75 AFL-CIO members have already met and ratified the mutually agreed upon changes to the CBA; and

WHEREAS, the City Council of the City of Canby would like to City Administrator to enter into this new CBA;

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

Section 1. The City Administrator is hereby authorized on behalf of the City to enter into a Collective Bargaining Agreement between the City of Canby and Local 350-6 AFSCME Council 75 AFL-CIO; and a copy of the CBA with track changes is attached hereto as Exhibits "A."

Section 2. The effective date of this Ordinance shall be July 2, 2021.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 19, 2021 ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, June 2, 2021 commencing at the hour of 7:30 PM in the Council Chambers located at 222 NE 2nd Avenue, 1st Floor Canby, Oregon.

Melissa Bisset, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 2nd day of June 2021, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Melissa Bisset, CMC
City Recorder

Exhibit A

**COLLECTIVE BARGAINING
AGREEMENT**

Between

CITY OF CANBY

and

LOCAL 350-6 AFSCME COUNCIL 75
AFL-CIO

July 1, 202~~10~~ – June 30, 202~~51~~

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ATTACHMENT A – WAGE SCALE	ERROR! BOOKMARK NOT DEFINED.

PREAMBLE

The City of Canby, Oregon ("City") and the City of Canby Office and Public Works Employees Local 350-6, Council 75, AFSCME, AFL-CIO ("Union") agree to be bound by the following terms and conditions relating to wages, benefits, hours of work, and working conditions for all employees hereinafter classified and identified in this Agreement.

ARTICLE 1. – RECOGNITION

1.1 The City recognizes the Union as the sole collective bargaining agent for all regular full-time and part-time employees working twenty (20) hours or more per week for the City, excluding supervisory and confidential employees, employees in the police bargaining unit, seasonal employees and temporary employees.

1.2 In the event the City should create a new job classification and pay rate for a classification which would properly be in the bargaining unit, the City shall notify the Union within fifteen (15) calendar days of filling the new classification. If the Union, or its designee, submits a written request to the City requesting to bargain over the wages for the new position within (10) calendar days of the City's notice, then the City and the Union will enter into negotiations regarding wages for the new classification. If the City and the Union are not able to reach a mutual agreement on the applicable wage rates, the City shall have the right to implement its final proposed wage rates for the remaining term of the agreement. The City's implementation of its final wage rate proposal shall not be considered the basis of an unfair labor practice or contract violation.

ARTICLE 2. - EMPLOYEE RIGHTS/SECURITY

2.1 Employees covered by this Agreement have the right to form, join, and participate in the activities of the Union, and there shall be no discrimination exercised against any employee covered by this Agreement because of membership or participation in Union activities.

2.2 The City agrees to deduct monthly membership dues from the gross pay of employees covered pursuant to Section 1.1 of this Agreement who choose to become a member of the Union upon submission of a written, signed authorization to deduct dues to the Union. The Union will provide a courtesy copy of all such authorizations to the City. Employees terminating with less than ten (10) working days in any calendar month will not be subject to dues deduction. Uniform amounts to be deducted shall be certified to the City by the Union and shall be remitted to the Union no later than the fifteenth (15th) day of the following month. The City shall not be held liable for deduction errors but will make proper adjustments with the Union as soon as is practicable if notified within ten (10) days of the error. In no case shall such an adjustment extend beyond the following pay period.

2.3 All employees covered by the terms and conditions of this agreement shall have the voluntary choice of whether to become members of the Union.

2.4 Employees who are current members of the Union at the signing of this agreement or who sign a Union membership card subsequent to the signing of this agreement shall maintain their Union membership; however, there shall be a five (5) day window period each year during which the employee may drop their membership without penalty by contacting the Union. The five-day window period shall commence on August 1 of each year.

2.5 The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought against the City as a result of the City's compliance with the provisions of this Article and to reimburse any fees, costs or expenses incurred by the City in connection with the same.

2.6 The City shall provide a bulletin board for the Union to post bulletins and other material pertaining to its members.

2.7 Members of the Union who are officially designated as representatives of the Union shall be permitted to attend negotiating meetings.

2.8 The City will furnish to the Union the names and relevant information for current and new bargaining unit members in accordance with applicable law.

ARTICLE 3. - CIVIL RIGHTS

3.1 No employee shall be discriminated against because of membership or nonmembership in the Union or because of lawful Union activities ~~he/she~~the employee may engage in on behalf of the Union, provided, such activities do not interfere with the employee's performance of work assignments.

3.2 There shall be no discrimination with regard to the hiring or tenure of employees by reason of race, color, national origin, gender, disability, age or any other legally protected class status.

ARTICLE 4. - MANAGEMENT RIGHTS

4.1 The City Administrator, department heads and division supervisors shall exercise responsibility, under the authority of the City Council, for management of the City and direction of its work force. The parties acknowledge that the constitution and the laws of the State of Oregon confer upon the City certain powers, duties and obligations to be exercised in the interest of public health, safety and welfare which cannot be delegated or contracted away. The parties further recognize that the City retains all managerial rights and prerogatives except as expressly modified by a specific term and/or provision of this contract, and that they include, but are not limited to, the following rights and prerogatives:

- a. Establishing and directing activities of the City's departments and the work of its employees;
- b. Evaluating, hiring, promoting, transferring, assigning and retaining employees in positions;

- c. Suspending, demoting, discharging or take other disciplinary action against employees for just cause;
- d. Relieving employees from duties because of lack of work, lack of funds, or other legitimate reason;
- e. Determining standards of service, methods, processes, means and personnel of operations and the introduction of new equipment;
- f. Determining the need for, and assigning employees to, educational and training programs, on-the-job training and other educational activities;
- g. Determining job descriptions, job duties, work schedules, shifts, hours of work and overtime, and assignment of work;
- h. Establishing work rules, performance standards and safety rules;
- i. Taking whatever action may be necessary to carry out the missions of the City in emergency situations;
- j. Maintain the efficiency of governmental, City and proprietary operations; and
- k. Other rights except as expressly limited by a specific term and/or provision of this Agreement.

4.2 The City shall have the right to subcontract, subject to the following:

4.2(a) If the City desires to subcontract work customarily performed by members of the bargaining unit, the City shall give the Union advance written notice of its intent to subcontract. Said notice shall include: (1) a description of the work to be subcontracted; (2) the financial terms and the language of the proposed subcontract; (3) any bid specifications and other information made available by the City to the proposed subcontractor prior to the time said subcontractor submitted ~~his/her~~the employee proposal to the City; and (4) the anticipated effect (if any) of the subcontract on the future employment, classification, wages, hours and conditions of employment which the City proposes to implement.

4.2(b) Within fourteen (14) calendar days immediately following the date of its receipt of the notice pursuant to Section 4.2(a) of this Agreement, the Union may deliver to the City a written proposal to which the Union would agree in order to reserve the work, as described by the City pursuant to Section 4.2(a) of this Agreement, for performance by bargaining unit members and, additionally, any wages, hours or conditions of employment not covered by this Agreement which the Union proposes be applied to bargaining unit members in the event the proposed subcontract is ultimately implemented.

4.2(c) If the City does not receive a proposal from the Union pursuant to Section 4.2(a) of this Agreement within the fourteen (14) calendar day period, the City may implement the

proposed subcontract and shall simultaneously implement any terms set forth in the City's notice to the Union made pursuant to Sections 4.2(a) and 4.2(b) of this Agreement.

4.2(d) If the Union proposal is equal to or less costly overall than that submitted by the proposed subcontractor, without any additional capital expenses required by the City to acquire equipment and subject to any efficiency standards the City would gain by subcontracting, the City shall implement the Union proposal.

4.2(e) If the Union proposal is more costly than the proposed subcontractor, the City may adopt the proposal as submitted by the proposed subcontractor. In that case, the Union and the City shall bargain in good faith the impact of such action. If the City and the Union are not able to reach a mutual agreement on the impacts of the City's subcontracting decision, the City shall have the right to implement the subcontract and the Union shall not have the right to strike over the City's decision.

ARTICLE 5. – WORK RULES

5.1 The parties recognize that the Employer is directly responsible to the citizens of the City and the public generally for the performance of the functions and services involved in operating the City. These responsibilities cannot be delegated. For this reason, it is jointly recognized that the City must retain broad authority to fulfill and implement its responsibilities and may do so by work rule, oral or written, whether such work rule now exists or may be enacted in the future. It is agreed, however, that no new work rule will be enacted or implemented which is inconsistent with a provision of this Agreement, provided that the requirements of Oregon law will always govern. All work rules which are now in existence shall be reduced to writing and will be furnished to the Union and to affected employees. The City will give the Union and employees notice of intent to change or implement a new work rule. Should the Union desire to bargain over the proposed changes, the Union will provide the City with written notice of such intent no later than ten (10) calendar days from receipt of notice from the City.

ARTICLE 6. - SENIORITY

6.1 New hires shall serve a twelve (12) month probationary period from the date of appointment to a regular position. New hires may be terminated without cause during the probationary period. New hires shall receive a performance review upon completion of six (6) months of employment. A new hire who consistently demonstrates superior performance as documented in the six (6) month performance review may receive a step increase upon approval of the City Administrator. A step increase granted pursuant to this section shall not be considered as evidence of the successful completion of the twelve (12) month probationary period.

6.2 Regular status employees appointed to another position in the City shall serve a promotional probationary period of six (6) months from the date of appointment to the new position. If a promoted/transferred employee does not successfully complete the probation, ~~he/she~~the employee shall be returned to the previously held position. Regular status employees shall not be terminated during the promotional probationary period without just cause.

6.3 Seniority shall mean the length of continuous service with the City in the bargaining unit. Seniority shall be determined by the date of entry to the bargaining unit.

6.4 Seniority shall be broken and the employment relationship severed by:

- a. Resignation, termination or retirement;
- b. Absence due to lay off for a period of twenty-four (24) months or more due to lack of work;
- c. Failure of an employee on lay off to report within fourteen (14) calendar days after date of mailing of a recall notice by certified mail, return receipt requested by the Employer to the employee's last known address;
- d. Absence from work due to work related injury for a period of in excess of eighteen (18) months unless mutually extended in writing by the employer and the association; and
- e. Absence of two (2) consecutively scheduled work days without notifying the Employer and providing a reason satisfactory to the Employer.

ARTICLE 7. - LAYOFF

7.1 In the event it becomes necessary to effect a reduction in the work force in any classification or position in any work unit, the City shall notify affected employees and the Union in writing at least fifteen (15) calendar days in advance of the effective date, except in emergency situations.

7.2 Layoff order shall be established within the City by department on the basis of seniority. If it is found that two (2) or more persons within the same classification have equal seniority, seniority for these individuals shall be determined by the date the employees were appointed by the department to that classification. If a tie still exists, the tie shall be broken by drawing lots. Employees shall be laid off in reverse order of seniority, except as modified in Section 7.3 of this Agreement. Laid off employees shall have the right to bump into lower level regular or temporary positions as outlined in Section 7.5 of this Agreement. A lower level position is defined as any position in a classification within the employee's department with a lower maximum pay rate than the classifications of the position being laid off.

7.3 The City may make an exception to the order of layoff when the retention of an employee with unique skills is necessary for the efficient operation of the department. Such action shall be taken only for articulated, job-related reasons and substantiated by written documentation.

7.4 The qualification of an employee to bump shall depend upon that employee demonstrating current possession of the required certifications, knowledge and skill to meet the minimum qualifications of the position prior to bumping. In addition, bumping employees must demonstrate the ability to perform on the job at a satisfactory level of performance within thirty (30) days. Between the twentieth (20th) and the thirtieth

(30th) day of this period, the City will provide the employee either with notification of satisfactory performance or a minimum of ten (10) working days' notice of intention to terminate the employee. Any such terminated employee will retain all layoff rights related to the classification from which ~~he/she~~the employee was originally laid off.

7.5 Laid off employees shall have the following options:

- a. Accept the layoff.
- b. Request assignment to a vacant lower level bargaining unit or temporary position, provided the employee is qualified for the position as described in Section 7.4 of this Agreement.
- c. Displace the employee with the lowest seniority in the same classification within the same department within the City, provided the employee is qualified for the position as described in Section 7.4 of this Agreement.
- d. Displace the employee with the lowest seniority in a lower level classification within the same department within in the City, provided the displacing employee is more senior and is qualified for the position as described in Section 7.4 of this Agreement.

7.6 Temporary and seasonal employees will not be used to fill laid off bargaining unit positions. Within a classification, all temporary and seasonal employees will be terminated, and probationary employees shall be laid off before any regular bargaining unit employee is laid off.

7.7 An employee who displaces an employee in a lower pay range will be paid at the top step in the lower salary range which most closely approximates ~~his/her~~the employee's current pay rate. However, no bumping employee shall be paid at a rate that exceeds the maximum step of the lower salary range. The employee may request and shall be paid for all accrued compensatory time at the rate being earned prior to layoff.

7.8 An employee who is left with no position to bump into as provided in Article 6 of this Agreement shall be laid off from employment and shall be eligible, for a period of two (2) years without loss of seniority, for recall to a position within the same department in the same classification the employee held before the layoff. An employee on layoff must keep the City informed of ~~his/her~~their current address and telephone number during the period of layoff.

7.9 Recall shall be on a basis of seniority, with senior employees being called before junior employees and before any new hires or transfers, provided the employee is qualified for the position as described Section 4 of this Agreement. The same applies to any vacant temporary positions.

Upon recall to any positions in the city, a recalled employee shall have all sick leave accruals and the employee's vacation accrual rate and seniority in effect on the date of layoff restored.

If recalled to a position in the previous classification, the employee will be placed on the step in the new pay range which most closely approximates ~~his/her~~their pay rate at the time of layoff, subject to any cost of living adjustments or range changes. However, no recalled employee shall be paid at the rate that exceeds the maximum step of the new salary range. Such employee shall be placed on probation for six (6) months and will be eligible for a merit increase, if applicable, on the first of the month following successful completion of the probation period. The employee's merit anniversary date will adjusted to one (1) year following the date of merit increase eligibility.

7.10 Employees on layoff status shall have the same rights as other employees in applying for any opening which may occur in the bargaining unit.

ARTICLE 8. - DISCHARGE/SUSPENSION/WARNING NOTICES

8.1 Disciplinary action may include the following: (a) oral warning; (b) written warning; (c) suspension with or without salary; (d) discharge. The disciplinary action shall normally be progressive, unless the severity of the act warrants more severe discipline. The City shall not impose disciplinary action without just cause.

8.2 An employee may be immediately discharged upon a finding of any of the following: (a) dishonesty related to ~~his/her~~their employment with the City; (b) willful or reckless damage to City property; (c) drinking alcohol or taking illegal drugs on the job or arriving for regularly scheduled work under the influence of alcohol or illegal drugs; or (d) insubordination.

8.3 If it should be found that an employee is guilty of lesser offenses, such as violation of City policies and rules, such employee may be subject to disciplinary action as outlined in Section 8.1 of this Agreement.

8.4 If the City has reason to discipline an employee, every effort will be made to impose such discipline in a manner that will not embarrass the employee before other employees or the public.

8.5 The City acknowledges the right of an employee to have a Union representative present at stages (b), (c), and/or (d) of the disciplinary process.

ARTICLE 9. - HOURS OF WORK/OVERTIME

9.1 All shifts shall have an established starting and quitting time. The City shall notify affected employees of any change in their shift schedule at least seven (7) calendar days prior to the effective date of the change, except in the event the change is necessitated by an emergency outside the control of the City or if the supervisor and the employee involved mutually agree to waive the notification requirement.

9.2 For employees on a five-eight (5-8) schedule, the normal workday shall consist of eight (8) consecutive hours per day (plus a thirty (30) to sixty (60) minute unpaid meal period) and the normal workweek shall consist of five (5) consecutive days worked, including either Monday through Friday or Tuesday through Saturday. For employees on

a four-ten (4-10) schedule, the normal workday shall consist of ten (10) consecutive hours per day (plus a thirty (30) to sixty (60) minute unpaid meal period) and the normal workweek shall consist of four (4) consecutive days worked. Alterations in either work hours or workdays or both may be accomplished through mutual agreement between the supervisor(s) and employee(s) involved. At no time shall supervisors or employees enter into an arrangement for workdays or work hours which violate Federal or State Wage and Hour Laws or this Agreement. Each employee shall be entitled to two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) to sixty (60) minute unpaid meal period per shift in accordance with Oregon law and BOLI regulations.

9.3 All hours worked in excess of eight (8) in a day or in excess of forty (40) hours per week shall be paid for at the overtime rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay. Scheduled overtime work shall be distributed as equitably as possible among the qualified employees. Overtime shall be computed to the nearest fifteen (15) minutes.

9.4 A reasonable clean-up time will be granted just prior to the end of each shift if, in the judgment of the department head or division supervisor, an employee(s) needs such time due to the nature and conditions of ~~his/her~~their work assignment.

