



AGENDA
CANBY CITY COUNCIL
JOINT WORK SESSION – 6:00 PM
REGULAR MEETING – 7:30 PM
EXECUTIVE SESSION – 8:00 PM
(Executive Session will not begin prior to 8:00 pm)

February 2, 2022

Virtual Meeting/Council Chambers
Council Chambers - 222 NE 2nd Avenue, 1st Floor

Register here to attend the meetings virtually:
https://us06web.zoom.us/webinar/register/WN_bwjXkI3LT_exanE6OgIrhg

The meetings can be viewed on CTV Channel 5 and YouTube:
<https://www.youtube.com/channel/UCn8dRr3QzZYXoPUEF4OTP-A>

Mayor Brian Hodson

Councilor Christopher Bangs
Councilor David Bajorin
Council President Traci Hensley

Councilor Sarah Spoon
Councilor Greg Parker
Councilor Shawn Varwig

JOINT WORK SESSION –
CITY COUNCIL & PLANNING COMMISSION – 6:00 PM

- 1. CALL TO ORDER**
- 2. DISCUSSION REGARDING TRANSPORTATION SYSTEM PLAN AND TRAFFIC WITH DKS CONSULTANTS.**
- 3. ADJOURN**

Pg. 1

REGULAR MEETING – 7:30 PM

- 1. CALL TO ORDER**
- 2. PRESENTATION OF HOMETOWN HERO AWARD**
- 3. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS:** This is an opportunity for audience members to address the City Council on items not on the agenda. Each person will be given 3 minutes to speak. 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 please email or call the Deputy City Recorder by 5:00 pm on February 2, 2022**

with your name, the topic you'd like to speak on and contact information: benhamm@canbyoregon.gov or call 503-266-0720. Once your information is received, you will be sent instructions to speak. Please note that Council will be attending this meeting virtually.

4. **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 the Minutes of the December 1, 2021 City Council Regular Meeting. Pg. 2
 - b. Reappointment of David Horrax to the Canby Utility Board for a term expiring on February 28, 2025. Pg. 5
5. **ORDINANCE**
 - a. Consider **Ordinance No. 1567**: An Ordinance authorizing the City Administrator to enter into Agreement #34634 with ODOT for 99E bus stop improvements in the City of Canby. *(Second Reading)* Pg. 7
 - b. Consider **Ordinance No. 1568**: An Ordinance Authorizing the City Administrator to Execute a Contract with Arbor Pro Tree Expert, in the Amount of \$ 67,500.00 and declaring an emergency. *(First Reading)* Pg. 33
6. **MAYOR'S BUSINESS**
7. **COUNCILOR COMMENTS & LIAISON REPORTS**
8. **CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS**
9. **CITIZEN INPUT**
10. **ACTION REVIEW**
11. **ADJOURN**

EXECUTIVE SESSION – 8:00 PM
(Executive Session will not begin prior to 8:00 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.

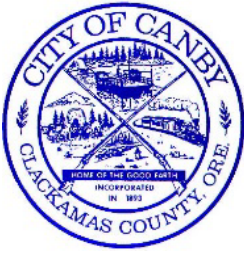
1. CALL TO ORDER

2. **EXECUTIVE SESSION:** Pursuant to ORS 192.660 (2) (h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

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.
<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: February 2, 2022

TO: Honorable Mayor Hodson and City Council

THRU: Scott Archer, City Administrator

FROM: Don Hardy, Planning Director

ITEM: Discussion regarding Transportation System Plan and Traffic with DKS Consultants

Summary

In November 2021, the Planning Commission and City Council met in a joint work session to discuss the transportation plan and receive information about traffic planning from DKS consultants. This is a continuance of discussion related to the original presentation. DKS will be covering the transportation system plan, how transportation planning works, what elements are considered, how traffic forecasts are completed for intersection operations and the use of system development charges (SDC) and other mitigation measures to address traffic issues.

**CANBY CITY COUNCIL
REGULAR MEETING
December 1, 2021**

PRESIDING: Mayor Brian Hodson

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

OTHERS PRESENT: Jason Padden, Fire Chief Jim Davis, Division Chief Matt Dale, Division Chief Matt English, Parks and Recreation Advisory Board Chair Barry Johnson.

STAFF PRESENT: Scott Archer, City Administrator; Joseph Lindsay, City Attorney/Assistant City Administrator; Melissa Bisset, HR Director/City Recorder; Maya Benham, Deputy City Recorder, Ryan Potter, Senior Planner; Jerry Nelzen, Public Works Director.

CALL TO ORDER: Mayor Hodson called the Regular Meeting to order at 7:45 pm.

PROCLAMATION: Mayor Hodson read the proclamation declaring the results of the swim levy results. YES – 2,548, NO – 1,108, Undervotes – 4, and Overvotes – 1.

CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS:

Jason Padden, Canby resident, thanked the City for fixing the Industrial Park sign.

CONSENT AGENDA:

Councilor Bangs pointed out a typo in the minutes. He asked if there were other applicants for Planning Commissioner Hieb's seat. Mayor Hodson said there were not.

****Council President Hensley moved to adopt the minutes of the October 20, 2021 City Council Regular Meeting as amended, the reappointment of James Hieb to the Planning Commission for a term to expire on December 31, 2024, and appointment of Bryan Peterson to the Transit Advisory Committee for a term to expire on March 31, 2024. Motion was seconded by Councilor Varwig and passed 6-0.**

ORDINANCE:

Ordinance 1566 – ****Council President Hensley moved to approve Ordinance 1566, AN ORDINANCE PROCLAIMING ANNEXATION INTO THE CITY OF CANBY, OREGON 42.5 ACRES OF REAL PROPERTY DESCRIBED AS A TRACT OF LAND LOCATED IN THE SOUTHWEST ONE QUARTER OF SECTION 3, THE NORTHEAST ONE QUARTER OF SECTION 4, AND THE SOUTHEAST ONE QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON ALSO IDENTIFIED AS CLACKAMAS COUNTY ASSESSORS' MAP AND TAX LOTS 41E03 02300, 41E04D 01200, AND 41E04D 01300. THIS ORDINANCE ALSO CONCURRENTLY AMENDS**

THE EXISTING COUNTY ZONING FROM EXCLUSIVE FARM USE (EFU) TO CITY LOW DENSITY RESIDENTIAL (R-1) AND MEDIUM DENSITY RESIDENTIAL (R-1.5) FOR THE ENTIRE AREA; AND SETTING THE BOUNDARIES OF THE PROPERTY TO BE INCLUDED WITHIN THE CANBY CITY LIMITS. Motion was seconded by Councilor Varwig and passed 6-0 by roll call vote.

Councilor Spoon suggested staff give the Planning Commission a staff report on the questions and concerns of the City Council about the Development Concept Plans when subdivision applications were submitted.

UNFINISHED BUSINESS: Discussion Regarding Potential Dog Park – Scott Archer, City Administrator, presented on a potential dog park at the Territorial Road site. Over the past decade, multiple ideas for a dog park in Canby had been explored; one was for a property on NE Territorial that was City-owned but outside the City limits and Urban Growth Boundary. There was a 30% design for a fenced dog park at this location that was done in 2013 and there was a master plan for the Willamette Wayside property adjacent to the site. He explained the land use actions that would need to be taken to move forward. Staff suggested a modified design to partially incorporate the dog park within the City limits and UGB for the parking lot, utilities, and structures. The current plan did not include public restrooms. He then discussed the potential funding for the project as well as maintenance and options for moving forward.

There was discussion regarding what could be built on the part in the City limits, how the majority of the site was County and would still have to go through the County process, limited uses of the property and how a dog park would be a good use, flexibility in the plan, increasing the park maintenance budget, setbacks from the river, other sites for the dog park, waiting for the Parks Master Plan to be completed or beginning the process and including it in the budget cycle while the master plan was in process, and need for a bathroom and parking at this location.

Barry Johnson, Parks and Recreation Advisory Board Chair, said the Board's recommendation was to wait until the Parks Master Plan was completed. He thought they should look at all the options and not rush it.

****Councilor Spoon moved to direct staff to start preliminary work on the dog park, but wait to implement the buildout of the park until after the Parks Master Plan had been completed. Motion was seconded by Councilor Parker and passed 4-2 with Councilors Varwig and Hensley opposed.**

NEW BUSINESS: Cancellation of December 15, 2021 City Council Meeting –

There was consensus to hold a Work Session on December 15.

MAYOR'S BUSINESS: Mayor Hodson reported on Congressman DeFazio retiring and what that might mean regarding the attempt to stop the tolling effort, Parks and Recreation Advisory Board meeting, dog park, naming of parks, bathroom upgrade at Community Park, and adding a high school board member were discussed. He asked about scheduling a Council Retreat and meeting in person for Council meetings.

There was consensus to schedule a Council Retreat and to continue meeting on Zoom for Council meetings.

COUNCILOR COMMENTS & LIAISON REPORTS: Councilor Spoon said there was an opening on the Transit Advisory Committee. Light the Night was this Friday and First Thursday Night Market was tomorrow.

Councilor Bangs asked if the Canby Community Park bathroom replacement could be put on the agenda in January.

Councilor Varwig reported on upcoming Planning Commission interviews for the two open positions. He asked Chief Davis to give a Fire District report.

Chief Davis reported on the new north side station construction, table talk exercise at the Emergency Operations Center, deployments to protect other communities, Kiwanis Toy and Food Drive, and recent tragic accidents.

CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS: Mr. Archer said the Ivy Street quiet zone construction should be done next week and the City received a grant from DLCD to do an Economic Opportunities Analysis.

CITIZEN INPUT: Jason Padden, Canby resident, said the Council did not have a strong track record of making decisions that were on point with the community. He would like the leadership to get things done.

ACTION REVIEW:

1. Approved the Consent Agenda.
2. Adopted Ordinance 1566.
3. Directed staff to move forward with preliminary work on the dog park.

****Councilor Spoon moved to go into Executive Session pursuant to ORS 192.660(2)(i) Performance Evaluation of a Public Officer. Motion was seconded by Council President Hensley and passed 6-0.**

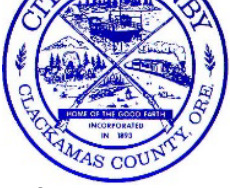
Mayor Hodson read the Executive Session announcement.

Mayor Hodson recessed the Regular Meeting at 9:57 p.m. Mayor Hodson reconvened the Regular meeting at 9:58 p.m. and immediately adjourned.

Melissa Bisset
City Recorder

Brian Hodson
Mayor

Assisted with Preparation of Minutes - Susan Wood



City Council Staff Report

DATE: February 2, 2022
TO: Honorable Mayor Hodson and City Council
THRU: Scott Archer, City Administrator
FROM: Maya Benham, Deputy City Recorder
ITEM: Canby Utility Board Appointment

Summary

David Horrax has been serving on the Canby Utility Board since April 17, 2019. It is his first term serving. The term is set to expire on February 28, 2022. The new term will expire on February 28, 2025. Mr. Horrax would like to continue to serve on the Canby Utility Board.

Background

The Canby Utility Board was established in the [City Charter Chapter X, Section 4](#). The Board has exclusive jurisdiction, control and management of the Electric Department and all of its operations and facilities. The Board is made up of five members who serve three year terms and no member may serve more than two successive terms. The Canby City Charter explains that members are appointed by the Mayor and confirmed by a majority of the Canby City Council.

Attachments

David Horrax's Application

Fiscal Impact

None.

Options

1. Appoint David Horrax to the Canby Utility Board.
2. Take no action.

Proposed Motion

This item is under the consent agenda and one motion will be made to approve the consent agenda unless this item is moved off of the consent agenda for discussion.



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

Date: February 7, 2019 Position Applying For: Utility Board Member
Name: David G Horrax Occupation: Operations Manager/Forester
Home Address: [REDACTED] Canby, OR 97013
Employer: Columbia Helicopters Inc. Position: Domestic Operations Manager
Daytime Phone: [REDACTED] Evening Phone: [REDACTED]
E-Mail Address: [REDACTED]

What are your community interests (committees, organizations, special activities)? I live adjacent to Maple st park so i have an interest in maintaining the fine parks in town. I helped the VFW on the Huey refurbishment. I'm a frequent Library user. I'd like to see the quality of life in Canby continue.

What are your major interests or concerns in the City's programs? Fiscal responsibility and operating efficiently within budgets. Serving the Public and keeping everyone safe. Reasonable power and water costs and reliability / safety are a big issue. I'm adept at listening and planning ahead for the future.

Reason for your interest in this position: I bid and manage helicopter lifting operations on power line, construction and fish habitat projects throughout the PNW, AK and Canada. I have worked in the Heli logging, power and stream world for many years so I am up on the issues.

Experience and educational background: AAS Forestry Paul Smiths College 1974, BS Forestry Univ. of Montana 1980. 43 years as a Forester / Manager at CHI handling logging, construction, and stream enhancement projects mainly in the PNW and AK.

List any other City or County positions on which you serve or have served: None. First time applicant.

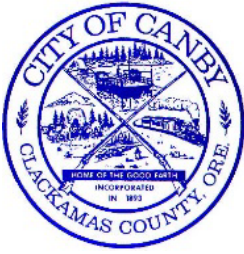
Referred by (if applicable): Bob Hill

Please return to:

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

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

Date Received: 2-7-2019 Date Appointed: 04-17-2019 Term Expires: 2.28.2022
Date Resigned: _____ Destruction Date: _____



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City Council Staff Report

DATE: February 2, 2022
TO: Honorable Mayor Hodson and City Council
THRU: Scott Archer, City Administrator
FROM: Todd M. Wood, Transit/Fleet Director
ITEM: Transit Services Contract RFP# CAT2021

Summary

In 2020 Canby Area Transit applied for and was awarded a grant to improve 10 bus stops along 99E within the City of Canby's Urban Growth Boundary. The project is tied to ODOT's project to resurface and improve the intersections along 99E. ODOT will prepare six of stops and the City will prepare four of the stops. The City will install shelters and benches at nine of the stops and a bench at one stop. The City will maintain the shelters and benches at all ten stops.

Background

Canby Area Transit owns and maintains two shelters along the CAT Route 99X. The existing shelters are at the Canby Transit Center in Canby. At the Route 99X bus stops in Oregon City and Woodburn riders enjoy the use of facilities owned and maintained by TriMet and Woodburn Transit Service. This leaves 37 unimproved bus stops on the CAT Route 99X along Highway 99E.

Bus shelters have long been a desire along the 99E corridor. The project to resurface 99E along with the availability of Federal funds represented the ideal time to add the much needed improvements to the system.

Discussion

In early 2019 the City had conversations with Robert DeVassie, ODOT Project Manager, regarding an ODOT project to resurface Highway 99E between Pine Street and Berg Parkway.

In 2020 the City applied for and was awarded 5339 Federal Grant fund in the amount of \$266,900 with a required 25% match in order to improve the 10 identified stops.

Improving Route 99X bus stops is specifically mentioned on pages 34 and 35 of Volume II: Transit Master Plan for Canby Area Transit (October 25, 2017).

The stops inside the Canby Urban Growth Boundary (CUGB) are designated as the Canby fixed-route service area and enjoy the most frequent bus service. The other stops along the Route 99X outside the CUGB are considered commuter service bus stops. The 10 stops identified in this request are highly used stops along the most congested section of the Route 99X. Improving these stops will be the first step toward improving all bus stops along the route. After evaluating the stop usage it was decided that the first stops to be improved should be the ones that have the most

frequent service, are most visible to Canby residents, and are also among the most frequently used bus stops.

This project includes engineering, permitting, property coordination, excavation, sidewalk and shelter construction and acquisition of required equipment to improve ten (10) CAT Route 99X bus stops along Highway 99E within the Canby Urban Growth Boundary. Six (6) of these bus stops are located within ODOT's 99E K18775 OR 99E Pine Street - Berg Parkway repaving project. The City has been working with Robert DeVassie, ODOT Project Manager to include the six (6) bus stop improvements in the scope of work for the repaving project. The four (4) additional stop improvements are north of the project area and within the Canby Urban Growth Boundary.

IGA# 34634 between ODOT and the city of Canby contains the agreement for ODOT to perform the above improvements on the six stops within the project area, the funding of the project for ODOT's portion and the maintenance agreement.

Attachments

Ordinance No. 1567

IGA 34634

Shelter Bid

Original Stop estimates

Fiscal Impact

The cost of the Project is as follows:

Estimated total project cost: \$375,000

Grants funds provided: \$266,900

Funds from CAT budget: \$108,100

This represents an estimate for the total project costs. The project was originally applied for in 2020 and as the planning has commenced the project has increased approximately \$35,000. The costs above reflect the estimated increases. There will be an estimate increase in annual maintenance costs of \$2000 for cleaning and repairs.

Recommendation:

Staff recommends to the Council that the City enter into IGA with the Oregon Department of Transportation Bus and Rail division to provide improvements for six bus stops along 99E in conjunction with the 99E improvement project.

Proposed Motion:

"I move to adopt **Ordinance No. 1567**: An Ordinance authorizing the city administrator to enter into agreement #34634 with ODOT for 99E bus stop improvements in the City of Canby.

ORDINANCE NO. 1567

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AGREEMENT #34634 WITH ODOT FOR 99E BUS STOP IMPROVEMENTS IN THE CITY OF CANBY.