9.5 Flexible Schedules. Employees may work a flexible schedule if mutually agreed between the employee and the City in writing, under the following parameters:

- There will be no daily overtime for an employee working a flexible schedule and the adjustment may not result in additional labor costs or overtime;
- Employee requests should be seventy two (72) hours in advance, where feasible;
- Flexing must occur in the same workweek;
- The schedule may not impede customer service or normal work process.

ARTICLE 10. - REPORTING PAY/CALL BACK

10.1 Employees who are required to report to work shall be entitled to a minimum of two (2) hours of call time pay, unless they are notified at least one (1) hour prior to the beginning of their scheduled shift not to report to work. Once employees have reported to work, if they are then put to work employees shall be entitled to a minimum of four (4) hours of work or pay. All employees must provide a telephone number where they may be reached when necessary. A call to that number whether answered or not meets the City's requirement under this section. The City must attempt to leave a message in the event the City's call is not answered.

10.2 Employees subject to an unscheduled call back to work after the end of their regular shift shall be paid a minimum of two (2) hours at the overtime rate of two times the employee's regular rate of pay. If the employee works longer than two hours, the employee will be paid for actual time worked at the overtime rate of two times the

employee's regular rate of pay. This call back provision shall not be applicable to any employee where such call back is scheduled in advance for the purpose of attendance on behalf of the City for meetings of the City, such as the City Council, Planning Commission, Municipal Court, etc.

ARTICLE 11. - STAND-BY DUTY

Standby is defined as any time an employee is required to be available outside of the employee's normally scheduled working hours to physically respond to City facilities. Stand-by duty includes, but is not limited to, providing emergency response, by a qualified staff member, for emergency situations related to municipal infrastructure or services. Following notification by pager, cellular phone or other means, employees must begin the work required to respond to the call within forty-five (45) minutes, except employees responding to calls at the Wastewater Treatment Plant who must begin the work required to respond within ninety (90) minutes. The City will provide a pager and/or cellular phone to employees assigned standby duty. The City may assign stand-by duties at its sole discretion, but will attempt to solicit volunteers before enlisting employees for stand-by duty.

The Public Works Director, or ~~his/her~~their designee, will create an annual schedule for stand-by following the below listed criteria:

1. Annually in December, the Director/designee will produce a standby roster for the following calendar year.
2. The schedule will include all qualified staff as determined by the Director.
3. A standby period is defined as a consecutive seven (7) calendar day period scheduled to meet operational needs.
4. The schedule will be designed so all qualified employees complete a seven (7) calendar day standby period before they would be scheduled for a subsequent seven (7) calendar day standby period. (All qualified staff would complete their respective seven day standby period before the first person in the rotation would be on standby again.)
5. After the Director/designee completes the annual schedule, staff may change their respective standby period provided another qualified employee agrees to assume the standby duty. Staff assigned standby duty may switch standby at any time during the calendar year with another qualified staff member provided the switch is mutually agreed upon.
6. If a standby duty switch is made, the individual initiating the switch must immediately notify the Director/designee of the change.
7. Every effort will be made to assure that no single employee will be scheduled to work the same holiday standby period two years in succession.

8. If, while on standby, an employee is unable to respond within the designated response period, it is the employee's sole responsibility to contact another qualified employee to respond on-site within the designated time. If the nature of the call requires urgent attention (such as a report of a sewer back-up), the employee on standby shall immediately contact their supervisor and respond as soon as possible.
9. Employees required to be on standby duty shall receive eight (8) hours of pay at the employee's regular rate of pay or equivalent time off in compensatory time. Employees required to be on standby for a period which includes any of the holidays defined in Article 14, shall receive an additional eight (8) hours of compensatory time or salary per holiday.
10. Two employees may share one defined standby period with prior approval from the Public Works Director. Compensation for the standby duty will be split for each employee based on actual standby coverage.

ARTICLE 12. - COMP TIME

12.1 Employees shall be entitled to receive additional time off from work, known as comp time, in the event they wish such time off in lieu of payment for overtime work performed. An employee may select comp time instead of reimbursement at time and one-half (1-1/2) of ~~his/her~~their regular rate of pay should ~~he/she~~the employee perform an overtime assignment, provided that ~~he/she~~the employee makes such selection at the time overtime hours are recorded on the time sheets. Employees will be allowed to accrue up to sixty (60) hours of comp time. Comp time may be used at a time mutually agreeable to the employee and the department head or designated City representative. Comp time accrual may be accumulated beyond these limits during the year upon the written request of the employee and by written approval by the employee's supervisor. Employees have the option to cash out up to ~~forty~~thirty (30) hours in total of compensatory time that could be available up to twice per fiscal year. ~~once per fiscal year.~~

12.2 Comp time shall be reimbursed on the same basis as overtime would have otherwise been paid. As such, an employee working two (2) hours of overtime, if ~~he/she~~the employee elects comp time in lieu of the reimbursed overtime, shall receive three (3) hours of time off from work, with no reduction in wages during such time off.

12.3 Non-exempt employees shall receive a cash payment for all unused compensation time off upon separation from employment. Such excess of unused compensation time off shall be paid at the employee's regular rate of pay.

ARTICLE 13. - WASTEWATER TREATMENT PLANT

Wastewater treatment plant personnel required to make plant checks on weekends shall receive a minimum of three (3) hours per weekend day at the rate of time and one half (1-1/2) times their regular rate of pay.

Wastewater treatment plant personnel required to make plant checks on holidays shall receive a minimum of three (3) hours per holiday day at the rate of two (2) times their regular rate of pay.

ARTICLE 14. - HOLIDAYS

14.1 The following days shall be recognized as paid holidays:

New Year's Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
July Fourth	Day before Christmas
Labor Day	Christmas Day
Personal Floating Holiday	<u>Dr. Martin Luther King's Birthday</u>

14.2 Regular full time employees who do not work on a holiday shall receive eight (8) hours of holiday pay at their regular rate of pay. To qualify for holiday pay, an employee shall have been available for work on his/her/their scheduled workday preceding the holiday and his/her/their scheduled workday following the holiday. An employee off work due to a bona fide injury or illness shall be considered as "available" for work for the purposes of determining holiday benefits under this Article. A doctor's certificate may be requested from any such employee as noted under Article 16-Sick Leave.

14.3 Employees required to work on a holiday shall be compensated at the rate of time and one-half (1-1/2) their regular rate of pay, in addition to their holiday pay. Holidays falling on Saturday shall be observed on the preceding Friday, and holidays falling on Sunday shall be observed on the following Monday. Whenever one of the recognized holidays falls during an employee's paid leave, the holiday will not be counted against the employee's paid leave bank.

14.4 Employees who are short the number of hours they normally work in a week because of the holiday, may make up that time or use accrued vacation or comp time within the same pay period as long as it does not cause overtime.

14.5 Holiday pay for regular part-time employees shall be calculated based upon the budgeted full time equivalence (FTE) of the position.

14.6 Each employee will accrue and be entitled to use eight (8) hours of personal holiday time per fiscal year. The eight (8) hours of personal holiday time will accrue on July 1 of each calendar year and must be used before June 30 of the subsequent calendar year. Unused hours are forfeited. Upon hire, new employees will accrue a prorated amount of personal holiday time available for immediate use.

ARTICLE 15. - VACATIONS

15.1 All regular employees who have been in the employ of the City for at least six (6) months shall be entitled to vacation benefits. Vacation accrual rates are determined by a regular employees' length of continuous service with the City. Full time employees shall accrue vacation as follows:

<u>Service Completed</u>	<u>Vacation Earned</u>
1 - 3 4 years	80 hours annually
5-9 4-8 years	120 hours annually
10-13 9-13 years	140 160 hours annually
14 years and over	190 200 hours annually

Employees shall begin to accrue the above annual vacation rate upon the effective date of this agreement. The accrual rate per pay period shall be the annual accrual rate divided by the total number of pay periods.

Vacation accruals for regular part-time employees shall be calculated based upon the budgeted full time equivalence (FTE) of the position.

15.2 After six (6) months of service, upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or ~~his/her~~ their heirs, whichever the case may be.

15.3 All time off for vacations shall be by prior mutual agreement between the department head and the employee. In the event of a conflict between employees regarding time of their vacations, then the principle of seniority shall prevail. Employees shall be permitted to choose either split or full vacation periods.

15.4 The maximum vacation accrual limit shall be two hundred ~~seventy-eighty~~ (~~270~~ 280) hours. Vacation accrual may be accumulated beyond these limits during the year upon the written request of the employee and written approval by the City Administrator or ~~his/her~~ their designee. Vacation accrual exceeding the two hundred ~~seventy-eighty~~ (~~270~~ 280) hour limit will not be compensated.

15.5 Employees may not use accrued vacation hours for sick leave purposes unless the employee obtains prior written approval from the City Administrator or ~~his/her~~ their designee, the absence is for a qualifying OFLA/FMLA absence and the employee has exhausted all accrued sick leave.

~~15.5~~

ARTICLE 16. - SICK LEAVE

16.1 The City provides eligible employees with sick leave in accordance with the Oregon Paid Sick Time Law, BOLI administrative regulations, and City policy. Full-time employees accrue ninety six (96) hours of sick leave per year.

16.2 Upon retirement under the City's retirement plan, an employee shall be compensated for fifty percent (50%) of ~~his/her~~their accumulated but unused sick leave. The number of hours of sick leave for which compensation is provided under this Section of the Agreement shall not exceed five hundred (500).

16.3 Upon employee separation of employment from the City of Canby, the City or its designee will report to PERS any remaining sick leave hours, minus the sick leave hours cashed out pursuant to Article 16.2. PERS will determine eligibility (OPSRP members are not eligible) in the Unused Sick Leave Program and will calculate accordingly towards the employee's retirement benefits.

ARTICLE 17. – ORDER OF LEAVE

17.1 Unless otherwise required by law, and subject to Article 21, the order of leave an employee must use for qualifying OFLA/FMLA absences is (1) accrued sick leave until exhausted; (2) accrued vacation leave, compensatory time and/or personal holiday time until exhausted; and (3) unpaid leave.

ARTICLE 18. - WORKERS COMPENSATION

18.1 An employee off on an industrial accident/illness may use accrued sick leave, compensatory time and vacation time, in that order, to supplement workers compensation benefits to an amount not to exceed the employee's net straight time wages.

18.2 The City will maintain Health and Welfare contributions as defined in Article 25 of this Agreement for an employee as if the employee was working if the employee is off due to an industrial accident/illness. The said contributions shall be maintained for a minimum of sixty (60) calendar days (up to a maximum of six (6) months) in the event the employee has not expended accumulated sick leave, comp time or vacation time.

ARTICLE 19. - FUNERAL LEAVE

19.1 In the event of a death in the employee's immediate family, said employee shall be entitled leave of absence with pay up to three (3) working days as may be necessary.

19.2 Additional leave with pay may be granted by the City Administrator.

19.3 The employee's immediate family shall include the employee's spouse, ex-spouse, child(ren), step-children, parent(s), brothers), step-brothers, sister(s), step-sisters, grandparent(s), father-in-law, mother-in-law, brother-in-law, sister-in-law, aunts, uncles and grandchildren.

19.4 Leave taken under this Article 19 runs concurrently with OFLA leave.

ARTICLE 20. - JURY DUTY

20.1 An employee shall be granted leave with full pay any time ~~he/she~~the employee is required to report for jury duty service, provided that the employee endorses all checks received from the court over to the City for those services.

20.2 If an employee serving on jury duty is excused, dismissed, or not selected, ~~he/she~~the employee shall report for ~~his/her~~their regular work assignment.

ARTICLE 21. - FAMILY MEDICAL LEAVE

The City will allow employees to take parental or family and medical leave in accordance with State and Federal law and City policy. An employee on family medical leave must use all accrued paid leave in excess of sixty (60) hours prior to taking unpaid leave. An employee on family medical leave who has used all accrued paid leave in excess of sixty (60) hours has the option of using accrued paid leave or taking unpaid leave.

ARTICLE 22. - LEAVES OF ABSENCE

22.1 A regular employee may be granted a leave of absence without pay for a period of up to twelve (12) months if, in the judgment of the City Administrator, such leave would not seriously handicap the employee's department. Requests for such leave must be submitted to the City Administrator in written form as soon as possible prior to the time the requested leave would begin, and must include a complete justification for the leave, except in the case of an off-the-job accident, in which event the leave may start immediately.

22.2 While on such leave, the employee shall not be entitled to accrual of any benefits such as vacation, sick leave, retirement contributions, etc., but ~~he/she~~the employee shall not lose seniority accrued previous to the beginning of the leave. An employee may purchase health insurance coverage at the employee's own expense for the maximum period of time allowed by the insurance carrier.

ARTICLE 23. - WAGES

23.1 Each employee will be paid in accordance with the wage scale attached as Attachment A.

23.2 Effective ~~beginning~~ the first full pay period following July 1, 2020¹, increase the wage scale across the board by applying a ~~2.5%-percentage~~ increase to the first step and maintaining 5% between steps 1-5 and 3% between steps 6-7- by a percentage equal to the CPI-W, West Region for the twelve (12) months ending December 31, 2020 (minimum 2% - maximum 4%).

23.3 Effective the first full pay period following July 1, 2022, increase the wage scale across the board (by applying a percentage increase to the first step and maintaining 5% between steps 1-5 and 3% between steps 6-7) by a percentage equal to the CPI-W, West Region for the twelve (12) months ending December 31, 2021 (minimum 2% -maximum 4%).

23.4 Effective the first full pay period following July 1, 2023, increase the wage scale across the board (by applying a percentage increase to the first step and maintaining 5% between steps 1-5 and 3% between steps 6-7) by a percentage equal to the CPI-W, West Region for the twelve (12) months ending December 31, 2022 (minimum 2% -maximum 4%).

23.23.5 Effective the first full pay period following July 1, 2024, increase the wage scale across the board (by applying a percentage increase to the first step and maintaining 5% between steps 1-5 and 3% between steps 6-7) by a percentage equal to the CPI-W, West Region for the twelve (12) months ending December 31, 2023 (minimum 2% - maximum 4%).

23.323.6 Increases in wages by incremented steps in Attachment A shall be based on the performance of the employee in meeting the standards established for the employee's job classification. The standards shall be objective and quantifiable, and they shall measure the performance of the essential job functions. The written standards shall be reviewed with each employee during the evaluation procedure set forth at Article 31 of this Agreement.

23.423.7 Bilingual Premium. Any employee whose job requires fluency in Spanish, and who can demonstrate written and oral proficiency, shall receive, in addition to ~~his/her~~their regular pay, a five percent (5%) premium. The City is to determine a reasonable level of proficiency and the manner of testing that proficiency.

23.8 Out-of-Class Work. Any employee assigned to perform duties unique to a higher classification will be paid an out-of-class differential in the amount of 5% over the employee's current base salary only under the following circumstances: (1) an employee's job duties change and the employee is in the process of being reclassified to a higher job classification; or (2) an employee is assigned to temporarily perform the duties of a vacant higher-level position. The City retains the right to determine when it is practical and efficient to assign employees to perform out-of-class work. Nothing in this Article shall be interpreted as a guarantee that an employee will be assigned out-of-class work.

23.523.9 Employees become eligible for longevity pay in the amount of one and a half percent (1.5%) of the base salary after completing ten (10) years of continuous employment with the City of Canby. Employees become eligible for longevity pay in the amount of two percent (2%) of their base salary after completing 20 years of continuous employment with the City.

ARTICLE 24. - PER DIEM AND MILEAGE REIMBURSEMENT

Employees shall be paid a per diem allowance for approved travel, meals and incidental expenses as follows:

1. For travel within the continental United States the CONUS per diem rate, rules and policies listed at www.gsa.gov and in effect at the time of the travel;

2. For travel outside of the continental United States the OCONUS per diem rate, rules and policies listed at www.dtic.mil/perdiem/pdrates.html and in effect at the time of the travel.

Meals provided as part of a program shall be deducted from the above per diem reimbursement in an amount equal to that set forth in the Meals and Incidental Expense Breakdown listed at www.osa.com and in effect at the time of the travel. Employees shall be reimbursed actual expenses for hotel accommodations for approved travel.

An employee required by the department head to use a personally owned vehicle for City business shall be compensated at the maximum rate established by the Internal Revenue Service as a non-taxable event and in effect at the time the cost is incurred. Mileage reimbursement is paid monthly.

ARTICLE 25. - HEALTH AND WELFARE

25.1 The City will offer group medical/drug, vision, and dental/ortho insurance coverage for full time employees and their dependents.

The City will pay 90% of the premium costs of the CIS group plan in place for each tier of coverage. Any premium costs not covered by the City shall be paid by the enrolled employee through automatic payroll deduction.

25.2 Benefits for part-time employees will be calculated based upon the budgeted full-time equivalence (FTE) of the position using the chart below.