WHEREAS, the City of Canby/Canby Area Transit (CAT) wish to add bus shelters and seating to 10 stops with 6 along 99E; and

WHEREAS, CAT received grant contract no.34228 from ODOT – Rail and Public Transit Division for \$266,900 in 5339 Capital funds to provide a portion of the funding to purchase and install 9 shelters and 10 benches with a match rate of 25%; and

WHEREAS, the estimated total cost of the project is \$375,000; and

WHEREAS, the grant funds including match and additional funds for the proposed project are included in the adopted budget for fiscal year 2021/22 for the City of Canby; and

WHEREAS, the project will work in conjunction with ODOT and the O99E project; and

WHEREAS, the IGA provides that the City of Canby will provide an initial sum of \$161,503 to begin the project; and

WHEREAS, the IGA provides that any amount which, when added to Agency's advance deposit, will equal 100 percent of actual total State costs for the Project will be paid by the City; and

WHEREAS, the City will purchase and install the shelters and benches; and

WHEREAS, ODOT will provide site and sidewalk improvements in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended; and

WHEREAS, the city agrees to take over maintenance of the shelters upon completion of the project.

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

1. The City Administrator is hereby authorized and directed to make, execute and declare in the name of the City of Canby (Canby Area Transit) and on its behalf, Intergovernmental Agreement No. 34634 with the Oregon State Department of Transportation:

- Provide the initial funding of \$161,503 for six bus stop improvements along 99E for the quoted amount of One hundred sixty one thousand, five hundred and three dollars (\$161,503).
- Provide any amount which, when added to Agency's advance deposit, will equal 100 percent of actual total State costs for the Project.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, January 19, 2022 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, February 2, 2022 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

Melissa Bisset, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 2nd of February 2, 2022 by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Melissa Bisset, CMC
City Recorder

INTERGOVERNMENTAL AGREEMENT
Funding Contribution: OR99E SW Berg Parkway (Canby)

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and the CITY OF CANBY, acting by and through its elected officials, hereinafter referred to as "Agency," each herein referred to individually as a "Party" and collectively as the "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. State is currently engaged in the "OR99E: MP 20.35 – SW Berg Pkwy" project (the "OR99E Work") Key Number 18775.
3. Agency received federal grant money to construct ten transit stops within city limits. Six of these transit stops are within the boundaries of the OR99E Work.
4. The Parties agree that folding the design, pad construction, and right of way acquisition of these six transit stops into the OR99E Work will lead to increased efficiency and cost savings.
5. The purpose of this Agreement is to set forth the terms by which Agency will pay State for State to design, construct the pads for, and acquire necessary right of way for the six transit stops within the bounds of the OR99E Work.

NOW, THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. State shall complete the design of, acquire all necessary right of way for, and construct the pads for six transit stops located in the City of Canby (the "Project"). The transit stops are set forth in more detail in the attached Exhibit A.
2. In consideration of State's work on the Project, Agency shall, upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit or irrevocable letter of credit in the amount of \$161,503. Agency shall make such payment within thirty (30) days of receipt of written request from State.

3. Upon completion of the Project and receipt from State of an itemized statement of the actual total cost of State's work on the Project, Agency shall pay any amount which, when added to Agency's advance deposit, will equal 100 percent of actual total State costs for the Project. Any portion of the advance deposit which is in excess of State's total costs will be refunded or released to Agency.
4. Agency is responsible, at its own expense, for furnishing and installation of the transit stops shelters and benches as part of the Project. Once the transit stops are constructed, Agency is responsible for all costs associated with maintenance of the transit stops.
5. Agency certifies that sufficient funds are available and authorized for expenditure to pay State for the services rendered under this Agreement.
6. The term of this Agreement begins on the date all required signatures are obtained and terminates upon completion of the Project or ten years following the date all required signatures are obtained, whichever is sooner.
7. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
8. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform work under this Agreement, including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
9. This Agreement may be terminated by mutual written consent of both Parties.
10. State may terminate this Agreement, effective upon delivery of written notice to Agency or at such later date as may be established by State, under any of the following conditions:
 - a. Agency fails to provide payment to State as set forth in this Agreement within the time specified herein or any extension thereof;
 - b. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;

- c. federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.

11. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

12. Americans with Disabilities Act Compliance:

- a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
 - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>
- b. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,

- iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- c. Maintenance obligations in this section shall survive termination of this Agreement.
13. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
14. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
15. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such

proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

16. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
17. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
18. State's Project Manager for this Project is Robert DeVassie, Project Manager, 123 NW Flanders Street, Portland, OR 97209, 503-731-4996, robert.j.devassie@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
19. Agency's Project Manager for this Project is Jerry Nelzen, Operations Supervisor, 1470 NE Territorial Road PO Box 930, Canby, OR 97013, 503-266-0759, nelzenj@canbyoregon.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.
20. Agency certifies and represents that the individuals signing this Agreement are authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, and to legally bind Agency.
21. This Agreement may be executed in several counterparts (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.
22. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or

Agency/State
Agreement No. 34634/73000-00004583

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 State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

Signature Page to Follow

Agency/State
Agreement No. 34634/73000-00004583

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #18775) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently approved by amendment to the STIP).

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CITY OF CANBY, by and through its
elected officials

By _____

Date _____

By _____

Date _____

APPROVED AS TO FORM

By _____

Date _____

Agency Contact:

Jerry Nelzen, Operations Supervisor
1470 NE Territorial Rd PO Box 930
Canby, OR 97013
503-266-0759
nelzenj@canbyoregon.gov

STATE OF OREGON, by and through
its Department of Transportation

By _____

Region 1 Manager

Date _____

APPROVAL RECOMMENDED

By _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Serena Hewitt

Assistant Attorney General

Date via email dated October 29, 2021

State Contact:

Robert DeVassie, Project Manager
123 NW Flanders Street
Portland, OR 97209
503-731-4996
robert.j.devassie@odot.state.or.us

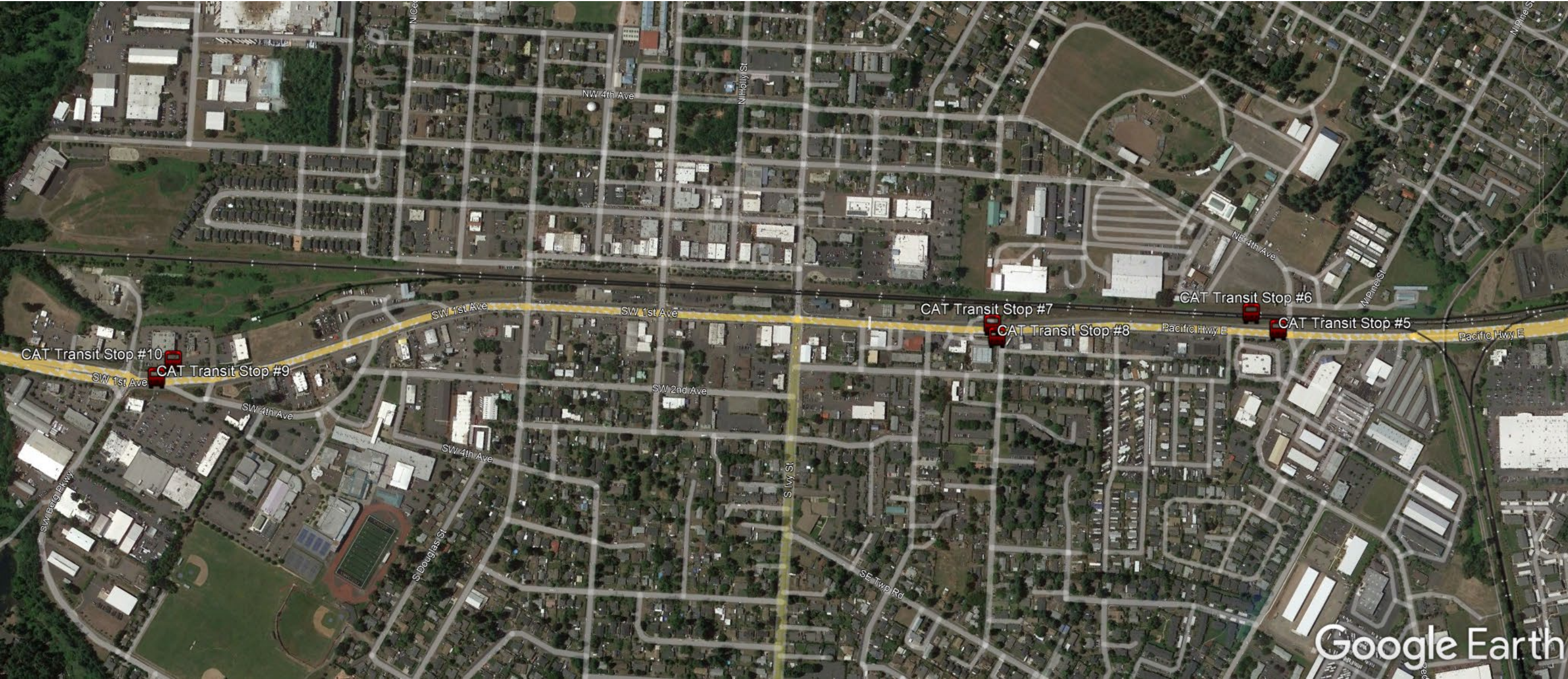


EXHIBIT A



QUOTE

Quote Number: 092920LS02
 Quote Date: September 29, 2020
 Quote Expiration: 30 Days from Quote Date
 Return to: lsweeney@brasco.com

Quoted for:

Todd Wood
 Canby Area Transit
woodt@canbyoregon.gov
 (503) 266-0751

PREPARED BY		PROJECT NAME	PAYMENT TERMS (WITH APPROVED CREDIT)	LEAD TIME	
Lauren Sweeney		Slimline Series Shelter	Net 30 Days	±16-18 Weeks from Approvals	
QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL	
9	SL-0508-F-0-AR-PC-TG	5' x 8' Slimline Series Aluminum Structure Three Sided; Full Side Walls with Open Front Clear or Dark Bronze Anodized Aluminum Finish 1/4" Clear Tempered Safety Glass Wall Panels Arched Roof with Clear, White, or Bronze Structured Polycarbonate Glazing	\$4,350	\$39,150	
Option 1	Powder Coat Finish	Powder Coat Painted Finish In Lieu of Standard Anodized Finish	\$700	Not Included	
Option 2	Solar Lighting Package	Solar Lighting Package with Solar Panel, Battery, Solar Controller, Vented Aluminum Enclosure and LED Lighting	\$1,475	Not Included	
Option 3	Display Case	Wall-Mount Aluminum Display Case in Matching Finish with Tamper-Proof Hardware for Changing Media	\$275	Not Included	
Option 4	Bench	4' Wall Mount Aluminum Bench with Backrest in Matching Finish	\$200	Not Included	
			Subtotal	\$39,150	
			Freight	Included	
			Total	\$39,150	

This is a quotation on the above products listed and is subject to the conditions noted below.

Prices are subject to change after quote expiration date. Payment terms are subject to change per Brasco's Financial Credit Approval Process. Offloading shipments is the responsibility of the customer. Please note that a forklift with 8' forks is required unless otherwise noted in writing. Structures must be anchored into concrete or as otherwise specified; all anchoring hardware is included. Structural Engineering with Stamped Drawings and Structural Calculations are an additional \$975 if required and are not included in the pricing. Installation is not included and is required. Lead time begins after all approvals including drawings, color selections, applicable deposits, etc.

Our lead times have temporarily increased due to COVID-19 Our production team is doing everything possible to return our lead times to normal. Thank you for your understanding and patience.

Signature of Acceptance*

Date

Print Name

Title

*The above prices, specifications and conditions are satisfactory and are hereby accepted. Brasco International, Inc. is authorized to proceed with the supply of products as noted. Brasco International, Inc. is a vendor and not a contractor or subcontractor. Brasco International, Inc. is not subject to any payment retainage or liquidated damages. All Brasco standard terms and conditions of sale apply.

We Thank You For Your Business



32400 Industrial Dr. Madison Heights, MI 48071 • P: (313) 393-0393 F: (313) 393-0499



QUOTE

Quote Number: 092920LS02
 Quote Date: September 29, 2020
 Quote Expiration: 30 Days from Quote Date
 Return to: lsweeney@brasco.com

Quoted for:

Todd Wood
 Canby Area Transit
woodt@canbyoregon.gov
 (503) 266-0751

PREPARED BY	PROJECT NAME	PAYMENT TERMS (WITH APPROVED CREDIT)	LEAD TIME
Lauren Sweeney	Slimline Series Shelter	Net 30 Days	±16-18 Weeks from Approvals



5' x 8' Slimline Series Aluminum Structure
 Three Sided; Full Side Walls with Open Front
 Clear or Dark Bronze Anodized Aluminum Finish
 1/4" Clear Tempered Safety Glass Wall Panels
 Arched Roof with Clear, White, or Bronze Structured Polycarbonate Glazing

32400 Industrial Dr. Madison Heights, MI 48071 • P: (313) 393-0393 F: (313) 393-0499





Brasco International, Inc. ("Brasco") Standard Terms and Conditions of Sale

The Brasco International, Inc. Standard Terms and Conditions of Sale ("Terms and Conditions") are incorporated herein by reference and form part of this agreement. This quotation shall be valid for 30 days unless otherwise withdrawn by Brasco prior to Purchaser accepting. Purchaser's issuance of either a purchase order or an acceptance shall constitute an acceptance of the Brasco Terms and Conditions. Acceptance shall be in writing. Any additional terms or modifications to the Brasco Terms and Conditions proposed by Purchaser, whether in a purchaser order or otherwise, are expressly rejected by Brasco and not part of the agreement between Brasco and Purchaser. The agreement between Brasco and the Purchaser shall be referred to herein and in the Brasco Terms and Conditions as the "Contract". This quote constitutes an offer to sell products and services on terms expressed herein and shall be construed as inviting acceptance from the Purchaser.

Terms of Payment. Notwithstanding anything contained herein, payment shall be due in accordance with the terms of Brasco's Acknowledgment ("Acknowledgment"), which will be generated upon receipt by Brasco of the Purchaser's signature on the Quote or receipt by Brasco of the Purchaser's signature on the Acknowledgment. An invoice will be generated by Brasco pursuant to the terms of payment under the Contract once Brasco has completed the Order, and the due date for the payment of balance due under the Contract shall be on the invoice.

Warranties. Components not manufactured by Brasco shall be covered by their relevant manufacturer's warranty only. Brasco Products must be installed in accordance with Brasco's installation instructions. The workmanship, design and machined components on the Products are warranted to conform to the applicable specifications and to be free from defects in workmanship and materials for the relevant period listed in Fig. 1. All warranties begin from the date of delivery (DOD). Brasco will transfer ownership and good title to the Products free and clear of liens and rights of third parties. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL IMPLIED WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.**

FIG. 1: STANDARD PRODUCT WARRANTIES FROM DATE OF DELIVERY

General Product Workmanship	1 Year
Powder Coat Finish	2 Years for Aluminum Products, 1 Year for Steel Products
Solar Panels	2 Years Per Manufacturer's Warranty
Solar Lighting Mounting Hardware	1 Year
LED Light Fixture & Engine	3 Years
Wire Harnesses and Connectors	3 Years
Solar Charge Controller	3 Years
Solar Batteries	3 Year Proration (0-12 months: 100%, 13-24 months: 50%, 25-36 months: 25% refunded / applied). Sealed lead acid batteries will self-discharge in storage. Batteries should be stored indoors at a recommended 68 degrees Fahrenheit for max. shelf life. <u>Batteries should be installed no later than 3 months of delivery or battery warranties will be void.</u>

Limited Remedies. Any warranty claims by Purchaser shall be communicated to Brasco in writing. Failure by Purchaser to give written notice of claim within the stated warranty period shall be deemed an absolute and unconditional waiver of Purchaser's warranty claim. Purchaser's sole and exclusive remedy for a valid warranty claim is either repair or replacement of the Products or a full refund of the price paid by Purchaser for the Products (which remedy shall be selected by Brasco). The remedy does not include the cost of installation, removal, dismantling, or reinstallation and is limited to replacement parts. Shipping and handling fees are not included under warranty terms and are the responsibility of the Purchaser. Purchaser will provide Brasco with access to all available warranty data and the Products. Purchaser will also provide Brasco with an opportunity to participate in root cause analysis performed by Purchaser concerning the Products. Brasco shall have no liability to the extent Products are or have been: (a) modified by Purchaser or a third party; (b) modified by Brasco at Purchaser's request; (c) made to specifications not provided by Brasco; (d) used or installed in a way not known to Brasco or operated under conditions not known to Brasco; or (e) subject to misuse, abuse or improper storage, installation or maintenance.