<u>Equivalent FTE</u>	<u>Prorated Benefits</u>
1.0 to .90 FTE (36-40 hours/week)	100% of the benefit as described in Section 25.1
.89 to .66 FTE (26-35 hours/week)	75% of the benefit as described in Section 25.1
.65 to .50 FTE (20-25 hours/week)	50% of the benefit as described in Section 25.1

25.3 The City shall provide life insurance in the amount of one and one half (1.5) times the employee's annual salary for every regular full and part-time employee.

25.4 The City shall provide long term disability insurance for every regular full and part-time employee.

25.5 In the event that the City's premium rates increase by more than six percent (6%) from the previous year, any increase over six percent 6% will be shared fifty percent (50%) by the employee and fifty percent (50%) by the City.

25.6 In the event that the City's premium rates increase by more than ten percent (10%) in any given year, the City may reopen Article 25 and Article 23.

ARTICLE 26. - RETIREMENT PLAN

The City agrees to continue its participation in the Oregon State Public Employees Retirement System, and the Oregon Public Service Retirement Plan, and, further, the City agrees to pay the six percent (6%) employee contribution.

ARTICLE 27. - SAFETY COMMITTEE

The City shall have a Safety Committee, and it shall conduct its business in accordance with State Law.

ARTICLE 28. - GRIEVANCE PROCEDURE

28.1 A grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning or interpretation of a particular class of this Agreement, or regarding an alleged violation of this Agreement. In order to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure:

Step 1. The employee shall discuss the grievance on an informal basis with ~~his/her~~their supervisor (unless that supervisor is in the bargaining unit and then the grievance shall go to the supervisor's immediate supervisor) within seven (7) calendar days from the date the employee knew or should have known of the alleged violation.

Step 2. If the grievance remains unresolved after Step 1, the employee or a Union representative shall, within ten (10) calendar days of presenting the grievance to the supervisor, submit the grievance in writing to the City Administrator. The written grievance shall be signed by the employee and shall include: (1) Nature of the dispute. (2) Specific issue in dispute, including the provisions of the Agreement alleged to have been violated or misinterpreted. (3) Specific remedy sought.

Step 3. The City Administrator shall respond in writing within seven (7) calendar days from the receipt of the written grievance.

Step 4. If the grievance remains unresolved after Step 4, the Union representative may, within twenty (20) calendar days of receiving the written answer in Step 4, submit a written request to the City Administrator stating their desire to invoke the arbitration procedures set forth in Section 28.3.

28.2 The rules governing the grievance procedure shall be as follows:

(a) Any time limits specified in the grievance procedure may be waived by mutual written consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance.

(b) Failure by the City to submit a reply within the time limits specified in the Agreement will automatically move the matter to the next step in the procedure.

(c) An employee may have a Union Representative assist him/her in presenting the grievance at any step of the grievance procedure/arbitration if they so desire.

28.3 Arbitration Procedure:

- (a) After arbitration has been requested, the parties shall forthwith attempt to agree upon a single arbitrator. In the event the parties are unable to agree, a list of seven (7) Oregon arbitrators who are certified by the American Arbitration Association shall be requested from the State Mediation and Conciliation Service. Each party shall have the unilateral right to reject one list in its entirety and request a new list within seven (7) calendar days from the date of the list. Each party shall alternately strike one name from the final list. The final name remaining shall be the sole arbitrator for the dispute.
- (b) The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures.
- (c) The cost of the arbitrator shall be borne by the losing party as determined by the arbitrator. Each party shall bear the cost of presenting its own case.
- (d) The arbitrator's decision shall be final and binding upon the parties.
- (e) The arbitrator shall not have the power to alter, modify, add to, or detract from the terms of this Agreement.

ARTICLE 29. - STRIKE/LOCKOUT

The Union agrees that during the term of this Agreement the employees it represents will not engage in any strike, work stoppage, slowdown or interruption of City services, and the City agrees not to engage in any lockout.

ARTICLE 30. - UNIFORMS/PROTECTIVE CLOTHING

30.1 The City agrees to provide each mechanic in the unit two (2) pairs of coveralls per week. The cost of maintaining the coveralls, including tailoring, cleaning and laundering, shall be borne by the City.

30.2 The City shall make available raingear and protective rubber, leather, cotton, and/or insulated gloves for employees for the safe and sanitary performance of their duties.

30.3 The City agrees to provide public works and other field employees with an annual clothing and boot allowance of four hundred dollars (\$400.00) per employee for the purchase, replacement and/or repair of the uniforms and/or boots. The taxable allowance will be paid through payroll each September.

ARTICLE 31. - EMPLOYEE EVALUATIONS

31.1 As part of the City's personnel system each employee shall be evaluated at least once a year. An evaluation of an employee's performance for a step increase within the salary range shall occur at the employee's anniversary date, which shall be defined as the date of hire into a regular, full-time or regular part-time position within the bargaining unit. Employees at the top step of the range shall receive an annual evaluation as provided

within this Article. In the event a current, existing employee moves into a position in the bargaining unit, the employee's anniversary date shall remain unchanged.

If a performance evaluation is not completed within thirty (30) calendar days after the employee's anniversary date, the employee shall receive a step increase effective as of the anniversary date. If performance does not meet standards, the manager will establish a ninety (90) calendar day performance improvement plan, which shall not extend more than one hundred twenty (120) calendar days beyond the employee's anniversary date. The employee improvement plan shall be for the purpose of bringing the employee's performance into compliance with performance expectations. At the end of the ninety (90) calendar day period, or earlier by mutual agreement, the employee's performance will again be reviewed. If performance meets standards, the step increase will be granted effective the date of the review. If the manager fails to establish and/or monitor a ninety (90) calendar day performance improvement plan for the employee within the ninety (90) calendar day period, the employee shall receive a step increase effective the date of the most recent review.

31.2 Both parties agree that an employee has the right to agree or disagree with an evaluation and that the employee has the right to provide a written response to an evaluation. Such response, along with the original evaluation, shall become a part of the employee's personnel file.

ARTICLE 32. - PERSONNEL RECORDS

32.1 The City, subject to prior notification, shall provide an employee the opportunity to review the employee's personnel file. The official personnel file shall be maintained by the Department of Human Resources.

32.2 The employee may respond in writing to any item placed in their personnel file. Such written response will become a part of the file.

32.3 Written documentation of a verbal warning and any response written by the employee shall, upon request of the employee, be removed after three (3) years, provided that the written documentation and/or written responses are not relevant to current job performance.

32.4 Employees shall have the opportunity to review and sign any personnel document which reflects any adverse personnel action, prior to such document being entered into the employee's personnel file. An employee's refusal to sign the document shall have no effect or bearing on the execution of the adverse action. Should an employee refuse to sign said document, the responsible City representative shall so state on the document, initial and date. If an employee disagrees with any statement of fact contained in said document, ~~he/she~~the employee may so indicate by attaching a written statement of reasonable length to said document at the time of review.

ARTICLE 33. - LABOR MANAGEMENT COMMITTEE

A Labor Management Committee consisting of up to three City-employed Management representatives and up to three City-employed AFSCME members will meet at a minimum of once per quarter to discuss issues, subjects of concern, or other topics brought forward by either party. The meetings may be cancelled by mutual agreement. If after meeting there remain unresolved issues, the Union may request an AFSCME Representative be present at the next meeting.

ARTICLE 34. - UNION RIGHTS

34.1 The Union may select up to three (3) Stewards from the employees covered by this Agreement. When necessary, the Steward shall be allowed to assist during work time in matters involving administration of this Agreement. It is understood, however, that an effort will be made to limit such activities to a necessary minimum.

34.2 The Steward shall notify ~~his/her~~their supervisor prior to leaving ~~his/her~~their work area for the above-stated purposes.

34.3 It is understood that the City will not incur any liability for overtime pay as the result of the Steward's duties as listed in Section 34.1 of this Agreement.

34.4 New Employee Orientation - A designated union representative will be allowed up to thirty (30) minutes on paid time during the new employee orientation to make a presentation to represented employees.

ARTICLE 35. - RESIDENCY

All employees of the City's Public Works Department will reside within thirty (30) air miles of the City limits as a condition of employment.

ARTICLE 36. - INCLEMENT WEATHER AND CITY CLOSURE

The City's Inclement Weather Policy shall apply to all bargaining unit members.

However, if due to inclement weather or another emergency, the City is closed and employees are either sent home or informed not to report to work, the employees shall be paid their regular salary for that time. If employees are selected to report to work or must stay at work when the City is closed, those employees will receive their regular rate of pay and will also receive comp time for the hours worked up to a maximum of 80 hours of comp time per emergency. If the City remains open during inclement weather and employees are unable to get to work, such employees may use vacation or comp time to cover that time.

ARTICLE 37. - DRUG AND ALCOHOL POLICY

The City and the employees agree to abide by the Drug and Alcohol Policy formulated by the parties. Said policy will not be unilaterally changed.

ARTICLE 38. - SAVINGS CLAUSE

Should any provision of this Agreement be found to be in conflict with any Federal law, State statute, final decision of any Court of competent jurisdiction, or Federal or State Administrative Agency, said provision shall be modified to comply with said law or decision. All other provisions of this Agreement shall remain in full force and effect.

ARTICLE 39. - EXISTING CONDITIONS

39.1 The City agrees not to make unilateral changes in mandatory subjects of bargaining as determined by the Employment Relations Board without first notifying the Union. Should the Union desire to bargain over the proposed changes, the Union will provide the City with written notice of such intent no later than ten (10) calendar days from receipt of notice from the City.

39.2 This provision shall not be interpreted in such manner as to prevent the City from creating new job classifications and initial wage rates for those classifications when necessary, nor shall it preclude the Union from requesting to negotiate over those wage rates pursuant to Article 1.2.

39.3 The City will establish a telework policy on or before January 1, 2022.

39.239.4 The City will conduct a class/comp study of the positions of park maintenance worker and utility worker on or before July 1, 2022. The desire of the City is to try to secure funding for and participation in a more far reaching, holistic study within the contract period.

ARTICLE 40. – REOPENER

40.1 In the event of any change to federal, state or local law, including the passage of new legislation that adds new benefits, increases existing benefits, increases employees' wage rates, or increases any other economic benefit to employees during the term of this Agreement, the Employer shall have the right upon no less than fifteen (15) calendar days' written notice to reopen the economic terms of this agreement (Article 23 and Attachment A: Wages, Article 25: Health and Welfare, Article 15: Vacation, Article 16: Sick Leave). The City will have the right to reopen under this Article 40 if the City's economic costs for the AFSCME bargaining unit increase by two percent (2%) or more, calculated from the time of ratification, due to the change in law or new legislation. The purpose of such reopener is to permit the parties to renegotiate the economic provisions of this Agreement so that the Employer's labor costs do not exceed the Employer's costs in existence at the time the parties' agreement was ratified. During this period of renegotiation, the no strike provisions of Article 29 shall remain in full force and effect. If the parties have not reached agreement on changing the economic terms of the Agreement within forty-five (45) calendar days of the start of negotiations which addresses the additional cost of complying with any federal, state or local law, the Employer shall have the right to implement its last, best and final offer.

ARTICLE 41. - TERMINATION OF AGREEMENT

41.1 This Agreement and the attachments hereto constitute the sole written agreement between the parties. This Agreement shall become effective July 1, 2021~~0~~ and shall remain in full force and effect through and including June 30, 2025~~1~~. The parties agree that should negotiations for a subsequent agreement extend beyond June 30, 2025~~1~~, in addition to the provisions of this Agreement which automatically remain in force, Article 2-Employee Rights/Security and Article 28-Grievance Procedure shall remain in full force and effect up to the date on which the City would otherwise have the right to implement a full and final offer or the signing of a subsequent Agreement, whichever comes first.

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41.2 This Agreement shall be automatically renewed on July 1, 2025~~1~~ and each year thereafter unless either party notifies the other in writing not later than March 1, 2025~~1~~ that it desires to modify this Agreement. In the event notice to modify is given, negotiations shall begin no later than April 1, 2025~~1~~.

This AGREEMENT is hereby executed this _____ day of _____, 2021~~0~~.

FOR THE CITY

FOR THE UNION

BY: _____
~~Amanda Zeiber~~ Joseph Lindsay
~~Interim Assistant~~ City Administrator / ~~City~~ Attorney
City of Canby

BY: _____
Ross Kiely
Council Representative
Oregon AFSCME Council 75

BY: _____
Brian Hodson
Mayor, City of Canby
Team President

BY: _____
~~Jon Patrick~~ Laney Fouse
President, AFSCME Council 75, Local 350-6

BY: _____
~~Dave Frahm~~ Jon Patrick
AFSCME Bargaining Team Member
Vice President, AFSCME Council 75, Local
350-6

BY: _____
~~Darryl Hughes~~ Patrick
~~AFSCME Bargaining Team Member~~

AFSCME Salary Schedule - ATTACHMENT A
Effective the first full pay period following July 1, 2021
Includes 2.0% COLA

	5% between steps					3% between steps	
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Head Lifeguard	2574	2703	2838	2980	3129	3223	3320
Office Specialist I	3423	3594	3774	3963	4161	4286	4414
Library Coordinator							
Tech Ref Librarian/Yth Svcs							
Municipal Court Assistant							
Municipal Court Clerk I							
Office Specialist II	3610	3790	3980	4179	4388	4519	4655
Mechanic Tech I							
Parks Maint Worker							
Swim Instructor/Program Coordinator							
Maintenance Worker I	3727	3913	4109	4315	4530	4666	4806
Maintenance Worker II	4014	4214	4425	4646	4879	5025	5176
Municipal Court Clerk II	4112	4317	4533	4760	4998	5148	5302
Code Compliance/Evidence Tech							
Planning Tech	4319	4535	4761	4999	5249	5407	5569
Maintenance Worker III	4356	4574	4803	5043	5295	5454	5618
Facilities Maintenance Technician							
Operator I							
Pre-Treatment Tech	4492	4717	4953	5200	5460	5624	5793
Office Specialist III	4577	4806	5046	5298	5563	5730	5902
User Service Tech.	4633	4864	5108	5363	5631	5800	5974
Econ Development & Tourism Coord							
Librarian							
Mechanic							
Purchasing & Accounting Specialist	4734	4971	5219	5480	5754	5927	6104
Swim Center Operator	4890	5134	5391	5661	5944	6122	6306
Operator II	4937	5184	5443	5715	6001	6181	6366
Lead Mechanic							
Parks Lead							
Public Works Lead	5179	5437	5709	5995	6295	6483	6678
Office Specialist IV	5360	5628	5910	6205	6515	6711	6912
Operator III							
Pre-Treatment Coord.	5401	5671	5954	6252	6565	6762	6965
Associate Planner							
Project Planner	5452	5724	6011	6311	6627	6826	7030
Operator Lead	5562	5840	6132	6439	6761	6964	7172
Senior Planner	5958	6256	6568	6897	7242	7459	7683



City of Canby

PO Box 930
222 NE 2nd Ave
Canby, OR 97013

Phone: 503.266.4021
Fax: 503.266.7961
www.canbyoregon.gov

City Council Staff Report

DATE: May 12, 2021
TO: Honorable Mayor Hodson and City Council
THRU: Scott Archer, City Administrator
FROM: Todd M. Wood, Transit Director
ITEM: Authorization to purchase one Transit Van for Canby Area Transit

Summary

Canby Area Transit (CAT) requests authorization to purchase one (1) nine passenger, 22' 2021 NORCAL 350-EL TRANSIT VAN from SCHETKY NW Bus Sales for use as a Paratransit vehicle, and Dial-a- Ride services.

Background

During the pandemic the Federal Government issued a CARES relief package which included funding for transit agencies. In September 2020, CAT applied for funding to purchase and operate a Transit Van to accommodate people in mobility devices who are unable to use the standard ramps.

The VAN is a one nine passenger, 22' 2021 NORCAL 350-EL TRANSIT VAN (Ford Transit) that will accommodate nine passengers normally, and up to three mobility devices. It includes a rear lift sized to accommodate oversized mobility devices.

Discussion

Transit has continued to operate a full schedule during the pandemic. However, due to safety regulations the number of passengers per vehicle has been reduced. This has led to cases where cut-away buses are sent to accommodate single passenger trips to areas such as Willamette Falls Hospital.

The Transit van will relieve some of the COVID pressure by easily accommodating single or dual passenger trips in a more efficient manner. Additionally CAT has replaced all but three lift equipped with buses with ramps due to the ease of boarding and alighting. However, several passengers are unable to use ramps and require the lift for transportation. The Transit van will be used for those lift-required passengers and any oversized mobility devices.

The van represents a departure from traditional cut away vehicles, and will allow the transit department to evaluate the effectiveness of this type of vehicle for Dial-a-Ride services and future purchases. Many transit properties have begun switching to this type of vehicle for DAR services due to better fuel efficiency, lower repair costs, and better mobility accommodation.