Payment Late Charges, Certain Remedies and Recovery of Expenses. Except as otherwise provided in the Acknowledgment, all payments are due thirty (30) days from the date of Brasco's invoice and shall be paid in United States currency. Purchaser shall pay a charge equal to the lesser of (i) the highest rate allowable by law or (ii) 1.5% per month (18% per annum) of the unpaid balance with respect to any late payments. In addition, Purchaser shall pay all costs and expenses incurred by Brasco, including actual attorney's fees, which were incurred in connection with enforcing the Contract and/or collecting any past due payments. Brasco shall have the right of setoff, the right to terminate the Contract and/or the right to suspend further deliveries under the Contract and/or other agreements with Purchaser, the right to recover damages in addition to any other remedies available to Brasco as a matter of law, in the event Purchaser fails to make any payment when due. Brasco may require full or partial payment in advance of shipment if, in Brasco's opinion, the credit or financial condition of Purchaser is, or is about to become, impaired. If Purchaser requests delayed shipment, Brasco may bill for Products when ready for shipment and charge reasonable daily storage fees. Purchaser shall not have any right of setoff against Brasco. The remedies available to Brasco for Purchaser's breach are intended to be as flexible as permissible and cumulative to the fullest extent permissible and no choice of any one or more remedies is intended to constitute an election of remedies which would limit the ability to assert other remedies.





Brasco International, Inc. ("Brasco") Standard Terms and Conditions of Sale

Limitation of Liability:

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT FOR BREACH OF OBLIGATIONS OF CONFIDENTIALITY OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THE OBLIGATIONS UNDER THIS CONTRACT. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL. NEITHER PARTY MAY BRING ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF TRANSACTIONS UNDER THE CONTRACT, MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED. EXCEPT FOR PERSONAL INJURY OR DEATH DUE TO BRASCO'S MISCONDUCT, the parties agree that the total damages that can be awarded in any claim by PURCHASER relating to BRASCO's obligations under this CONTRACT (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE), shall not exceed the combined total of amounts paid by PURCHASER to BRASCO under the CONTRACT. THE PARTIES EXPRESSLY AGREE THAT THE ABOVE LIMITATIONS ON LIABILITY PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT PURCHASER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Cancellation. A. Purchaser may cancel an order for "Convenience" via written notice to Brasco within 5 business days from the date of receipt by Brasco of the Purchaser's signature on the Quote or receipt by Brasco of the Purchaser's signature on the Acknowledgment and no cancellation fee shall be due Brasco. Cancellations of orders for reasons other than for Convenience as referred to above must be in writing and agreed to in advance by Brasco. Such cancellations are subject to a cancellation charge equal to the greater of the actual costs incurred by Brasco during the performance period or a 50% cancellation fee.

Shipping and Delivery. Brasco shall not be liable for delays or failure in performance when caused by circumstances beyond Brasco's reasonable control. If Purchaser does not provide shipping and routing instructions, Brasco shall be the sole judge of the best method of routing shipment. All sales of Products are F.O.B. Brasco's plant. Risk of loss of the Products shall transfer to Purchaser upon delivery of the Products to the common carrier.

Modifications and Delays. Brasco reserves the right to modify or change portions of this Contract should any assumptions specified be determined to be incorrect, or if new/ additional information relative to this Contract become available.

Termination by Brasco. In addition to any other rights to terminate the Contract or suspend performance under the Contract, (A) Brasco may, upon written notice to Purchaser immediately terminate all or any part of the Contract or suspend performance under the Contract, without any liability to the Purchaser and without waiving its right to damages, (a) if Purchaser (i) repudiates, breaches, or threatens to breach any of the terms of the Contract, (ii) fails to accept or threatens not to accept Products in accordance with the Contract, (iii) fails to make timely payment, or (b) upon the occurrence or threat of insolvency or bankruptcy of Purchaser; (B) Purchaser shall purchase and pay Brasco immediately for all unique raw materials, work in process and finished goods under the Contract; (C) Purchaser shall reimburse Brasco for all preparation and other expenses incurred by Brasco and/or its subcontractors in connection with the Contract and for all other losses and costs arising from the termination.

Lead Times. Lead time is the window of time necessary to complete an order, after the approvals process is complete. The approvals process includes satisfying Brasco's credit terms and written approval of Brasco's preliminary engineering drawings. Once all approvals are complete, the lead time begins, wherein detailed engineering paperwork is completed, stamped calculations are ordered, material is purchased, and the order is fabricated. For orders that endure a lengthy approvals process, lead times may shift between the time the order was placed and approved. Additionally, third party lead times and availability can directly impact Brasco's lead times, therefore Brasco shall not be liable for any damages (actual or liquidated) caused by acts outside of its control that arise from third party suppliers.

Change Orders. Design, material, finish and quantity changes by the Purchaser to an order after preliminary engineering approval drawings are provided by Brasco are subject to a Change Order fee. Fees include a minimum administrative fee of \$105.00, with relevant material cost and additional labor fees applied.

Purchaser Approvals. In accordance with the terms of this Contract, Purchaser agrees to timely execute and return to Brasco an approval of each set of drawings provided to Purchaser by Brasco including, but not limited to, Preliminary Elevation Drawings and Detailed Engineering Drawings. Failure by the Purchaser to timely execute and return to Brasco an approval of drawings provided by Brasco negatively affects lead time of the order and if same occurs, Brasco in its sole discretion shall have the unilateral right to increase the lead time to complete and deliver the order to the Purchaser or terminate the Contract.

Rejections and Returns. Purchaser will be deemed to have inspected and accepted all delivered Products unless written notice of rejection specifying the basis therefore in reasonable detail, is provided to Brasco within 10 days after delivery. Purchaser may not return Products that are not timely rejected without Brasco's prior written approval.

Taxes. A 6% Sales tax will be billed to Michigan businesses, entities and municipalities as applicable under Michigan State law. If your business is tax exempt, please provide a Sales Tax-Exempt Certificate. Sales tax will not be billed to businesses, entities and municipalities outside the jurisdiction of the State of Michigan and is the sole responsibility of said entity to pay within its respective jurisdiction where applicable.

Governing Law, Jurisdiction and Venue. The Contract shall be governed by and construed in accordance with the laws of the State of Michigan without reference to the choice of law principles thereof. Each party irrevocably submits to the jurisdiction of the Courts of the State of Michigan and the United States District Court for the Eastern District of Michigan and hereby waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

Severability. If any provision of this Agreement is or becomes illegal, void or invalid, that shall not affect the legality and validity of the other provisions.



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City of Canby
Canby Area Transit
TRANSIT STOP IMPROVEMENTS

1. Territorial Road / Highway 99E Northbound:

This existing CAT stop is located within the ODOT right-of-way, on the northbound shoulder of Highway 99E at Territorial Road. This stop will require construction of concrete flatwork to accommodate a bus turnout and the pedestrian shelter with solar power. There is adequate right-of-way available in this low density residential area to install the improvement under an ODOT permit.

The shelter will be setback from the edge of the travel surface to meet the ODOT clear zone required for 45 mph speed zone. Flat work would include a bus turnout to provide a minimum of a 12' lane outside of the fog line.



An estimated cost to install the flatwork, shelter and site restoration is estimated below:

1. Territorial Rd Hwy 99E Northbound					
	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
1	Mobilization, Ins, TPDT	All	LS	\$5,000	\$5,000
2	Common Ex/Embankment	All	LS	2,500	2,500
3	Sidewalk/Turnout	400	SF	25	10,000
4	Shelter Structure	All	LS	9,000	9,000
5	Site Restoration	All	LS	2,000	2,000
6	ODOT Permitting	All	LS	2,500	2,500
7	Engr & Contingency	25	%	7,750	7,750
				TOTAL	\$38,750

City of Canby
Canby Area Transit
TRANSIT STOP IMPROVEMENTS

2. Territorial Road / Highway 99E Southbound:

This existing CAT stop is located immediately south of the Territorial Road intersection with Highway 99E, and is adjacent to the Union Pacific Railroad. There is a depth of 30 feet from the existing fog line in the highway to the Railroad property line, which is adequate to install the shelter and meet the ODOT clear zone setback of 20 feet for a 45 mph speed zone.

This stop will require construction of concrete flatwork, a paved bus turnout, a pedestrian shelter and fencing to isolate the railroad. A railroad permit should not be required, but CAT will coordinate closely with the railroad to avoid any conflicts.



An estimated cost to install the flatwork, shelter with solar power, and site restoration is estimated below:

2. Territorial Rd Hwy 99E Southbound					
	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
1	Mobilization, Ins, TPDT	All	LS	\$5,000	\$5,000
2	Common Ex/Embankment	All	LS	2,500	2,500
3	Sidewalk/Turnout	400	SF	25	10,000
4	Shelter Structure	All	LS	9,000	9,000
5	Fencing & Restoration	All	LS	5,000	5,000
6	ODOT Permitting	All	LS	2,500	2,500
7	UP Railroad Coordination	All	LS	1,000	1,000
8	Engr & Contingency	25	%	8,750	8,750
				TOTAL	\$43,750

City of Canby

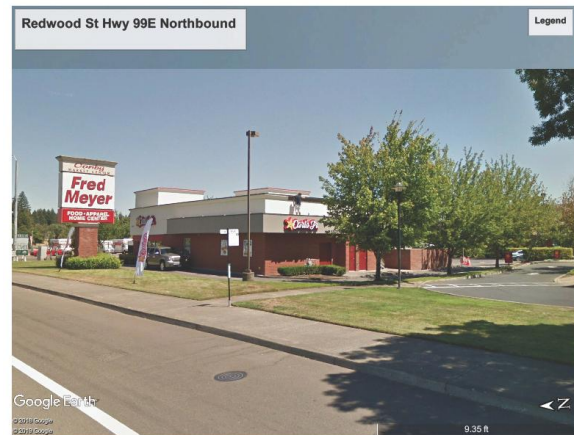
Canby Area Transit TRANSIT STOP IMPROVEMENTS

3. Redwood Street / Highway 99E Northbound:

This existing CAT stop is located at the intersection of Redwood Street/Sequoia Parkway and Highway 99E, adjacent to the Canby Market Center. This site will require coordination with the Market Center property owner to locate the shelter.

This stop has existing curb and sidewalk and is ADA assessable. The improvements will require concrete flatwork for the pedestrian shelter and only minimal additional site improvements. This shelter has an available City power supply approximately 250 feet away, so has the option of powered or solar lighting.

The shelter will be set to the back of the existing sidewalk and may require a design exception from ODOT to reduce the clear zone requirement.



An estimated cost to install the flatwork, shelter and site restoration is estimated below:

3. Redwood Street / Highway 99E Northbound					
	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
1	Mobilization, Ins, TPDT	All	LS	\$3,000	\$3,000
2	Common Excavation	All	LS	1,000	1,000
3	Sidewalk Construction	100	SF	25	2,500
4	Shelter Structure	1	EA	9,000	9,000
5	Site Restoration	All	LS	1,000	1,000
6	ODOT Permitting	All	LS	2,500	2,500
7	Property Coordination	All	LS	1,000	1,000
8	Engr & Contingency	25	%	5,000	5,000
				TOTAL	\$25,000

City of Canby
Canby Area Transit
TRANSIT STOP IMPROVEMENTS

4. Redwood Street / Highway 99E Southbound:

Similar to Pine Street and Territorial Road, This existing CAT stop is located within the ODOT right-of-way, on the southbound shoulder of Highway 99E at Redwood Street. The public right-of-way abuts the Union Pacific Railroad, with approximately 28 feet from the fog line to the railroad property line.

This stop will include construction of concrete flatwork to accommodate a bus turnout, solar powered pedestrian shelter and approximately 100 feet of sidewalk to connect to the existing intersection and railroad crossing.

There is marginally adequate right-of-way available in this low density residential area to install the improvement under an ODOT permit. The shelter will be setback from the edge of the travel surface to meet the ODOT clear zone required for 45 mph speed zone.

A design exception can be secured to install the shelter with an 18 foot clear zone to the fog line. Fencing will be installed to isolate the railroad from the shelter.



An estimated cost to install the flatwork, shelter and site restoration is estimated below:

4. Redwood Street / Hwy 99E Southbound					
	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
1	Mobilization, Ins, TPDT	All	LS	\$5,000	\$5,000
2	Common Ex/Embankment	All	LS	2,500	2,500
3	Sidewalk/Turnout	1,000	SF	20	20,000
4	Shelter Structure	All	LS	9,000	9,000
5	Fencing & Restoration	All	LS	5,000	5,000
6	ODOT Permitting	All	LS	2,500	2,500
7	UP Railroad Coordination	All	LS	1,000	1,000
8	Engr & Contingency	25	%	11,250	11,250
				TOTAL	\$56,250

City of Canby

**Canby Area Transit
TRANSIT STOP IMPROVEMENTS**

5. Pine Street / Highway 99E Northbound:

This existing CAT stop is located adjacent to a commercial area with existing accessible sidewalk and landscape improvements. The depth of the available right-of-way and landscape area will require an ODOT design exception for the shelter construction to reduce the clear zone requirement.

This stop will require ODOT permitting and coordination with the adjacent commercial property owner. The construction will include concrete flatwork behind the sidewalk to accommodate the new pedestrian shelter with solar powered lighting.



An estimated cost to install the flatwork, shelter and site restoration is estimated below:

5. Pine Street / Highway 99E Northbound					
	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
1	Mobilization, Ins, TPDT	All	LS	\$3,000	\$3,000
2	Common Excavation	All	LS	1,000	1,000
3	Sidewalk Construction	100	SF	25	2,500
4	Shelter Structure	1	EA	9,000	9,000
5	Site Restoration	All	LS	1,000	1,000
6	ODOT Permitting	All	LS	2,500	2,500
7	Property Coordination	All	LS	1,000	1,000
8	Engr & Contingency	25	%	5,000	5,000
				TOTAL	\$25,000

City of Canby
**Canby Area Transit
TRANSIT STOP IMPROVEMENTS**

6. Pine Street / Highway 99E Southbound:

Similar to the Redwood Street and the Territorial Road shelter locations, this existing CAT stop is located within the ODOT right-of-way, on the southbound shoulder of Highway 99E at Pine Street. The public right-of-way abuts the Union Pacific Railroad, with approximately 15 feet from the fog line to the railroad property line.

This stop will require construction of concrete flatwork to accommodate a bus turnout, the solar powered pedestrian shelter and approximately 120 feet of sidewalk to connect to the existing intersection and railroad crossing. This site serves the Clackamas County Event Center with heavy use during events.

The shelter will require approval from the railroad and/or a waiver of the ODOT clear zone requirement.

Fencing will be installed to isolate the railroad from the shelter.



An estimated cost to install the flatwork, shelter and site restoration is estimated below:

6. Pine Street / Hwy 99E Southbound					
	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
1	Mobilization, Ins, TPDT	All	LS	\$5,000	\$5,000
2	Common Ex/Embankment	All	LS	2,500	2,500
3	Sidewalk/Turnout	1,000	SF	20	20,000
4	Shelter Structure	All	LS	9,000	9,000
5	Fencing & Restoration	All	LS	5,000	5,000
6	ODOT Permitting	All	LS	2,500	2,500
7	UP Railroad Coordination	All	LS	1,000	1,000
8	Engr & Contingency	25	%	11,250	11,250
				TOTAL	\$56,250

City of Canby
Canby Area Transit
TRANSIT STOP IMPROVEMENTS

7. Locust Street / Highway 99E Northbound:

This stop is located adjacent to a commercial area with existing accessible sidewalk and landscape improvements. The depth of the available right-of-way and landscape area will require an ODOT design exception for the shelter construction to reduce the clear zone requirement.

This stop will require ODOT permitting and coordination with the adjacent commercial property owner. This station is intended to be designed jointly with the stop on South Locust, approximately 150 feet away. One shelter will serve both stations.

The construction will include concrete flatwork behind the sidewalk to accommodate the new pedestrian shelter with solar powered lighting.



An estimated cost to install the flatwork, shelter and site restoration is estimated below

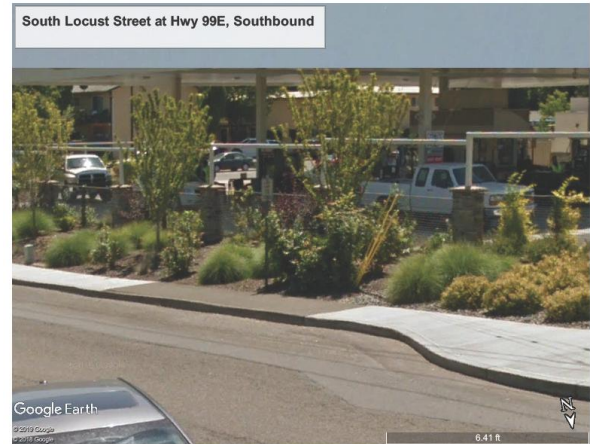
7. Locust Street / Highway 99E Northbound					
	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
1	Mobilization, Ins, TPDT	All	LS	\$3,000	\$3,000
2	Common Excavation	All	LS	1,000	1,000
3	Sidewalk Construction	100	SF	25	2,500
4	Shelter Structure	1	EA	9,000	9,000
5	Site Restoration	All	LS	1,000	1,000
6	ODOT Permitting	All	LS	2,500	2,500
7	Property Coordination	All	LS	1,000	1,000
8	Engr & Contingency	25	%	4,750	4,750
				TOTAL	\$24,750

City of Canby
Canby Area Transit
TRANSIT STOP IMPROVEMENTS

8. South Locust Street at Highway 99E:

This stop will be designed jointly with the Locust Street Highway 99E Northbound station, which is approximately 150 feet west. This location will be designed with minimal improvements, including some pedestrian seating and minimally weather protection.