Attachments

Ordinance #1557
RFQ Analysis
Price quote and response SCHETKY NW BUS SALES

Fiscal Impact

The cost of the Transit Van will be \$83,923 with no matching requirements. The van will be 100% paid by the CARES Grant which was received in the amount of \$90,000 for the purchase of this vehicle. This amount was added to the supplemental budget for FY 21.

Recommendation

Staff recommends that the Council authorize the staff to execute and declare in the name of the City of Canby (Canby Area Transit) and on its behalf, the appropriate Purchase Orders (contracts) with SCHETKY NW BUS SALES.

Purchase Order for one nine passenger, 22' 2021 NORCAL 350-EL TRANSIT VAN for the quoted amount of Eighty Three Thousand, Nine hundred twenty-three dollars (\$83,923);

Proposed Motions

“I move to approve Ordinance 1557, AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO PURCHASE ONE VEHICLE FOR CANBY AREA TRANSIT FROM SCHETCKY NW BUS SALES of Oregon to come up for second reading on June 2, 2021.”

ORDINANCE NO. 1557

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE ONE TRANSIT VAN FOR CANBY AREA TRANSIT FROM SCHETKY NW SALES OF PORTLAND, OREGON.

WHEREAS, the City of Canby/Canby Area Transit (CAT) wish to purchase one nine passenger, 22' 2021 NORCAL 350-EL TRANSIT VAN; and

WHEREAS, CAT received grant contract no. 34526 from ODOT – Rail and Public Transit Division for \$90,000 in (Cares 5311) funds to provide 100% of the funding to purchase one (1) vehicle; and

WHEREAS, the grant funds for the proposed purchase of vehicles are included in the adopted supplemental budget for fiscal year 2020/21 for the City of Canby; and

WHEREAS, the purchase will comply with ORS 279.820 - 279.855 and will be made utilizing Statewide Price Agreement number 9465 for use by the State of Oregon and authorized Participants of the State of Oregon Cooperative Purchasing Program (ORCPP) to purchase American Disabilities Act (ADA) transit vehicles; and

WHEREAS, in accordance with granting agency requirements all Oregon Cooperative Purchasing Program vendors who offer vehicles that meet CAT's specifications received a copy of CAT's Request For Quote issued on June 16, 2020; and

WHEREAS, Oregon Cooperative Purchasing Program vendors offering appropriate vehicles responded by March 26, 2021. Three vendors provided a quote for the 9 passenger; and

WHEREAS, to comply with granting agency requirements the quotes may be evaluated by either lowest cost or best value. Quotes for 9 passenger with two ADA stations were compared and evaluated based on a best value criterion; and

WHEREAS, the granting agency (ODOT Rail and Public Transit Division) has reviewed and approved the comparison, evaluation and selection of the best value determination; and

WHEREAS, the quote from SCHETKY NW Bus Sales of Portland, Oregon was selected; and

WHEREAS, SCHETKY NW Bus Sales of Portland, Oregon has supplied a quote under Price Agreement 9465 for one (1) nine passenger, 22' 2021 NORCAL 350-EL TRANSIT VAN in the amount of \$83,923 each, including scheduled options; and

WHEREAS, In accordance with Statewide Price Agreement 9465 all

Purchase Orders accepted by SCHETKY NW Bus Sales shall create a separate Contract between parties. The City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed the Purchase Orders and believes it to be in the best interest of the City to submit such Purchase Orders for the one (1) vehicle purchase to SCHETKY NW Bus Sales.

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

1. The Mayor and City Administrator are hereby authorized and directed to make, execute and declare in the name of the City of Canby (Canby Area Transit) and on its behalf, an appropriate Purchase Orders (contracts) with SCHETKY NW Bus Sales:

- Purchase Order for one nine passenger, 22' 2021 NORCAL 350-EL TRANSIT VAN for the quoted amount of Eighty Three Thousand, Nine hundred twenty-three dollars (\$83,923);

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, May 19, 2021 and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, June 2, 2021 commencing at the hour of 7:30 PM in the Council Meeting Chambers located at 222 NE 2nd Avenue, 1st Floor in Canby, Oregon.

Melissa Bisset, MMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 2nd of June 2021 by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Melissa Bisset, MMC
City Recorder

Canby Bus Purchase Analysis

5/3/2021

Background

City of Canby was awarded a CARES 5311 grant #34526 for 1 Category E van by ODOT as follows:

1. PROJECT DESCRIPTION

Purchase (1) category E lift-equipped expansion vehicle as follows: useful life - 4 years or 100,000 miles; approximate length - less than 20 feet; estimated number of seats – 3-14; estimated number of ADA securement stations - 2; fuel type – gasoline for complementary paratransit service.




Total grant funds allocated:

Grant Amount: \$90,000

Local match \$0

Total grant amount \$ 90,000

On 3/26/2021, City of Canby sent Request for Quotes (RFQ) to all vendors on the State Price Agreement asking for @19-22' Ford Transit type van with seating for up to 8 passengers and 2 oversized wheelchair stations with folding seats, rear lift and double-out bi-fold passenger. A due date of 4/9/2021 was established. RFQ's sent via email to:

-  Creative Bus Sales
-  Schetky NW Bus Sales
-  NW Bus Sales

On 4/9/2021, SNW ask for an extension of the RFQ to address paint/graphics designs. An extension was granted until 4/23/2021 and Gillespie Decal was contacted for consultation/design/pricing.

On 4/23/2021, all three vendors responded with RFQ proposals. All RFQ's met the required deadline and included the required ODOT forms.

Pricing submitted:

Vendor	Base price	Required Options	Subtotal	Preferred options chosen *	Total all options
CBS	52074	21007	73081	8425	81,506
NW Bus	57960	25521	83481	1349**	84,830
SNW	55499	23909	79408	4515	83,923

* Preferred Options chosen:

1. Battery Disconnect
2. COVID Barrier
3. Q-Straint Oxygen holder x 2
4. Larger double out door 38" x 84"

** NW Bus did not offer a battery disconnect switch in preferred options

Analysis

In comparing the RFQ's, CBS offered a 36" x 76" door standard and a 38" x 84" door as an option for an additional \$6,235.

To ensure all quotes are considered equal, emails were sent to the other vendors to verify door size.

NW Bus – standard door is 38" x 84" – no price increase necessary

SNW – standard door is 36" x 76" – upgrade to larger 38" x 84" door is \$3200 and is included in the preferred pricing above. Email of 4/26/21

* SNW included a lexan/plexiglass driver COVID barrier standard. They also offered additional "Custom built" barriers – but no pricing for those.

* CBS COVID barrier is made of automotive vinyl and flexible poly.

* NW Bus COVID barrier is framed plexiglass.

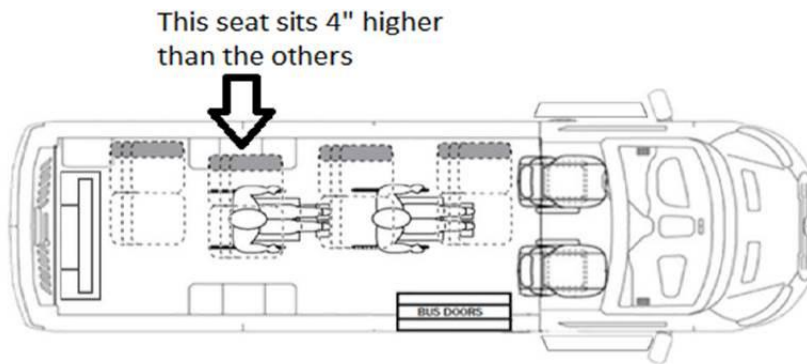
NOTE: SNW and CBS offered the same manufacture/model van. Drivege (CBS mfg) just recently purchased NORCAL (SNW mfg) vans.

Floorplans

RFQ asked for 4 double folding seats – during the RFQ process a vendor sent this email asking for a seating optional change to below:

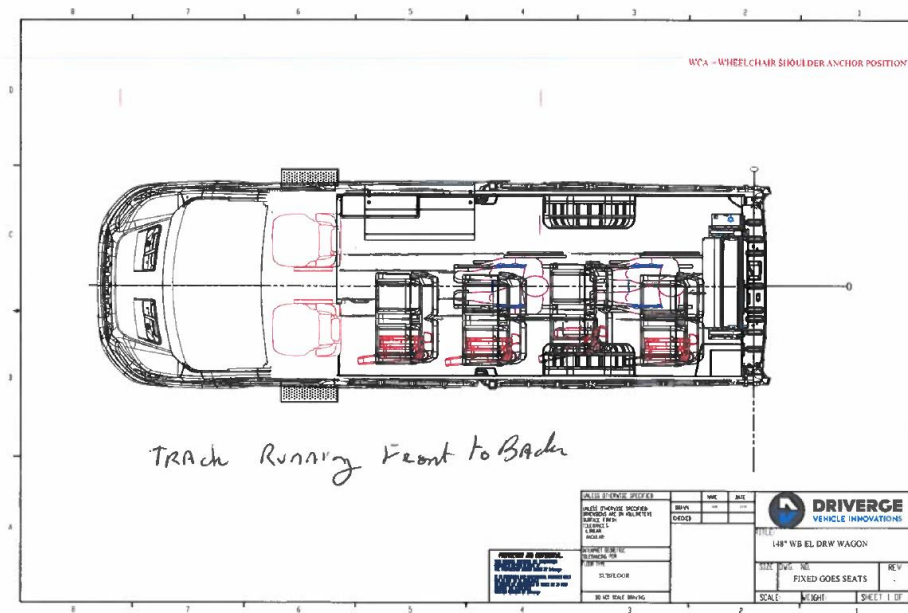
Because this is a dual-wheel rear axle, the wheel house is larger than on a single-wheel rear axle. For this to work, I have to use a fold-away seat that folds up over the top of the wheel housing to maximize

the space available between the wheel housings. The seat that's designed for this sits taller than normal. I've made notes and attached a picture of what it looks like.



This floorplan was approved as a preferred alternative.

CBS Floorplan



SNW Floorplan



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4. City of Canby has 3 low floor buses on order from CBS (Grants 33546 and STIF Formula), that CBS changed the body/floorplan configuration / wheelchair options months after the order was placed with no recourse for City of Canby and the previous three buses delivered were missing items, cameras were poorly installed and multiple service/warranty issues were noted, causing the City to lose confidence in the vendor.

Final Award Determination

City of Canby would like to order the van from SNW as the lowest price/most responsive vendor to the City of Canby RFQ as per the reasoning above.

REQUEST FOR TRANSIT VEHICLE PRICE QUOTE (RFQ)

This is (check appropriate):

- ☒ Initial Request for Quote (from Requesting Agency to Vendors)
Due Date: April 23, 2021
- ☒ Response to RFQ (from Responding Vendor back to Requesting Agency)
- ☒ Grant Funded Purchase Grant Agreement # 34526 CARES

VENDOR (Business Name): SCHETKY NW SALES

Vendor Contact Person: MARK ZOLLNER Phone: 503-607-3143

Email Address: markz@schetkynw.com Alt Phone: 971-990-7018

☒ Meets Buy America Standards (49 USC § 5323(j); 49 CFR part 661)

REQUESTING AGENCY INFORMATION

Agency: City of Canby – Canby Area Transit (CAT) Date: March 26, 2021

Contact Person: Todd M. Wood, Transit Director Phone: 503.266.0751

Email Address: woodt@canbyoregon.gov Fax: 503.263.6284

Agency Address: PO Box 930, Canby, OR 97013

The above Agency, through its Public Transit program or public transit affiliate, is requesting price quotes from Oregon State Price Agreement Contract Vendors for the purchase of the following vehicle(s):

From (circle): Oregon State Price Agreement / Other No. of Vehicles Required: 1

PTD Vehicle Category (Check): (Please see *PTD Vehicle Descriptions and Useful Life Standards*)

☐ Cat A ☐ Cat B ☐ Cat C ☐ Cat D ☒ Cat E 1 (select from 1 or 3)


Length (can be range): 19' to 22' Regular Seats: 8 ADA Stations/Tiedowns: 2

Fuel Type: ☒ Gasoline ☐ Diesel ☐ Bio-fuel ☐ Hybrid ☐ CNG ☐ Propane ☐ Electric

☒ High Floor ☐ Low Floor **Other Comment: Ford Transit with oversized wheelchair stations**

The general specification for vehicle is as follows:

A. VENDOR'S VEHICLE BASE PRICE INFORMATION		VEHICLE BASE PRICE
<i>This Section to be completed by Vendor</i>		<i>Enter base price from State Price Agreement below</i> <div>\$55,499.00</div>
Vehicle Make/Model: 2021 NORCAL 350-EL TRANSIT		
Length: APPROXIMATELY 22'		
Fuel Type: GASOLINE		
Floor: <input checked="" type="checkbox"/> High Floor <input type="checkbox"/> Low Floor Other:		
No. of Regular Passenger Seats: 9 PLUS DRIVER		
No. of ADA Stations w/Tiedowns Desired: 2		
Other Special Note:		
B. VEHICLE REQUIRED SPECIFICATIONS		
<i>Requesting Agency completes Description column</i> <i>Vendor completes "Vendor Response" columns</i>	VENDOR RESPONSE	
Requesting Agency's Required Specifications Description	Vendor Suggestions (related to vehicle specs)	
Altoona Test Executive Summary	ALTOONA EXEMPT-OEM BODY/CHASSIS	
At the end of the RFQ are 3 required certification attachments. Theses must be returned with the RFQ response. Failure to include will render your response non-responsive.	PROVIDED	
All standard specs per State Price Agreement. Include a list of vendor provided standard specs with RFQ response including all chassis specs.	PROVIDED	
High-ceiling, long wheelbase public transit van (Ford Transit, Mercedes, Dodge Ram or Equivalent) GVWR approx. 10,350 with dual rear wheels	PROVIDED	
Van exterior to be Dark Green (example: Ford Green Gem). Agency to approve color before build begins	OEM WHITE QUOTED PER EMAIL	
Exterior graphics prepared & installed by Gillespie Decals – CAT colors to be inverted (white decals on green van)	QUOTED PER EMAIL WITH GILLESPIE GRAPHICS INSTALLED	
Two (2) ADA securement stations for oversized wheelchairs with Q-Straint QRT (or equivalent). L track to run front back of van to maximize flexibility and space for wheelchair tiedowns (No Slide N Click)	PROVIDED L-TRACK, FRONT TO BACK IN MIDDLE SECTION-SEE FLOORPLAN	
Rear 1000# lift	PROVIDED	

Qty. 4 double folding seats in passenger area (8 total passengers when all seats deployed). All seats to have gray vinyl anti-bacterial/anti-microbial coverings, PPE armrests, USR seatbelts and PPE aisle side grab handles.	PROVIDED- SEE FLOORPLAN BELOW. ALL SEATS INCLUDE FREEDMAN LEVEL 3 COVERS OF YOUR CHOICE
Exhaust must exit out the side (not out the rear)	PROVIDED-OEM
OEM driver seat to be power, 6 way adjustable and covered with black cloth	PROVIDED
TDSS wheelchair storage under folding seats (no bags)	PROVIDED
Pre-wired for Two Way Radio – wired to right of doghouse	PROVIDED
Kenwood (or equivalent) digital 2-way radio system purchased & installed (Complete Wireless in Salem is CAT vendor)	PROVIDED- COMPLETE WIRELESS
Replace side sliding passenger door with power operated double-out bi-fold door with power switch at driver console with right and left hand handrails and yellow step nosing. Attached photo of proposed door with RFQ response.	PROVIDED 
2 USB ports in driver area (minimum)	PROVIDED
Floor to ceiling stanchion, modesty panel and plexiglass barrier behind driver. Please provide photo of this structure in a current van	PROVIDED



Heat and AC for passengers adequate for local climate

PROVIDED

Yield sign like TRIMET (Triangle) with momentary switch and to auto cancel with left turn signal

PROVIDED

AngelTrax Vulcan (or equivalent) security camera system with 4 cameras. Include backup view monitor for the rear facing camera. Purchased & installed to match existing fleet

PROVIDED

Delete Radio. Provide credit

NOT AVAILABLE PER FORD. SYSTEM MUST BE LEFT IN THE VAN

Body fluid kit – mounted in van before delivery

PROVIDED

Subtotal Cost of Required Options: \$23,516.00

Total Vehicle Cost With All Required Options: \$79,015.00

Estimated Vehicle Privilege Tax (if billing to agency) –
NOTE: ADA Modifications are exempt from tax \$393.00