This stop will require ODOT permitting and coordination with the adjacent commercial property owner. The construction will include concrete flatwork behind the sidewalk to accommodate the new pedestrian shelter with solar powered lighting. The City right-of-way width is adequate to accommodate the proposed improvement.



An estimated cost to install the flatwork, seating and site restoration is estimated below:

8. Southbound South Locust Street at Hwy 99E					
	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
1	Mobilization, Ins, TPDT	All	LS	\$3,000	\$3,000
2	Common Excavation	All	LS	1,000	1,000
3	Sidewalk Construction	100	SF	25	2,500
4	Seating Structure	1	EA	4,000	4,000
5	Site Restoration	All	LS	1,000	1,000
6	Engr & Contingency	25	%	2,875	2,875
				TOTAL	\$14,375

City of Canby
**Canby Area Transit
TRANSIT STOP IMPROVEMENTS**

9. Berg Parkway / Highway 99E Northbound:

This existing CAT stop is located adjacent to a commercial area with existing accessible sidewalk and landscape improvements. There is adequate public right-of-way to provide the required clear zone without encroaching on the adjacent property.

This stop will require ODOT permitting and coordination with the adjacent commercial property owner. The construction will include concrete flatwork behind the sidewalk to accommodate the new pedestrian shelter with solar powered lighting. The existing site is fully ADA accessible.



An estimated cost to install the flatwork, shelter and site restoration is estimated below:

9. Pine Street / Highway 99E Northbound					
	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
1	Mobilization, Ins, TPDT	All	LS	\$3,000	\$3,000
2	Common Excavation	All	LS	1,000	1,000
3	Sidewalk Construction	100	SF	25	2,500
4	Shelter Structure	1	EA	9,000	9,000
5	Site Restoration	All	LS	1,000	1,000
6	ODOT Permitting	All	LS	2,500	2,500
7	Property Coordination	All	LS	1,000	1,000
8	Engr & Contingency	25	%	4,750	4,750
				TOTAL	\$24,750

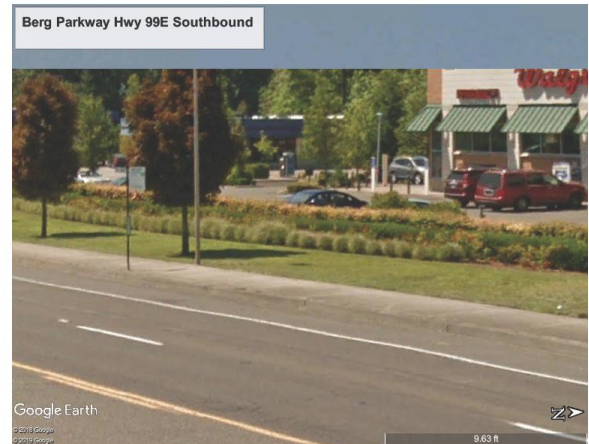
City of Canby
Canby Area Transit
TRANSIT STOP IMPROVEMENTS

10. Berg Parkway / Highway 99E Southbound:

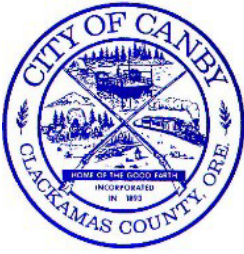
This existing CAT stop is located at the on Highway 99E along commercial property frontage. There is adequate public right-of-way to locate the shelter with the required ODOT clear zone setback from the highway.

This stop has existing curb and sidewalk and is ADA assessable from the adjoining commercial area. The improvements will require concrete flatwork for the pedestrian shelter. This shelter will include solar powered lighting.

An estimated cost to install the flatwork, shelter and site restoration is estimated below:



10. Berg Parkway / Highway 99E Southbound					
	<i>Item</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total</i>
1	Mobilization, Ins, TPDT	All	LS	\$3,000	\$3,000
2	Common Excavation	All	LS	1,000	1,000
3	Sidewalk Construction	100	SF	25	2,500
4	Shelter Structure	1	EA	9,000	9,000
5	Site Restoration	All	LS	1,000	1,000
6	ODOT Permitting	All	LS	2,500	2,500
7	Property Coordination	All	LS	1,000	1,000
8	Engr & Contingency	25	%	4,750	4,750
				TOTAL	\$24,750



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: February 2, 2022
TO: Honorable Mayor Hodson and City Council
THRU: Scott Archer, City Administrator
FROM: Jeff Snyder, Park Maintenance Lead
ITEM: Ice Storm Tree Removal Project

Summary

This staff report is to request Council approval of Ordinance No. 1568 to execute a contract with Arbor Pro Tree Experts in the amount of \$67,500.00 to remove 30 trees for the city of Canby.

Background

On February 13th 2021, the City of Canby experienced a destructive Ice Storm. It became evident that the scope of work was more than the city could manage. The City contacted FEMA, meetings were held and ground rules were established. An Arborist was contracted by the city to assess the damage. FEMA Arborists determined 30 of the 36 trees identified were eligible for removal. Two other, bids were request by the city to comply with our purchasing rules.

Discussion

The City of Canby would like to remove 4 trees from Legacy Park, 1 tree from the Swim Center, 12 trees from Wait Park, 4 trees from Community Park and 8 trees from the Canby Adult Center.

Attachments

Ordinance No. 1568, Arbor Pro Tree Experts proposal #5963.
Arbor Pro Tree Experts Proposal.

Fiscal Impact

FEMA has already committed 30 plus thousand towards the project. FEMA states if we obtain comparable quotes in excess of the 30 thousand they will honor the bid process and pay the balance.

Options

Option 1: Adopt Ordinance No. 1568 to remove storm damaged trees throughout the city
Option 2: Do not adopt Ordinance No. 1568 and not remove storm damaged tree. This option will not impact maintenance at the park.

Recommendation

Staff recommends the Council adopt Ordinance No. 1568 to utilize the FEMA monies to remove the storm damaged trees identified by the three Arborists.

Proposed Motion

"I move to pass Ordinance No. 1568, An Ordinance Authorizing the City Administrator to Execute a Contract with Arbor Pro Tree Expert, in the Amount of \$ 67,500.00 and declaring an emergency to a second reading on February 16, 2022.

ORDINANCE NO. 1568

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH ARBOR PRO TREE EXPERTS TO REMOVE 30 STORM DAMAGED TREES IN THE CITY OF CANBY; AND DECLARING AN EMERGENCY

WHEREAS, the City of Canby wishes to utilize FEMA funding sources to remove storm damaged trees;

WHEREAS, the City of Canby wishes to remove four (4) trees from Legacy Park, one (1) tree from the Swim Center, twelve (12) trees from Wait Park, four (4) trees from Community Park and eight (8) trees from the Canby Adult Center;

WHEREAS, the City of Canby is following purchasing rules in accordance with ORS Chapter 279 and Canby Public Purchasing Rules set forth in Resolution 1290;

WHEREAS, Arbor Pro Tree Experts was the apparent low bidder for the storm debris removal project in the amount of \$67,500.00 dollars proposal #5963; and

WHEREAS, the City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed this bid, reviewed the staff report and believes it to be in the best interest of the City to contract with Arbor Pro Tree Expert for storm damaged tree removal.

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

Section 1. The City Administrator is hereby authorized to make, execute and declare in the name of the City of Canby and on its behalf, an appropriate contract with Arbor Pro Tree Experts to remove 30 trees for the City of Canby for a total of \$67,500.00.

Section 2. Inasmuch as it is in the best interest safety and welfare of the citizens of Canby, Oregon, to complete this project as soon as possible, an emergency is hereby declared to exist and this ordinance shall therefore take effect immediately upon its enactment after final reading.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, February 2, 2022, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on Wednesday, February 16, 2022, commencing at the hour of 7:30 PM in the Council Meeting Chambers located at 222 NE 2nd Avenue, 1st Floor, Canby, Oregon.

Melissa Bisset
City Recorder

On second and final reading by the Canby City Council at a regular meeting thereof on the 16th day of February, 2022 by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Melissa Bisset, CMC
City Recorder



Arbor Pro Tree Experts
121 Foothills Road
Lake Oswego, OR 97034
503-473-TREE (8733)

Proposal #5963

Created: 12/10/2021

Date: 12/10/2021

From: Colin Bourgeois

Proposal For

Snyder, Jeff

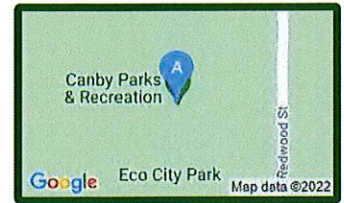
Jeff Snyder
1470 NE Territorial Rd
Canby, OR 97013

Location

1470 NE Territorial Rd
Canby, OR 97013

Customer Contact

main: 503-266-0732
mobile: 503-519-7355
snyderj@canbyoregon.gov



Terms

Due on receipt

1470 NE Territorial Rd 97013

ITEM DESCRIPTION

AMOUNT

A) Tree Removal

\$ 67,500.00

Take down 29 storm damaged trees per client provided scope of work and map, and as is described below, remove and dispose of debris and wood generated.