Total Vehicle Cost With All Required Options and tax: \$79,408.00

C. VEHICLE PREFERRED OPTIONS

Requesting Agency's Preferred Options Description	Included in Base Price? YES / NO	\$Additional Cost for Option\$ (or Note Not Available)	Vendor Suggestions (related to vehicle specs)
Battery disconnect switch accessible from inside driver compartment	NO	\$525.00	YES
One set of snow tires and wheels (mounted and balanced) – studded and siped	NO	\$250 PER	\$2,000.00 FOR (4) \$2,500.00 FOR (6)
Vendor to provide options and pricing for driver COVID barrier. Please attach photos of barrier being proposed.	NO*	SEE PHOTOS BELOW	CUSTOM BARRIERS AVAILABLE *PHOTO ABOVE INCLUDED IN QUOTE

yes

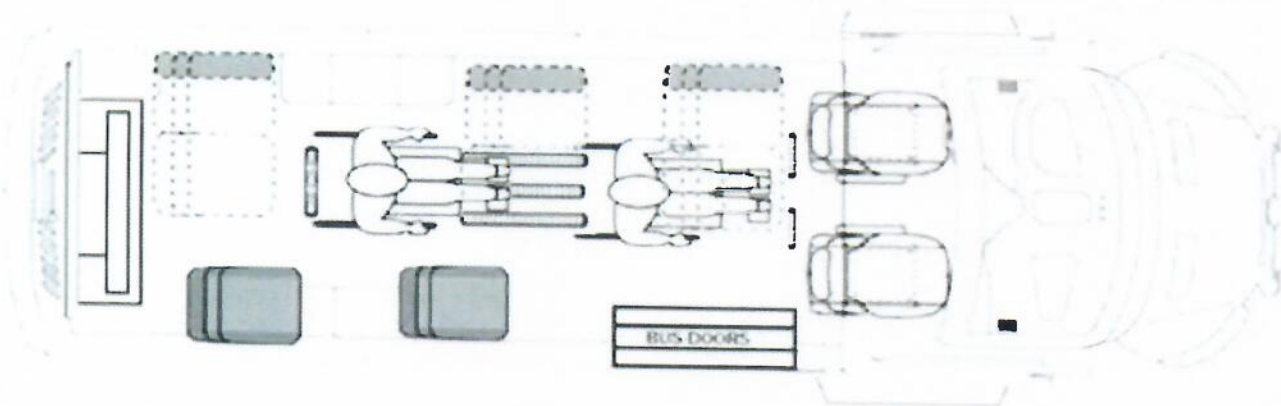
Q-Straint GO2 Oxygen holder (or equivalent)	NO	\$395 PER	$2 = 790$
Subtotal Cost of Preferred Options:		\$TBD	

38" x 84" Double Door from Email 4/24/21 \$3200 - Yes

Vendor's Signature: Mark Zeller Date Sent: 04/23/2021 \$4515

Vendor's Response Back to RFQ – Please sign and date your response here.

Sample Floor plan (Attach or cut-and-paste new plan here, or attach on back)



ALL STANDARD SPECS INCLUDED UNLESS OTHERWISE REQUESTED

STANDARD VEHICLE EQUIPMENT

BRAUN NCL1000 CENTURY LIFT. 34X54 PLATFORM, 1,000LB
 INTERMOTIVE LIFT INTERLOCK (ADA & FMVSS 403/404)
 FLOOR REINFORCEMENT FOR WHEELCHAIR LIFT & SEAT SUPPORT
 B-PILLAR ENTRY GRAB BAR STANCHION, STAINLESS STEEL.
 BLACK POWDER-COATED STEP BOARDS, ALL SIDE DOORS
 ADA SIGNAGE/DECAL KIT
 BACK UP ALARM (ECCO) MOUNTED UNDER REAR OF VAN
 DRIVELINE RETAINER LOOP
 ALTRO TRANSFLOR AT WHEELCHAIR SECUREMENT AREAS.
 STEPWELL LIGHTS
 FLUSH-MOUNT L-TRACK
 INSULATED WALLS & HEADLINER
 TIE-DOWN STORAGE BAGS
 DRIVELINE RETAINER LOOP
 SAFETY KIT: 5LB BC FIRE EXTINGUISHER, 25-UNIT FIRST AID KIT, REFLECTIVE TRIANGLE FLARE KIT (3)
 SEATBELT STRAP CUTTER/WINDOW BREAKER ESCAPE TOOL

BASE VEHICLE EQUIPMENT (AS SPECIFIED BY STATE)

Q'STRAIT 360-SERIES RETRACTABLE TIE-DOWN BELTS W/LAP AND SHOULDER (L-TRACK)
 TIE-DOWN WEBBING LOOP (14" BLUE) (QTY 4)
 12" QRT/M-SERIES LAP BELT EXTENSION
 RE-INSTALL SECOND-ROW 3-PASS. OEM SEAT (GRAY VINYL)
 SINGLE RIGID, W/3-POINT BELT - 17.5" WIDE, CURB SIDE (GO-ES, LEVEL 1 NEWPORT ASH GRAY VINYL W/ARM REST)
 SEAT BELT EXTENSION, FREEDMAN. 12" (QTY 2)
 UPGRADE, LEVEL 3 SEATS, PER FREEDMAN SEATING POSITION (NOT AVAILABLE ON FORD OEM SEATS)
 INSULATE WALLS & HEADLINER (OPTION ON WAGONS, STANDARD ON CARGOS)
 BLACK POWDER-COAT ALUMINUM STEP RUNNING BOARDS (DRIVER DOOR/BOTH PASSENGER DOORS)
 PASSENGER VIEWING MIRROR 6" X 16"
 HIGH IDLE CONTROL (INTERMOTIVE)

PRE-WIRE FOR RADIO POWER, FARE BOX POWER, AND CAMERA POWER. POWER LEADS, WIRE ONLY
PRE-WIRE LOOPED IN THE ENGINE COMPARTMENT AND LOOPED NEAR DOGHOUSE AREA INSIDE THE VAN
SEAT BELT EXTENSION, FORD TRANSIT OEM
4-WHEEL ALIGNMENT
FOUR (4) CAMERA SEON SYSTEM
HELM SERVICE MANUAL, FORD
UNDERHOOD LIGHT

PROPOSED CHASSIS:

2021 Transit 350EL Wagon, High Roof/Extended-Length Body, #U4X, 148" WB, 3.5 PFDi V-6 Gas Engine, 10-Speed Automatic Transmission. Daytime Running Lights. Privacy Tint w/Rear Window Defroster. Cruise Control. Four Keys. Back-Up Camera w/Display in Dash. Inboard Arm Rests on Front Driver/Co-Pilot Seats. Dark Gray Palazo Gray Vinyl Seats (black). Long-Arm Power Mirrors, Heated OEM White. 10,360lbs. GVWR. MSRP: \$48,580

VENDOR INFORMATION

Vendors are strongly encouraged to submit price quotes using the format provided. Vendors should specifically note if and how they meet the above specifications, and note any differences in what has been called out above, in their price quotes. This may be done on the form, or on an attached sheet. The vehicle(s) will be purchased with funding from the Oregon Department of Transportation, Public Transit Division and the Requesting Agency, and will follow applicable Federal and State procurement guidelines.

Price Quote shall be submitted to the Requesting Agency contact person named on the first page on this form.

Price Quotes may be sent by U.S. Mail, emailed, or faxed to the addresses for Requesting Agency noted on page 1 of this form.

Vendors are required to submit the following certification attachments with each Quote response:

Attachment 1 – Certificate of Compliance with Bus Testing Requirement

Attachment 2 – Pre-Award FMVSS and Buy America Certification

Attachment 3 – Transit Vehicle Manufacturer (TVM) Certification (DBE)

VEHICLE SELECTION INFORMATION

Selection of the vehicle and successful price quote will be based on:

☒ **Lowest Cost With Required Specifications (*Lifecycle costs may be considered in price determination and may affect lowest bid determination*)**

☐ **Best Value Determination (ODOT PTD pre-approval required.)**

The Best Value Determination criteria are as follows:



City of Canby Bi-Monthly Report
Department: Administration
For Months of March & April 2021

To: The Honorable Mayor Hodson & City Council
From: Melissa Bisset, City Recorder/ HR Manager
Prepared by: Erin Burkhard, Office Specialist II
Through: Scott Archer, City Administrator
Date: 5/19/2021

Board and Commissions

Board/ Commission/ Committee	Vacancy	Applications Received	Status
Heritage and Landmark Commission	1	0	
Library Board	1	0	
Planning Commission	2	3	Filled 3/3/2021
Transit Advisory Committee	2	4	Filled on 3/17/2021
URA Budget Committee	1	0	

Business Licenses

	Issued	Inactivated	Renewals Mailed	Total Licenses
March & April 2021	45	50	247	674 have Canby Addresses 1547 Total
March & April 2020	35	30	327	680 have Canby addresses 1526 Total

Cemetery

	Property purchases recorded	Internments recorded
March 2021	5	2
April 2021	3	2

Recruitments

- Conducted interviews for Program Coordinator and the Swim Center, Municipal Court Clerk II, and Seasonal Maintenance Worker positions.
- Advertised for Lateral Police Officer/ Entry Level Officer position.
- Advertised for Head Guard position.
- Continued implementation of NEOGOV software (recruitment/ application and onboarding solution)

Liquor Licenses/ Noise Variance Application

Three Liquor Licenses were processed.

Public Records Requests

Eight public records request was processed.

Special Animal Permits

Two special animal permits were issued.



City of Canby Bi-Monthly Report Department: Economic Development For Months of: March & April 2021

To: The Honorable Mayor Hodson & City Council
From: Jamie Stickel, Economic Development Director
Prepared by: Same as above
Through: Scott Archer, City Administrator
Date: 5/11/2021

Economic Development Director Updates

Urban Renewal Annual Report: On Wednesday, March 3rd, the Economic Development Director and Finance Director presented the 2019-2020 Urban Renewal Annual Report to the Urban Renewal Agency. Jamie Stickel, Economic Development Director, presented the 2019 – 2020 projects including industrial park access, quiet zone + downtown arch, redevelopment of the former library building. Julie Blums, Finance Director, presented the 2019 – 2020 financial overview. She reviewed the Maximum Indebtedness, Increases in incremental assessed value and tax increment revenue, impacts on taxing districts and finally the increase in assessed value. Blums estimated the increase in assessed value was \$190,000,000.

6/30/2020 assessed valuation of the URD	\$ 309,000,000
Frozen value	<u>\$ 66,000,000</u>
Increase in assessed valuation	\$ 243,000,000
Less: 3% annual increase	<u>(\$ 53,000,000)</u>
Estimated Increase Due to Development	<u>\$ 190,000,000</u>

Clackamas Prosperity Collaborative/Canby Design Lab: Clackamas County concluded its efforts with the Clackamas Prosperity Collaborative, which focused on creating projects around equity and inclusion in three communities: Canby, Milwaukie, and Estacada. The work in each of the communities is called the “Design Lab”. The Clackamas Prosperity Collaborative final meeting was on March 17th. The City’s Economic Development Director has been regularly attending the Clackamas Prosperity meetings, as well as the Canby Design Lab meetings. The Design Lab regularly meets the first Tuesday of the month, brings together people of various backgrounds and engages them to identify a problem statement and a solution statement for the community. Canby’s statement focuses on the lack of knowledge or support for citizens to navigate resources in the community.

Business Retention and Expansion: The City of Canby is working to create a Business Retention and Expansion (BRE) program with the assistance of Mary Bosch, Marketek. The first small business survey was launched in April and targeted professional services. The survey sought information from business owners and also provided a space for business owners highlight ways that the Economic Development Department could further assist them in their efforts. A total of 101 invitations were sent to business owners and the city received 20 responses, a 19.8% response rate. Additional business sectors will be targeted over the summer to complete the survey and the results will be used to target businesses with additional outreach. This work is being funded with a \$5,000 Ford Family Foundation Technical Assistance Grant which was awarded in late November. Mary Bosch has worked previously in Canby creating the 2012 Retail Market Analysis and providing consulting on traded sector businesses. Bosch is well-known for her work assisting cities such as creating Wilsonville’s BRE program as well as Clackamas County’s.

Urban Renewal Agency Façade Improvement Program: At the January 20th Urban Renewal Agency (URA) meeting, staff was asked to bring back the topic of potentially moving the façade improvement program approval from URA meetings, to avoid delays in authorization, to an administrative approval. At the February 3rd meeting, staff brought forward a staff report and resolution but the item was ultimately tabled due to citizen input. URA Commissioner Bangs asked for the item to be tabled so he could work with concerned citizens on streamlining the process while also acknowledging the need for public input in the process. Jamie Stickel offered to work with Bangs and the citizen, Carol Palmer, to review the process and bring it back to the URA. When the three met, a large focus was put on public input specifically as it relates to potential historic sites or districts that could form in the future. The process will be reviewed at an upcoming URA work session. At the April 21st Urban Renewal Agency meeting, the agency reviewed recommendations for creating an administrative approval process. Ultimately, the Urban Renewal Agency determined it was best to continue to review and approve/deny applications at the agency level.

Industrial Park Development Workshop: At the April 7th City Council work session, City staff presented the Industrial Park Development Workshop. The presentation included an overview of the Canby Pioneer Industrial Park by Jamie Stickel, Economic Development Director. Ryan Potter, Senior Planner, presented on the Development Planning Process. Colin Sears, Business Oregon, presented on development trends and incentives and Additional Considerations was presented by Joe Lindsay, City Attorney. The presentation served as a way to provide insight and updates on the industrial park. A follow up presentation is planned for summer to continue to follow up with data, trends, and provide additional insight to the Canby City Council and citizens.

“Parklet” Seating: On Thursday, April 29th, the Backstop Bar and Grill owner reached out to the Economic Development Director regarding the Governor’s mandate to move Clackamas County back to Extreme Risk, effectively disallowing indoor seating for restaurants. As background, in early October, the Canby City Council passed “Open Air Canby” which allowed the expansion of outdoor seating to private parking lots. A conversation was had in December between staff members, city council, and downtown businesses owners who may need additional seating but do not have adjacent private parking lots. While none of the downtown businesses needed to expand to downtown parking stall seating – or “parklets” – in December, the Backstop asked City Staff to assist him at the end of April. The Economic Development Director had identified the Public Right-Of-Way Encroachment permit as a tool that other communities had used to allow for “parklet” seating. After working with the City Attorney and City Administrator, the Economic Development Director was able to provide the Backstop with the appropriate permit and assist in securing barricades that are typically used for city events. The efforts were made possible by support for City Administration and the urging of City Council to assist business during the COVID-19 pandemic.

Economic Development and Tourism Updates

Promotion

- **Summer Events** – The Economic Development and Tourism Coordinator (ED&TC) met with City Administration during March and April to strategize around summer events, looking for what the City could do in light of COVID restrictions. Ultimately, the City Attorney provided an update from Citycounty Insurance Services (CIS), which lead to the determination that for July 4, the City will not be able to directly organize events in Downtown Canby. The ED&TC is instead working with the Canby Farmers Market, local businesses, and the Chamber of Commerce Tourism Committee to support other entities’ dispersed activities in Downtown Canby on July 4. Staff have decided to wait on making a determination around late-summers’ Big Night Out Street Dance, hopeful that the event can go on or be adapted to meet guidelines.
- **Discover Canby Brochure Update** - The ED&TC met and contracted with Mount Angel Publishing to commission an updated “Discover Canby” brochure focused on promoting local shops and restaurants. This will be launched in print and digital formats for summer 2021.



Figure 1: Preview (first draft) of the new 'shop & dine local' brochure

- **Social Media and Newsletter** – The ED&TC continues to use Canby Business accounts on Facebook and Instagram to promote local businesses and convey business and tourism news to the community. The Newsletter has been updated with fresh design and restaurant business listings/ links. The weekly newsletter averages ~30% open rate and is sent to 470 email addresses.
- **Amplify Wait Park Project**– The ED&TC was awarded a \$2000 grant from Clackamas County Cultural Coalition to support a project to install wireless speakers in Wait Park for use at City-sponsored events. The ED&TC purchased the audio equipment in March and is working with Parks and Public Works Staff to coordinate the installation, expected May 2021. Community events organizers, attendees, and volunteers are excited to utilize the system for events such as Light Up The Night.

Organization

- **Bicycle and Pedestrian Advisory Committee (BPAC)** – The ED&TC is managing a BPAC project to create a development plan for the Traverso section of the Molalla Forest Road. The ED&TC worked with the project team to publish a second online open house and survey in March, which received hundreds of comments and helped the team finalize the development plan. A final development plan was delivered in April, available for download at: <https://www.canbyoregon.gov/CityGovernment/committees/MolallaForestRoad-LoggingRoadPath.htm>
 - Parametrix (Planning Consultant) is tentatively scheduled to present this plan to Council on June 2.
 - The ED&TC submitted an application to the National Parks Service Rivers, Trails and Conservation Assistance Program for technical assistance with implementing phase 1 of the MFR Traverso Development Plan.
- **Heritage and Landmark Commission (HLC)** – Canby has been awarded a \$11,881 Certified Local Government grant to pay for projects identified in the Canby Historic Preservation Plan that are included in the organization's 2021-22 project plan.
 - Reconnaissance Level Survey of Downtown adjacent neighborhoods to ID properties over 50 years old that may qualify for local or state historic registry.