Grind stumps below grade ~10" and up to 3' radius around trunk, except where obstacles such as fences, pavement, rocks and underground utilities interfere. Leave grindings in place.

Tree location and species:

Legacy Park:

15" DBH Ash tree

3 Dawn Redwood trees 12", 10" and 13" DBH.

Swim Center:

20" Chestnut snag

Wait City Park:

2 Red Oaks (snag) 13", 18" DBH

Maple 26" DBH

Oak 39" DBH

Oak 44" DBH

Maple (snag) 37" DBH

Maple 26" DBH

Sweetgum 17" DBH

Oak (snag) 30" DBH

Maple (snag) 17" DBH

Community Park:

White Oak 25" DBH

Cottonwood 39" DBH

Maple 24" DBH

Cottonwood 48" DBH

Adult Center:



Arbor Pro Tree Experts

121 Foothills Road
Lake Oswego, OR 97034
503-473-TREE (8733)

Proposal #5963

Created: 12/10/2021

Date: 12/10/2021

From: Colin Bourgeois

Maple 24" DBH
Maple 18" DBH
Maple 15" DBH
Maple 19" DBH
Maple 19" DBH
Maple 20" DBH
Maple 18" DBH
Maple 23" DBH

All work will be completed in accordance with these plans and ANSI A 300 standards unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees. A 50% deposit required by work scheduled date.

SUBTOTAL	\$ 67,500.00
TOTAL	\$ 67,500.00

Signature

x

Date:

Please sign here to accept the terms and conditions

Assigned To

Office Assistant
Office: 503-473-8733
office@arborpronw.com

Sales Reps

Colin Bourgeois
colin@arborpronw.com



Terms and Conditions Workmanship

Additional Work-All work will be performed in a professional manner and all pruning will conform to ANSI A300 standards. Additional work, above and beyond what is written within this contract, will conform to ANSI A300 standards.

Insurance-ArborPro is insured for liability resulting from injury to persons or property, and Workers Compensation Insurance covers all its employees.

Permits-Permit costs are not included; customer is responsible for obtaining all necessary permits unless otherwise noted and charged. **Ownership-**The customer warrants that all trees, plant material, and property upon which work is to be performed are either owned by him/her or permission for the work has been obtained from the owner. ArborPro is to be held harmless from all claims for damages resulting from the customer's failure to obtain such permission.

ArborPro and its employees-are not responsible for property or structures we are not made aware of, have been added and or altered since estimate was performed. For example, for stump grinding to be performed, all utilities should be marked by the appropriate authorities, all garden décor, new sheds built etc. Plants, flowers under trees or near pathways may be impacted sure to limbs, logs, brush dragging etc. We will do our best to not damage other landscape under or near trees. ArborPro and its employees not liable for this damage. Failure to do so, releases Arbor Pro from possible damages incurred. ArborPro is not responsible for things like landscape wiring and irrigation lines underground. Trees being removed can be heavy and can potentially damage underground irrigation, ArborPro not liable.

Terms of Payment-On all agreements, a 50% non-refundable deposit may be assessed upon acceptance. On contracts \$10,000 or more a 20%-25% non-refundable deposit may be assessed rather than 50% if discussed with the company president prior to the contract acceptance. Balance due to ArborPro upon completion, unless otherwise noted. Payment is past due if not received by ArborPro and may be subject to a 10% late fee and interest at 1.5% per each month past due. In the event that it becomes necessary to enforce payment, client agrees to pay all collection costs incurred by ArborPro, including but not limited to attorney's fees and costs, regardless of whether or not legal action is filed with the courts.

Performance by ArborPro Tree Experts-While ArborPro will make efforts to notify the client, work crews may arrive at the job site unannounced unless otherwise noted herein. ArborPro shall attempt to meet all performance dates but shall not be liable for damages due to delays from inclement weather or others causes beyond our control.

Cancellation-Cancellation of this contract once accepted and scheduled requires written notice by mail or email within 72 hours of acceptance to address listed on the front side of this contract or to info@arborpronw.com. If work to be performed is scheduled before the 72 hours' notice is up, then that constitutes a waiver from your right to cancel; for example, an emergency job. If contract is not canceled accordingly, a \$75 or 10% cancellation fee (whichever is greater) is assessed and payable to ArborPro by the client, regardless if deposit has been received.

Emergency Jobs-Because of the dangers during emergency jobs, safety is always a first. While we will make every attempt to minimize damage, we cannot assume liability during emergency situations.





Service Charge-For refusals, reschedules, locked gates, dogs, or any other cancellation out of our control a \$75 charge may be applied (or 10% charge, whichever is greater).

Returned Check-Make checks payable to ArborPro, Inc. All dishonored checks or electronic payments will incur a \$75 administration fee, per ORS 30.701. Water Features-Water features (such as, but not limited to ponds, fountains, and pools) should be covered prior to the scheduled workday, this contract releases ArborPro from any liability resulting from uncovered water features. Sprinklers should be flagged or marked prior to date of service ArborPro not responsible for damaged sprinkler lines under stumps that are being ground and or sprinkler heads not marked prior to work being performed.

NOTE: Advanced annual pruning, pest control, fertilization, land and weed services are renewed annually until we are notified. Notification must be made via US mail.

Consumer Notification

Choose a licensed contractor, check if your contractor's licensed with the CCB at www.oregon.gov/ccb or 503-378-4621 using the contractor's license number or phone number. A license means the contractor has a surety bond and liability and property damage insurance. Licensing is not a guarantee of the contractor's work. Check the contractor's license category. Each category has different surety bond and liability insurance requirements for contractors.

Read your lien notice-The business you contract with is required by law to give you a document called 'Information Notice to Owner about Construction Liens' if the contract price is more than \$1000. You can also get a copy by contacting the CCB. Do not pay the full cost of the job in cash before work begins. Make changes to the original contract in writing, including any differences in cost and extension of completion dates.

Check out your contractor-Ask for and check references. Do not automatically accept the lowest bid. Get educated. Request a free brochure called '16 Ways to Avoid Repair, Remodeling and Construction Problems' Use the phone number or web address below.

Be smart during the project-Take your time and plan your project. Have a signed, written contract before the work is started or you pay any money. Only sign a contract when you understand all the terms.

Read your EPA pamphlet Federal Law requires contractor to distribute the pamphlet 'Protect Your Family from Lead in Your Home' to homeowners before beginning work on pre-1978 housing. You can also get a copy by calling 800-424-LEAD or visiting www.epa.gov/lead.

General Contractor-All structures (\$15,000 bond, \$500,000 insurance) General Contractor-Residential Only \$15,000 bond, \$500,000 insurance) Specialty Contractor-All structures (\$10,000 bond, \$500,000 insurance) Specialty Contractor— Residential Only (\$10,000 bond, \$300,000 insurance) Limited Contractor (\$5,000 bond, \$100,000 insurance) Inspector (\$10,000 bond, \$300,000 insurance) Licensed Developer-(\$15,000 bond, \$500,000 insurance)

If you have a complaint-You can file a claim against a licensed contractor within one year of the work being substantially completed. Keep good written records. Keep receipts, change orders, a phone conversation log, etc.

Contact the CCB: Phone: 503-378-4621 email: ccb.info@state.or.us

(Information in this brochure is not legal advice. For legal advice, consult with an attorney.)





Construction Contractors Board PO Box 14140, 700 Summer St NE Suite 300, Salem OR 97309-5052

phone: 503-378-4621 www.oregon.gov/ccb fax: 503-373-2007

Your contractor is supplying this notice to you to fulfill the requirements of ORS 701.055 enacted by the 2003 Oregon legislature.





Mark Bourgeois, President
(503) 473-8733
ISA Certified Arborist PN-1562-A
Certified Tree Risk Assessor



ArborPro
TREE EXPERTS

Colin Bourgeois, Vice President
(503) 473-8733
ISA Certified Arborist PN-8964-A
Certified Tree Risk Assessor

OCB#128102

Liability Policy# CPS7812044

Saif Policy #777945

Please only fill out if you have a removal on your proposal and ArborPro is submitting the permit!

Authorization to Apply for Tree Permit

I, _____ Title: _____
Property Owner or Designated Representative

give ArborPro, INC. or any of the company's representatives, authorization to request and sign for any necessary tree permits on our behalf.

Name: _____ Date: _____
Signature of Property Owner or
Designated Representative

Property Address

Contact email and telephone numbers