- Detailed research and survey of the Clackamas County Fairgrounds. Work on these projects begins late May.
- The ED&TC has submitted a grant application on behalf of the City of Canby to the State Commission on Historic Cemeteries for continued restoration work in the historic section of the Zion Memorial Cemetery. Calvin LeSueur (HLC Staff Liaison) and Judi Jarosh (HLC Chair) attended the 2021 Oregon Heritage Summit which focused on collaboration opportunities and tools for heritage/tourism organizations throughout the state. The HLC, Canby Planning Department and Oregon State Historic Preservation Office are engaged and plan a review of proposed changes to the Holly Street City Hall property. Property owner (Mary Hanlon) and architects are cooperating with the review. A Public Design Review Meeting will be conducted once required documentation and public notification is complete. *This section gratefully adapted from bimonthly updates provided by HLC Chair Judi Jarosh.*

Economic Vitality

- **Downtown Business Recruitment & Outreach** – The ED&TC met with Matt Morrissey on April 19 to discuss plans for a new cocktail bar on N Grant St, and share information with the successful restaurateur related to the City’s sidewalk café permit, Façade Improvement Program, public mural process, and to discuss the new concept. On April 23, the ED&TC met with Shelley Arndt of Art-O-Maddic, a new art gallery and art classes venue which has leased space in the Graham building on NW 2nd Ave. Both of these active use establishments plan to open in summer of 2021.
- **Willamette Valley Visitors Association (WVVA) Photoshoot** – The ED&TC coordinated volunteer models and a professional photographer to shoot a series of photos in Downtown Canby on Saturday April 10. These photos are now available for the City’s tourism promotion efforts and will also be used by WVVA and Travel Oregon to market Canby.



Figure 2 WVVA photoshoot, Credit: Joey Hamilton

Design

- **Façade Improvement Program (FIP)** – The ED&TC processed an FIP application from Rice Time, which has installed a new awning. This project was approved at the March 3 Urban Renewal Agency meeting. One new member joined the Main Street Design Committee, which provides comments and public review of FIP projects.



Figure 3: New Awning at Rice Time



City of Canby Bi-Monthly Report
Department: Finance Department
For Months of: March/April 2021

To: The Honorable Mayor Hodson & City Council
From: Julie Blums, Finance Director
Prepared by: Suzan Duffy, Financial Analyst
Through: Scott Archer, City Administrator
Date: May 10, 2021

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 FY2021-22 budget process continues to move forward. The FY2021-22 Proposed Budget will be available to the public on May 3rd. Budget Committee meetings will be held May 13, 20, and 27th if needed.
- The Finance Director collaborated with other departments on several projects and presentations including a Street Five Year Capital Project Funding Plan, a RFP for Parks Master Plan and SDC/Rate Study, and URA Debt Refinancing options. An RFP was issued for Audit Services and the subsequent contract was brought before Council along with the renewal contract for Tech Services.
- Finance staff met with Piper, Sandler & Co. to review the possibility of refinancing URA bonds to take advantage of low interest rates. A presentation was made to the URA Board on April 21st with a follow-up session scheduled for May 5th.
- The process of updating the fee schedule for FY2021-22 has begun. This process was put on hold last year due to the pandemic.
- To allow for vacations, staff had the opportunity to put their cross-training/back-up skills to use for Payroll and Accounts Payable.
- We received nearly a 75% response rate to over 200 outreach letters sent to Transit Tax accounts with little or no activity. This helped to verify correct filing and offer annual filing to increase efficiency for the businesses as well as staff.
- Finance staff participated in the following meetings, trainings and events this period:
 - Caselle user group
 - Caselle webinars
 - OGFOA virtual conference
 - Management Team meetings
 - Conference call re: FEMA rules
 - Xpress Bill Pay webinar
 - Meeting regarding hybrid video system in Council Chambers
 - Local Budget Law training
 - New website training

Statistics for FY 2020-2021:

	<u>July-</u> <u>Aug</u>	<u>Sept -</u> <u>Oct</u>	<u>Nov -</u> <u>Dec</u>	<u>Jan -</u> <u>Feb</u>	<u>Mar -</u> <u>Apr</u>	<u>May -</u> <u>June</u>
Accounts Payable						
Invoices:	414	415	463	362	460	
Invoice entries:	967	942	997	858	1055	
Encumbrances:	59	18	21	14	9	
Manual checks:	7	2	7	1	2	
Total checks:	259	311	290	238	319	
Payroll						
Timesheets processed:	530	415	504	398	303	
Total checks and vouchers:	594	475	566	452	471	
New hires/separations:	0/8	2/3	2/2	3/4	1/5	
Transit Tax Collection						
Forms sent:	20	824	1060	470	750	
Penalty & Int. notices sent:	1	0	1	16	15	
Pre-collection notices sent:	0	0	221	0	174	
Accounts sent to collections:	0	0	0	109	68	
Accounts opened/closed:	44/37	47/24	33/22	21/32	44/50	
Returns posted:	952	604	814	1083	868	
Utility Billing						
Bills sent:	10,114	10,116	10,271	10,296	10,359	
Counter payments:	0	0	0	0	2	
Accounts opened and closed:	170	144	120	96	132	
Lien payoffs:	0	4	6	2	1	
Lien payoff inquiries:	42	48	27	48	35	
Collection notices sent:	0	0	0	35	34	
Accounts sent to collections:	0	0	0	0	0	
New homes occupied:	18	24	27	34	32	
General Ledger						
Total Journal entries:	614	317	335	384	309	
Cash Receipts Processed						
Finance:	1,146	811	717	1251	1041	
Utility:	95	100	57	16	50	

Fleet Service BI-Monthly Report
By Robert Stricker, Lead Mechanic

Mar-21

Department	Work Orders	Labor Cost	Material Cost	Fuel Cost
Administration	0	\$0.00	\$0.00	\$0.00
Adult Center	0	\$0.00	\$0.00	\$102.80
Facilities	0	\$0.00	\$0.00	\$139.79
Wastewater Collections	5	\$1,189.33	\$30.81	\$302.24
Wastewater Treatment	0	\$0.00	\$0.00	\$109.97
Parks	10	\$597.76	\$258.29	\$1,284.64
Police	18	\$3,523.59	\$911.90	\$5,127.27
Streets	9	\$3,570.06	\$1,383.33	\$2,051.20
Fleet Services	0	\$0.00	\$0.00	\$165.45
Canby Area Transit (CAT)	38	\$3,574.37	\$1,697.19	\$7,560.97
Total	80	Total		

Apr-21

Department	Work Orders	Labor Cost	Material Cost	Fuel Cost
Administration	1	\$69.84	\$12.29	\$59.08
Adult Center	0	\$0.00	\$0.00	\$26.99
Facilities	1	\$43.61	\$13.54	\$197.36
Wastewater Collections	4	\$228.30	\$1,269.52	\$546.56
Wastewater Treatment	4	\$555.51	\$131.88	\$0.00
Parks	12	\$1,007.73	\$305.30	\$837.15
Police	17	\$3,567.46	\$1,223.46	\$5,178.40
Streets	5	\$705.23	\$330.06	\$1,354.88
Fleet Services	1	\$43.61	\$11.44	\$40.90
Canby Area Transit (CAT)	25	\$2,720.52	\$1,623.51	\$7,350.25
Total	70	Total		

Fleet Service Highlights

Total Cost

\$0.00
\$102.80
\$139.79
\$1,522.38
\$109.97
\$2,140.69
\$9,562.76
\$7,004.59
\$165.45
\$12,832.53
\$33,580.96

Total Cost

\$141.21
\$26.99
\$254.51
\$2,044.38
\$687.39
\$2,150.18
\$9,969.32
\$2,390.17
\$95.95
\$11,694.28
\$29,454.38



City of Canby Bi-Monthly Report
Department: Library
For Months of: March & April 2021

To: The Honorable Mayor Hodson & City Council
From: Danny Smith, Library Director
Prepared by: Same as above
Through: Scott Archer, City Administrator
Date: 5/10/2021

Staff

All library staff have returned to a more routine/partial-hybrid work model. We continue to balance OR-OSHA requirements for limited staffing due to health and safety protocols with our effort to continue virtual programs and contact-less curbside pickup.

After three years of service to the Canby community, we're wishing Jenny Storey well as she moves on to a new opportunity. Jenny has added a great deal to the library and community and while we're sad to see her go, we're excited for her and know she'll do great.

Spaces

Due to the increase in COVID-19 cases in Clackamas County, the library and other city departments were required to close offices and spaces to the public. The Library will continue to provide contact-less curbside pickup of library materials. Additionally, virtual programs will continue to be provided as well as craft kits and other DIY activities. Staff have done a great job of pivoting away from limited in-person services quickly and efficiently to ensure continuity of service for the community.

Collections

Selectors have been ramping up for fiscal year end and preparing to pause spending as we approach the end of our purchasing season. We continue to remain on track for collection enhancements through routine expenditures of our primary budget line. Over the course of fiscal year 2020/2021, we will have added approximately 5,500 new items to the Canby library collection.

Events & Visits (by the numbers)

Total virtual programs: 62

Total virtual program attendees: 2,882

Total DIY crafts distributed: 160

Seasonal Book Giveaways: NA



Items checked out at curbside: 15,323

Items checked in: 36,699

Unique visits at curbside: 3,756

Unique eLibrary visits: 5,330

General News

During our brief partial reopening in April, we had the opportunity to welcome 1,083 visitors back to the library for in-person visits. Staff created and maintained a positive, service-oriented experience for each customer visiting the library despite the challenges of opening with current restrictions in place. The community was thrilled to be back in the library, sharing smiles and positive comments with staff each day. With the temporary pause of in-person services, staff are poised to create an amazing curbside experience until such time that we can return safely to services levels that are closer to pre-pandemic levels.



City of Canby Bi-Monthly Report
Department: Court
March and April, 2021

To: The Honorable Mayor Hodson and City Council
Prepared By: Jessica Roberts, Municipal Court Supervisor
Through: Scott Archer, City Administrator
Date: May 11, 2021

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*

Monthly Statistics	March	April
Misdemeanors		
Offenses Filed	36	40
Cases Filed	26	32
Warrants Issued	17	26
Misdemeanor Case Detail		
Diversion/Deferred Sentence	3	4
Offenses Dismissed	9	4
Offenses Sentenced	10	8
Offenses not filed by City Prosecutor	4	2
Traffic & Other Violations		
Offenses Filed	168	173
Cases/Citations Filed	124	131
Parking Citations Filed	2	5
Traffic & Other Violations Case Detail		
Diversion (Good Driver Class/MIP)	7	13
Dismissal (Fix It Tickets)	4	4
Dismissed by City Prosecutor or Judge	14	8
Sentenced by Judge	19	23
Handled by Violations Bureau	41	73
Guilty by Default	37	45
Traffic and Criminal Trials		
Court Trial (Misdemeanor)	0	0
Jury	0	0
Traffic Trial	3	5
Defendant Accounts referred to Collections	\$33,720	\$37,457
Revenue Collected from Collections	\$16,952	\$26,393
Fines & Surcharges Collected	\$46,163.05	\$60,430.48

Explanation of terms:

1. Difference between Offenses Filed vs. Cases Filed
 - Multiple offenses (charges) can be filed on any one defendant from a single traffic stop or arrest.
 - Offenses filed reflects this number. Cases filed (also called docket numbers) refers to a single defendant's matter before the court.
2. Offenses not filed by City Prosecutor. Crimes cited by the police department go to the city prosecutor for review. At times those charges are not filed on against the defendant at the determination of the City Prosecutor.
3. Guilty by Default. When a defendant does not appear or contact the court on their scheduled court date a defaulted conviction is entered against them on the following Wednesday. A court clerk processes the default convictions.
4. The Violations Bureau applies to traffic violations only.

Under the Judge's authority, court clerks can accept pleas, offer a deferred sentence program (if qualified) and set a payment plan. Where a crime is charged, a court appearance before the judge is mandatory.

If a defendant qualifies, the clerks can offer an option to participate 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 and to qualify:

- Good Drivers Program (no prior traffic convictions in the last five years and no further convictions for 60 days)
- 1st Offender – Traffic violation (if under the age of 18)
- 1st Offender - Minor in Possession of Alcohol/Marijuana citation

5. Fix It Citations

The court offers a Fix It program, which allows the defendant to have a citation dismissed if an issue with their vehicle, registration or license is fixed. There is a \$50 dismissal fee owed for each fixed violation. This is reflected in the traffic violations dismissed statistic.



City of Canby Bi-Monthly Report
Department: Parks
For Months of: March & April 2021

To: The Honorable Mayor Hodson & City Council
 From: Jeff Snyder, Parks Maintenance Lead Worker
 Prepared by: Same as above
 Through: Scott Archer, City Administrator
 Date: 5/11/2021

Two Month Deferred Maintenance Report

March and April

City Park Properties	March April 2020	March April 2021	Deferred Maintenance Tasks
	Snapshot of Actual Hours		
Arneson Gardens	16	103.5	Increase in storm debris
Baker Prairie Cemetery	8	111.5	Increase in storm debris
Beck Pond trail	2	20	Increase in storm debris
Community Park	105.5	438.5	Increase in storm debris
Disc Golf	0	3	Increase in storm removal, no volunteers
Eco Park	10	7.5	Decrease in maintenance
Faist 5 - Undeveloped	1.5	1.5	Service as needed
Legacy Park	103.5	53	Decrease in landscaping
S. Locust Park	25	90	Increase in storm debris
Forest Road Path	17.5	13.5	Decrease in trail maintenance, storm cleanup
Fish Eddy	4	6.5	Service as needed
Maple Park	63.5	196	Increase in storm debris
19 th Loop	3.5	0	Service as needed
Northwood Park	17	35.5	Increase in storm debris
Simnitt - Undeveloped	0	0	Service as needed
Skate Park	8.5	13	Service as needed – storm debris
Territorial CLC	0	0	Maintained by volunteers
Timber Park	23.5	41	Increase in storm debris
Triangle Park	2.5	8	Increased in storm debris
Wait Park	32	214.5	Increase in storm debris

Within the body of the March/April snapshot, the difference between the 2020 and 2021 cycles, there has been an increase of 1356.5 hours dedicated towards all park maintenance.

Parks Maintenance

March - April 2021

Park Renovations

The S. Locust St. Park playgrounds were opened to the public on March the 3rd. The park sign was also revamped, new garbage cans were installed and S2 Contractors Inc. resurfaced and striped the basketball court at S. Locust St. Park.

Park Maintenance

The process of cleaning up/cutting up and hauling debris after the ice storm has occupied the majority of staff's time. By the middle of April we were able to start mowing, weed spraying, edging, shrub trimming and preparing the irrigation systems for the summer months. Staff also filled in the low spots in the safety surfacing of the playgrounds.

Canby Municipal Courts community service referrals were not utilized in the parks due to COVID-19. The Parks Department spent 8 hrs. addressing graffiti and vandalism over the last two months. Regular maintenance was not performed at the 34 areas the Parks Department is responsible for, the Adult Center, Arneson Gardens Horticultural Park, Baker Prairie Cemetery, Beck Pond, 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, Knights Bridge right of way, Legacy Park, South Locust Street Park, Logging Road Trail and Fish Eddy/Log Boom property, Maple Street Park, Nineteenth Loop Natural area, Northwood Estates Park, NW 1st Ave., NW 2nd Ave., Police Department landscaping, Simnitt Property, Skate Park, Shop Ground, Swim Center, Timber Park, Territorial Estates Future CLC Park, Transit Bus Stop, Triangle Park, Wait Park, Willow Creek Wetlands (19th Loop), WWTP property and Zion Cemetery.

Meetings attended

I attended the Park and Recreation Boards zoom meetings.

I attended a MFR meeting, a pickleball court design meeting and we all took a records retention class.

We reviewed/scored the Park Master plan RFP, called for references and selected Green Play LLC.

I met with CIS claims adjuster to assess the Ice Storm damage in Canby.

We reviewed and interviewed three people for seasonal help for the parks department and public works.

Zion Cemetery

At the cemetery storm/leaf debris removal, mowing, floral decoration cleanup, building maintenance issues and sexton duties were performed. On February the 13th. An epic Ice Storm descended upon Canby. Staff has directed its focus from maintenance to addressing tree hazards and the massive job of cleanup.

For your Information

Jennifer Taylor the Branch manager from US bank organized a two day volunteer cleanup on the north end of the Forest Rd. trail. The group removed and piled up limbs for the citizens of Canby. Thanks for your community support.

Kiwanis held an Earth Day event at Wait Park. The group handed out seed packs and soil for planting.

Please see attached park maintenance actual hours for the months of March and April 2021. Hours are based on number of employee's (each day) x 7.5hrs

Parks Department		April 2021 Actual Hours																															Total
		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	
Adult Center		0.5						0.5				7.0			0.5																3.0		11.5
Arneson Gardens		0.5			23.0	22.5	15.5	15.0	10.0			1.0			2.0	1.0				1.0		0.5		4.0			1.0				4.0	0.5	101.5
Baker Prairie Cem.		2.0						1.0				1.0										0.5						1.0					5.5
Beck Pond														8.0	0.5				2.0				8.5	0.5									19.5
Community Park		37.5	30.5		6.0	19.0	1.5	9.0	1.5			2.0	1.0	1.0		9.0			16.5	6.0	19.0	9.5	5.0			2.0		1.0	2.0	7.0		186.0	
CPIP Sign Property															4.0																	4.0	
Disc Golf Course					3.0																											3.0	
Eco Park					0.5			1.0								0.5			0.5		0.5		1.0							0.5		4.5	
Faist V (5)								0.5	1.0																							1.5	
Holly-Territorial Sign															1.0																	1.0	
Hulberts-sign property		1.5													1.0	1.5																4.0	
Klohe Fountain													1.0							1.0												2.0	
Knights Brdg.																0.5																1.5	
Legacy Park		3.0	4.5		1.0		1.0		3.0			2.0	1.0	1.0	5.5	2.0			1.0		0.5			2.0			2.0	6.0	1.0	1.0	6.0	43.5	
S. Locust Park		0.5			2.0		1.5	14.0	5.5			3.0	1.0	1.0	1.0	0.5			1.5		1.0	3.0	1.0			1.0	10.0	20.0		0.5		68.0	
Logging Rd. Path																1.5			0.5				1.0	1.0			1.0			2.0		7.0	
Fish Eddy-Log Boom		0.5							2.5							0.5			0.5								0.5					4.5	
Maple St. Park		1.5	1.0		1.0		0.5		0.5			3.0	7.5	1.0	3.0	2.0			6.0		1.0	8.0	1.0				12.0	22.0	0.5	4.0	2.0	77.5	
19th Loop																																0.0	
Northwood Park		0.5					0.5		0.5			4.0			6.0	1.0			1.0									9.0			0.5	23.0	
Street Landscaping		0.5					5.0	2.0	4.0				15.0		1.5	1.0			2.0	12.0									10.0	7.0	3.5	63.5	
Storm/Collect mow									1.0						1.0																	2.0	
Police Department							2.5							21.0	6.0				1.0										3.0	0.5		34.0	
Simnitt Property																																0.0	
Skate Park		0.5			0.5				2.0						3.0	0.5			2.0		0.5		1.0				0.5			1.0		11.5	
Shops/tools-trucks															2.0	1.5						1.0	1.0						1.5	0.5		7.5	
Swim Center		2.0						1.0				8.0			1.0																	12.0	
Territorial-CLC Prop.																																0.0	
Timber Park		0.5			0.5	2.0	1.0	1.0	0.5			4.0	1.0			1.0			1.0		0.5		1.0				1.0	6.0	1.0	2.5		24.5	
Transit Bus stop		0.5			0.5		0.5		0.5				1.0			0.5			1.0		0.5		2.0				1.0	1.0	5.0	0.5		14.5	
Triangle Park		1.0						0.5				0.5			1.0						0.5						4.0					7.5	
Wait Park		1.0			2.5	1.5	0.5		1.0			2.0		1.0	3.5	1.5			1.0	24.0	17.0	9.0	3.0			10.0		0.5	5.0		84.0		
Veterans Memorial																							1.0						4.0			5.0	
WWTP property																																0.0	
Zion Cemetery					7.5	7.5	7.5	7.5	9.0			15.0	17.5	7.5	7.5				7.5	7.5	7.5	7.5	15.0			7.5	7.5	7.5	15.0	7.5		176.5	
Administration					1.0		4.5	0.5	2.0			1.0	1.5		1.0				3.0	2.0	3.0	5.0	4.5						7.5	2.5		39.0	
Monthly Total																															1050.5		



City of Canby Bi-Monthly Report
Department: Development Services
For Months of: March & April 2021

To: The Honorable Mayor Hodson & City Council
From: Don Hardy, Planning Director
Prepared by: Same as above
Through: Scott Archer, City Administrator
Date: 5/11/2021

The following report provides a summary of Planning and Development Services activities for the months of March and April, 2021. Please feel free to call department staff if you have questions or desire additional information about any of the listed projects or activities. This report identifies ongoing planning activities, a list of submitted land use applications, and a list of projects for which the City has performed site plan review for building permits.

Development Services Activities:

- 1. New State Housing Mandates.** Planning staff have continued to coordinate with DLCD regarding House Bill 2001 and 2003 (Housing Bills) and has participated in trainings to understand how other jurisdictions have or are implementing these House Bills. Staff presented to the council at the March 17, 2021 work session and will be providing further updates anticipated this summer/fall. Staff is also tracking possible funding from DLCD to implement HB 2003/Housing Needs Assessment.
- 2. Buildable Land Inventory.** Planning staff is continuing to assess the buildable land inventory for unconstrained residential and industrial land that will be further refined as the Housing Needs Assessment is updated along with the Economic Opportunity Assessment over FY 2021. This will provide a preliminary inventory for consideration of the future anticipated comprehensive plan update. The Economic Opportunity Assessment will identify anticipated employment land needs and will address targeted industries, and this work is anticipated to start in July with funding through DLCD.
- 3. Parks Master Plan.** GreenPlay has been selected as the firm who will complete the parks master plan update and their work is anticipated to start in late May. The plan will establish a long-range vision for the City's parks and recreational amenities and will identify priority projects and methodologies for funding those projects.
- 4. Code Updates.** Planning Staff is continuing to review City zoning and development standards needing updating and is considering both near term code updates to bring to city council for adoption and a longer term code overhaul and the timing in relation to the Housing Need Assessment update.

LAND USE APPLICATION ACTIVITY

1. Pre-Application Conferences Submitted March 1 – April 30, 2021:

- a. **PRA 21-04 Angel Jimenez Alejandrez, 592 NE Territorial**—Two lot partition
- b. **PRA 21-05 Blake DuPont, 1495 S Fire Street**—1.31 acre annexation and rezone
- c. **PRA 21-06 Tofte Farms, 371 SE 13th Avenue**,—55 acre annexation, rezone and DCP
- d. **PRA 21-08 Old City Hall, 182 N Holly Street**—Remodel Old City Hall for anticipated tenant
- e. **PRA 21-09 Active Water Sports, 1907 SE 1st Avenue**—9,500 sq. ft. building addition for self-storage/mini storage
- f. **PRA 21-10 Canby Beer Library, 292 N Holly Street**—Remodel building for brew pub

g. **PRA 21-11 Canby Center, 681 SW 2nd Avenue**—Construct 5,000 sq. ft. Life Skills and Donation Center

h. **PRA 21-12 Okada America, Inc., 368 and 372 Sequoia**—Manufacturing building with office space

2. Land Use Applications Submitted March 1 – April 30, 2021:

3. Pre-Construction Conferences held March 1 – April 30, 2021: (1) Jason Bristol, NW 3rd Avenue, 4 lot subdivision

3. PC Agenda Items Reviewed March 1 – April 30, 2021:

a. **DR 20-06/CUP20-04 Canby Fire Emergency Fire and Medical Station, 1460 NE Territorial Road**, New emergency fire and medical station.

b. **SUB 20-03/VAR 20-01 Beckwood Place Subdivision, between NE 16th and NE 18th Avenue**, 42 lot subdivision.

c. **DR 21-02 Western Storage, 300 Redwood Street**, New 11,500 sq. ft. storage building.

d. **DR 20-03/CUP 20-02, Memory Care Facility, 1300 Ivy Street**, 102 beds with four independent living duplexes, currently under appeal with anticipated city council hearing on June 2.

e. **SUB 21-01 Northwoods Estates Subdivision**, 15 lot subdivision.

4. Site Plans Submitted for Zoning Conformance and Authorization for Release of County Building Permits March 1 – April 30, 2021:

CITY FILE #	PROJECT/LOCATION
SP 21-11	1473 NE 17 th Ave., Postlewait Lot 1
SP 21-24	845 SW 1 st Ave., Taco Bell
SP 21-08	367 SW 18 th Ave., Ivy Ridge Lot 8
SP 21-18	1877 S Fir Loop, Ivy Ridge Lot 10
SP 21-14	1485 NE 17th Ave, Postlewait Estates, Lot 8
SP 21-27	1901 S Ivy St. Guen Benjamin Demolition Permit
SP 21-29	1934 N County Club Drive, RADD and Remodel
SP 21-16	1447 NE 17 th Ave., Postlewait, Lot 7
SP 21-31	1561 N Persimmon St., Hamilton Acres Lot 15
SP 21-26	309 S Knott St., Knott Commons Townhouse 5
SP 21-35	975 NE 8 th PL, RADD
SP 21-38	Eccles Elementary School, Interior improvements
SP 21-37	1971 SE 12 th Ave., Faist 8 th Addition Lot 44
SP 21-41	Trost Elementary School Interior Improvements
SP 21-32	151 N Ivy, Tenant Improvement
SP 21-40	155 S Hazel Dell Way, TI's
SP 21-48	265 SE 1 st TI Mechanical
SP 21-46	1608 N Redwood, Detached Accessory Structure
SP 21-49	Knight ES Interior Improvements
SP 21-12	1431 NE 17 th Ave., Postlewait Lot 5
SP 21-53	Lee ES Playground
SP 21-51	Trout ES Playground
SP 21-33	182 N Holly Tenant Improvement
SP 21-50	Eccles ES Playground
SP 21-52	Knight ES Playground
SP 21-56	181 N Grant Revised TI

CITY FILE #	PROJECT/LOCATION CONTINUED
SP 21-43	1579 N Persimmon Dr., Hamilton Acres Lot 38
SP 21-39	1559 N Persimmon Dr., Hamilton Acres Lot 39
SP 21-03	1578 N Persimmon Dr., Hamilton Acres Lot 14
SP 21-20	1580 Oak St., Hamilton Acre Lot 35
SP 21-42	1648 N Oak St., Hamilton Acres Lot 1
SP 21-44	1597 N Persimmon Dr., Hamilton Acres Lot 37
SP 21-28	658 NE 10 th Ave., RADD
SP 21-34	111 NW 2 nd Ave., Tenant Improvement
SP 21-10	1411 NE 17th Ave, Postlewait Lot 4
SP 21-59	1449 S Larch St. Window Replacement
SP 21-55	699 1 st Ave., Mechanical TI
SP 21-73	1079 NE 15 th Ave., Hamilton Acres Lot 24
SP 21-47	189 NE 19 th Ave., Dodd's Farm Phase 1 Model Home
SP 21-58	1596 N Persimmon Dr., Hamilton Acres Lot 13

5. Signs Submitted for Plan Review March 1 – April 30, 2021:

CITY FILE #	APPLICANT	PROJECT	ADDRESS
SN 21-05	Rice Time	Wall Sign	356 1 st Ave
SP 21-57	Auto Max	Awning Sign	1004 4 th Ave



City of Canby Bi-Monthly Report Department: Police
March / April 2021

To: The Honorable Mayor Hodson and City Council
From: Chief Jorge Tro
Through: Scott Archer, City Administrator
Date: May 11, 2021

	March	April
Calls for Service Dispatched 911 and non-emergency calls	936	910
Property Crimes Reported		
Burglary	1	2
Unauthorized Use of Motor Vehicle / Unlawful entry of Motor Vehicle	1	2
Fraud	2	0
Robbery	1	0
Theft I, II, & III	9	7
Forgery	1	0
Trespass	8	2
Vandalism (Criminal Mischief)	4	4
Person Crimes Reported		
Assault I, II, IV	0	2
Carrying Concealed Weapons (knife, blade, etc.)	0	0
Disorderly Conduct (includes resisting arrest)	0	0
Endangering Welfare of a Minor/Recklessly endangering	0	0
Felon in possession of firearm/restricted weapon	0	3
Harassment, Intimidation or Threats	4	3
Identity Theft	7	1
Interfering with Peace Officer	0	0
Menacing	0	2
Sex Offenses	1	2
Strangulation	0	0
Arrests		
Warrant Arrests (and contempt of court, restraining order, parole violations)	12	13
Adult and Juvenile Custodies (includes juvenile curfew)	31	43
Drug Crimes		
Possession Controlled Substance (Cocaine, Heroin, Marijuana, Meth.)	2	6
Delivery of a Controlled Substance (Cocaine, Heroin, Marijuana, Meth.)	1	0
Manufacture Controlled Substance (Cocaine, Heroin, Marijuana, Meth.)	0	0
Traffic Crimes, Accidents, Citations		
Attempt to Elude	1	2
Driving Under the Influence of Intoxicants	14	16
Other Traffic Crimes (hit & run, driving while suspended, etc.)	18	19
Traffic Accidents	4	12
Traffic Citations	351	397

Crimes combine misdemeanor and felony offenses,
reported to State of Oregon for inclusion in the annual national FBI crime report.



City of Canby Bi-Monthly Report
Department: Public Works
For Months of: March & April 2021

To: The Honorable Mayor Hodson & City Council
From: Jerry Nelzen, Interim Public Works Director
Prepared by: Same as above
Through: Scott Archer, City Administrator
Date: 5/3/2021

Facilities

Facility Maintenance projects for City Hall’s new web camera and the Police Department new hot water heater.



Facilities	Total Hours
March	148
April	159

Streets Department

Public Works Employees working on cleaning up at the Shop Complex and Maple Street Park Ice Storm debris collection site.



March Streets	Total Hours
Street Sweeping	106
Street Sweeper Maintenance	4
Street Maintenance	203
Street Sign Maintenance	22
Street Lights	3
Tree Trimming/Removal	30
Ice Storm Debris	124
Mini Trackhoe	23
Dump Truck Usage	23
GIS Mapping	73

April Streets	Total Hours
Street Sweeping	69
Ice Storm Cleanup	14
Street Maintenance	252
Sidewalk Inspections	7
Driveway Approaches	4
Street Sign Manufacturing	5
Street Sign Maintenance	18
Tree Trimming/Removal	8.5
Street Lights	1
GIS Mapping	55.5

Sewer Collections

S Ivy Street sewer main replacement.



March Sewer	Total Hours
Sewer Cleaning	4
Sewer Maintenance/Repair	104
Sewer TV	52.5
Lift Station Maintenance	5
Locating Utilities	82
Sewer Inspections	29
Vactor Truck	20

April Sewer	Total Hours
Sewer Cleaning	10
Sewer TV	136
Sewer Laterals/Maintenance	92
Lift Station Maintenance/Ice Storm	2
Locating Utilities	21
Sewer Inspections	36
Vactor Usage	5

Storm Water

Street coring at Dodd's Farm Subdivision, this dirt will be utilized by the contractor as fill-in for the building lots.



March Stormwater	Total Hours
Catch Basins Maintenance/Repair	15
Drywell Maintenance	1
Storm Line Maintenance/Repair	60.5
Erosion Control	7

April Stormwater	Total Hours
Erosion Control	7
Storm Line Maintenance/Repair	169
Storm Line Inspections	7
Vactor Usage	18
Drying Beds	9



City of Canby Bi-Monthly Report
Department: Canby Swim Center
For Months of: January & February 2021

To: The Honorable Mayor Hodson & City Council
From: Eric Laitnen, Aquatic Program Manager
Prepared by: Same as above
Through: Scott Archer, City Administrator
Date: 5/7/2021

For March and April we continue with our modified schedule at the Swim Center. We are moving forward with of lane reservations and for four weeks we had added water exercise classes in April. When we were moved back to extreme risk we had to cancel that class due to only being able to have 6 swimmers at a time. The Canby Swim Club also had to break all the groups at the Canby Swim Center into 6 swimmers. The club also moved the older swimmer to outside. As of today we will move back to high risk for Clackamas County so the swim team can return tomorrow but we are holding off on the water exercise class until we are sure we don't need to cancel it again. Pretty much as a rule the customers are happy we continue to offer whatever we can, given whichever risk category we are moved to.

Numbers for March and April were both around 2,000 swims. I think that is pretty good with changing regulations and adding and subtracting availability due to numbers allowed during different risk levels. Revenue for the year is ok considering what we can do at the moment and really are not comparable. Although last April we were closed and now we are open so we are ahead of last April.

So it is a bit strange to announce that Canby High School starts the swimming season next week, but that is the case. I am not sure what numbers or what the meet schedule is going to be as not all pools in the Portland area are open and pool availability for many schools is uncertain. I have to say though Nathan has secured swimming time for some local high schools at the Canby Grove for North Marion and Wilsonville so they will also be able to swim this season. He has been quite a force to keep swim teams going for everyone in the area. Including clubs from Newberg, and Oregon City. He has been a great ambassador for our sport.

At the end of May we are hoping to announce a new staff member at the Canby Swim Center as we have been working very hard with city hall to fill some positions so we can get our programs up and going as soon as possible.

SUBJECT: Attendance Numbers for March 2021
DATE: May 2021

CANBY SWIM CENTER	ADMIT	ADMIT	PASS	PASS	TOTAL	TOTAL	YTD TOTAL	YTD TOTAL
March	2020	2021	2020	2021	2020	2021	19-20	20-21
MORNING LAP	13	154	112	665	125	819	2611	2975
ADULT RECREATION SWIM	12	66	146	285	158	351	3317	1122
MORNING WATER EXERCISE	14	0	155	0	169	0	3649	0
PARENT/ CHILD	64	0	0	0	64	0	916	0
MORNING PUBLIC LESSONS	80	0	0	0	80	0	3416	0
SCHOOL LESSONS	558	0	0	0	558	0	1686	0
NOON LAP	38	0	131	0	169	0	2473	0
TRIATHLON CLASS	0	0	0	0	0	0	0	0
AFTERNOON PUBLIC	44	0	0	0	44	0	2811	0
PENGUIN CLUB	0	0	112	0	112	0	1266	0
CANBY H.S. SWIM TEAM	0	0	0	0	0	0	2153	266
CANBY GATORS	0	0	257	851	257	851	5542	2701
MASTER SWIMMING	0	0	7	0	7	0	80	0
EVENING LESSONS	584	0	0	0	584	0	7616	0
EVENING LAP SWIM	10	0	17	0	27	0	772	0
EVENING PUBLIC SWIM	113	0	6	0	119	0	2419	0
EVENING WATER EXERCISE	0	0	0	0	0	0	181	0
ADULT SWIMMING	4	0	6	0	10	0	93	0
GROUPS AND RENTALS	13	14	0	0	13	14	2212	14
OUTREACH SWIMMING	0	0	0	0	0	0	477	0
TOTAL ATTENDANCE	1,547	234	949	1,801	2,496	2,035	43690	7078

SUBJECT: Attendance Numbers for April 2021
DATE: May 2021

CANBY SWIM CENTER	ADMIT	ADMIT	PASS	PASS	TOTAL	TOTAL	YTD TOTAL	YTD TOTAL
April	2020	2021	2020	2021	2020	2021	19-20	20-21
MORNING LAP	0	178	0	704	0	882	2611	3857
ADULT RECREATION SWIM	0	44	0	177	0	221	3317	1343
MORNING WATER EXERCISE	0	44	0	137	0	181	3649	181
PARENT/ CHILD	0	0	0	0	0	0	916	0
MORNING PUBLIC LESSONS	0	0	0	0	0	0	3416	0
SCHOOL LESSONS	0	0	0	0	0	0	1686	0
NOON LAP	0	0	0	0	0	0	2473	0
TRIATHLON CLASS	0	0	0	0	0	0	0	0
AFTERNOON PUBLIC	0	0	0	0	0	0	2811	0
PENGUIN CLUB	0	0	0	0	0	0	1266	0
CANBY H.S. SWIM TEAM	0	0	0	119	0	119	2153	358
CANBY GATORS	0	0	0	721	0	721	5542	3422
MASTER SWIMMING	0	0	0	0	0	0	80	0
EVENING LESSONS	0	0	0	0	0	0	7616	0
EVENING LAP SWIM	0	0	0	0	0	0	772	0
EVENING PUBLIC SWIM	0	0	0	0	0	0	2419	0
EVENING WATER EXERCISE	0	0	0	0	0	0	181	0
ADULT SWIMMING	0	0	0	0	0	0	93	0
GROUPS AND RENTALS	0	28	0	0	0	28	2212	42
OUTREACH SWIMMING	0	0	0	0	0	0	477	0
TOTAL ATTENDANCE	0	294	0	1,858	0	2,152	43690	9203



City of Canby Bi-Monthly Report
Department: Tech Services
For Months of: March & April 2021

To: The Honorable Mayor Hodson & City Council
From: Julie Blums, Finance Director
Prepared by: Valerie Kraxberger, IT Office Specialist
Through: Scott Archer, City Administrator
Date: 5/6/2021

The City of Canby Tech Services Department issued:

March 2021

58 Work Orders with 57 being completed

April 2021

56 Work Orders with 51 being completed

Some of the projects we have been working on for March and April are:

- Computer replacements in PW, WWTP, PD and Library
- Several UPS Replacements
- Dymo Labeler Software Issues
- Move PD Offices
- Budget Planning/Hardware Replacement
- Hybrid Council Meeting Planning
- 2 Staff Onboards, 1 Staff Offboard
- Watchguard Video Issues in PD
- PD Document Stamping



City of Canby Bi-Monthly Report
Department: Transit
For Months of: March & April 2021

To: The Honorable Mayor Hodson & City Council
From: Todd Wood, Transit Director
Prepared by: Same as above
Through: Scott Archer, City Administrator
Date: 5/12/2021

1) Grant Funding and Contracts:

The following grant activities have taken place:

- Monthly Elderly and Disabled transportation reports were submitted to TriMet.
- 5310 and STF applications were approved through TriMet for the amounts of \$172,000 and \$255,000 for the biennium.
- 5311 application has been submitted and approved for approximately \$596k for the biennium.
- A New State Transportation Improvement Fund application has been submitted including funding for continued Saturday service, two buses and the new City Circulator for approximately \$705k for 2022. Some of this funding is carry-over from 2021.
- Quarterly Reporting was submitted to TriMet and ODOT. Including new COVID reporting requirements.

2) Ridership:

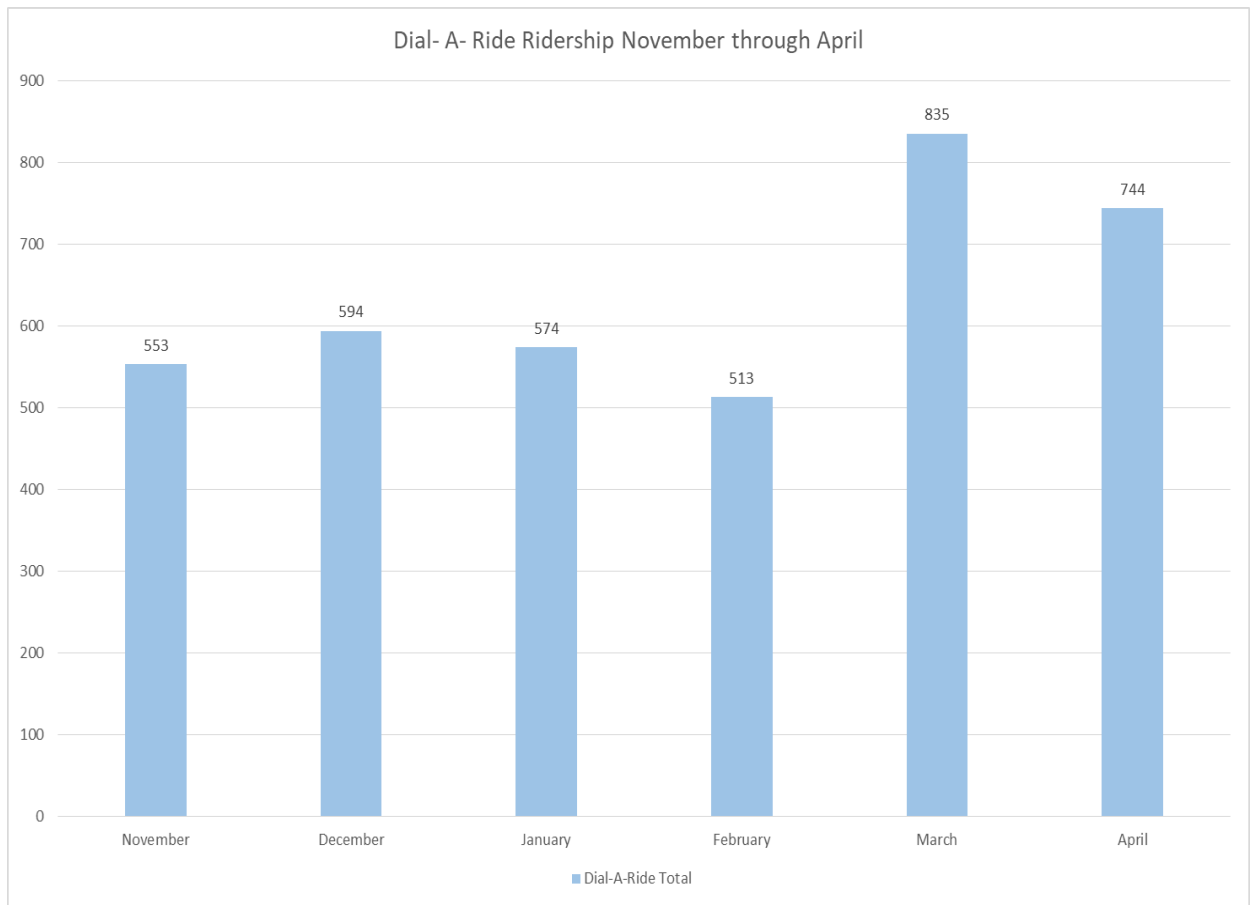
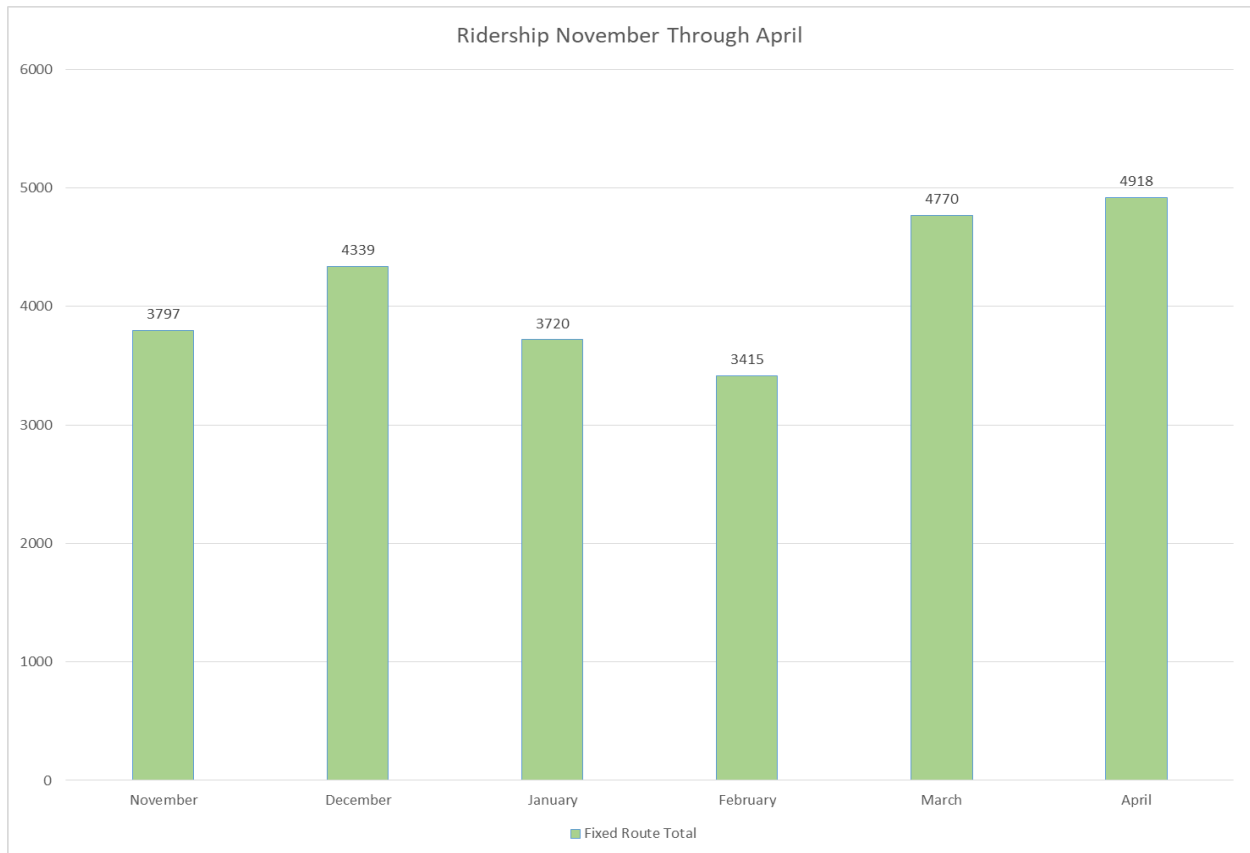
CAT has continued to operate as normal during the COVID pandemic providing critical trips for those who have no other transportation options. Additionally, fixed route has continued to carry critical workers to places of employment including hospitals, nursing homes, grocery stores etc.

Due to the fact that many businesses closed for in person and most have been social distancing, ridership took an initial steep decline. Fixed route saw an initial drop of more than 40% while Dial-A-Ride services saw an initial drop of nearly 80%.

Ridership is slowly returning and will continue to do so, however, the system will continue to see ridership well below normal for quite some time. The most recent pause has slowed recovery slightly. During the months of March and April and increase in ridership was seen due to vaccine availability and people returning to work:

March average weekday daily fixed route ridership:	196 trips
March average weekend daily fixed route ridership:	68 trips
April average weekday daily fixed route ridership:	208 trips
April average weekend daily fixed route ridership:	86 trips

March average weekday Dial-a-Ride route ridership:	34 trips
March average weekend Dial-a-Ride route ridership:	30 trips
February average weekday Dial-a-Ride route ridership:	13 trips
February average weekend Dial-a-Ride route ridership:	19 trips



3) Continued COVID-19 responses:

Due to COVID-19 transit continues to operate with following restrictions in place:

- a) The rider of the month program is suspended.
- b) All fares are suspended until further notice. All rides are free.
- c) All buses have been reduced in capacity to meet COVID social distancing guidelines.
- d) All buses are being cleaned and disinfected on a daily basis by drivers.
- e) Barriers have been installed to protect drivers.
- f) All drivers have been provided with PPE use while operating their vehicle.
- g) All passengers are required to wear masks. Masks are being provided as needed.

4) Transit Advisory Committee:

The advisory committee met on March 25, 2021 at 6:00 PM via Zoom and will meet again on May 27 at 6:00 PM via Zoom.

The advisory committee has begun to plan for the new City Circulator.

The advisory committee has gained two new members and lost one longstanding member. Matt Smith is no longer on the committee. We thank him for his many years of service. Nancy Muller and Richard Stanton have joined the committee. May will be their first meeting.

5) City Circulator Update:

Route options are being developed to present to the transit advisory board on May 27, 2021. We are estimating a start date of October 4, 2021.

6) New RFP for transit services:

RFP selection has been completed. First Transit was the successful bidder. The contract was up for first reading on May 5, 2021, and second reading on May 19, 2021. The new contractor will begin on July 1, 2021.

7) New Transit Offices:

Preliminary work on the site selection has been done and is awaiting a work session time to discuss options with the City Council.



City of Canby Bi-Monthly Report
Department: Wastewater Treatment Plant
For Months of: March & April 2021

To: The Honorable Mayor Hodson & City Council
From: Dave Conner, PW Operations Supervisor–WWTP
Prepared by: Same as above
Through: Scott Archer, City Administrator
Date: 5/9/2021

Facility Operation & Maintenance:

The water quality for the months of March and April have been good. Treatment plant is running well and all reports and DMR's were completed on time and without issue. The primary clarifier project is getting close to finish.

Plant Operators split time between process operations, daily maintenance and repairs of equipment, buildings and grounds.

Biosolids Program

- **March** Production: Belt run time = 18 days. 5 loads to Wasco landfill, 3 loads to Heard Farms, 194 wet tons.
- **April** Production: Belt run time = 18 days. 2 loads to Wasco landfill, 5 loads to Heard Farms, 179 wet tons.

Pretreatment Inspection/Reporting, FOG Program

- **March** Pump Outs: 29 Inspections: 10 fog, 2 pretreatment
- **April** Pump Outs: 19 Inspections: 3 fog, 4 pretreatment

Pretreatment activities also included monthly review of business license, reviewing environmental surveys, plan review, industrial inspection, industrial permit/compliance data review of reports and working with businesses on BMP agreements.

Daily Lab Activity

- Continued OSU Covid 19 Wastewater Study sampling.
- Weekly BOD's, E-coli, solids, NH3 and Alkalinity testing.
- Started Copper BLM and Aluminum testing along with tier I/II toxics monitoring for permit renewal.

Personnel Meetings/Training Attended

- Work site safety and city safety meeting.
- Pre-construction meeting.
- ACWA water quality meeting.