



AGENDA
CANBY CITY COUNCIL
REGULAR MEETING – 7:30 PM

March 2, 2022

Hybrid/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_Og5sk9BiSfm_XQ5q4Zt-fQ

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

REGULAR MEETING – 7:30 PM

1. **CALL TO ORDER**
 - a. Invocation
 - b. Pledge of Allegiance
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 please email or call the Deputy City Recorder by 4:30 pm on March 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.**
3. **PRESENTATION FROM ODOT REGARDING TOLLING PROGRAM** Pg. 1
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 January 5, 2022 City Council Regular Meeting. Pg. 3
 - b. Appointment of Jennifer Driskill to the Traffic Safety Commission for a term that will expire on June 30, 2023. Pg. 7

- c. Appointment of John Molamphy to the Canby Utility Board for a term that will expire on February 28, 2025. Pg. 10

5. RESOLUTION & ORDINANCE

- a. Consider **Resolution No. 1362**, An Intergovernmental Agreement between the City of Canby and Clackamas County related to Road Maintenance and Permitting Authority of South Ivy Street. Pg. 12
- b. Consider **Ordinance No. 1569**, An Ordinance Authorizing the City Administrator to Contract with or Expend Budgeted Funds to Canby Utility for the Undergrounding of Power on S. Ivy Street to come up for a second reading on March 16, 2022. (*First Reading*) Pg. 22

6. NEW BUSINESS

- a. **Reappointments of Planning Commissioners**
- i. Appointment of Judi Jarosh to the Planning Commission for a term that will expire on December 31, 2024.
- ii. Appointment of Chris Calkins to the Planning Commission for a term that will expire on December 31, 2024. Pg. 30
- iii. Appointment of Dan Ewert to the Planning Commission for a term that will expire on December 31, 2022.

7. MAYOR'S BUSINESS

8. COUNCILOR COMMENTS & LIAISON REPORTS

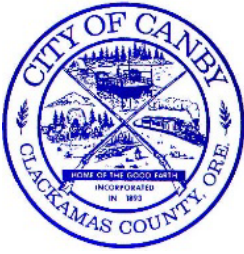
9. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

10. CITIZEN INPUT

11. ACTION REVIEW

12. ADJOURN

This meeting may be attended virtually or in person. In person attendees must comply with the State's indoor masking rule.



City of Canby

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City Council Staff Report

DATE: March 2, 2022
TO: Honorable Mayor Hodson and City Council
THRU: Scott Archer, City Administrator
FROM: Ryan Potter, AICP, Senior Planner
ITEM: Freeway Tolling Program – ODOT Presentation

Summary

City Council has invited representatives from the Oregon Department of Transportation (ODOT) to deliver a presentation on the state's Toll Program, including the I-205 Toll Project.

Background

ODOT is currently planning two freeway tolling projects in our region. One is a Portland-metro-wide system of freeway tolls (aka the Regional Mobility Pricing Project), and the other is specific to the southernmost leg of I-205 between I-5 and Oregon City. The latter project is intended to, among other goals, generate funds for a replacement of the aging Abernathy Bridge, which crosses the Willamette River near Oregon City and West Linn.

Of these two projects, the I-205 tolling project has the most potential to directly affect Canby and its surroundings due to traffic diversion. Diversion means a certain percentage of vehicle trips traveling through the metro area will be expected to use alternative routes to avoid paying tolls. ODOT's preliminary modelling for the I-205 tolling project shows that Highway 99E would absorb a substantial number of diverted trips, although mitigation measures or changes to the project could potentially offset some of these impacts.

Canby City leadership have tracked the tolling projects closely, with Mayor Hodson serving on the Clackamas County Coordinating Committee (also known as C4) and Planning Staff regularly attending Regional Partner Agency Staff (RPAS) meetings for the Toll Program.

Discussion

ODOT representatives will give a presentation to City Council on March 2, 2022 and will be available to answer questions related to the Toll Program.

Attachments

None.

Fiscal Impact

Implementation of freeway tolling in the Portland metro region would potentially result in a number of indirect fiscal impacts in Canby, including those related to transportation impacts on local roadways and the costs to upgrade those facilities where needed. However, it is unknown at this time how much local project mitigation would be required in Canby. The Toll Program is still being designed and studied at this time. Furthermore, environmental analysis currently being conducted is expected to illuminate the scale of project impacts and required mitigation.

Options

This is a discussion item only at this time; no action by Council is required.

Recommendation

Not applicable.

Proposed Motion

Not applicable.

**CANBY CITY COUNCIL
REGULAR MEETING MINUTES
January 5, 2022**

PRESIDING: Mayor Brian Hodson

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

STAFF PRESENT: Scott Archer, City Administrator; Joseph Lindsay, City Attorney/Assistant City Administrator; Melissa Bisset, HR Director/City Recorder; Maya Benham, Deputy City Recorder.

CALL TO ORDER: Mayor Hodson called the Regular Meeting to order at 7:31 p.m. in the Council Chambers.

CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS: None

CONSENT AGENDA: **Council President Hensley moved to adopt the minutes of the November 3, 2021 Joint Work Session with the Planning Commission and Regular City Council Meeting; appointments of Matthew Ellison and Dan Ewert to the Planning Commission for terms to expire on December 31, 2024; and appointment of Nick Cousin to the Planning Commission for a term to expire on December 31, 2022. Motion was seconded by Councilor Varwig.

Carol Palmer, Canby resident, discussed the Planning Commission appointments. She suggested instead of the recommended appointments, that the Council appoint Judi Jarosh to the Planning Commission due to her skills, experience, and familiarity with City processes, the code, public hearing procedures, and planning issues.

****Councilor Bangs moved to amend the motion to remove the Planning Commission appointments from the Consent Agenda. Motion was seconded by Councilor Parker. Motion passed 3-2-1 with Councilors Varwig and Hensley opposed and Councilor Spoon abstaining.**

Motion to approve the November 3, 2021 minutes passed 6-0.

****Councilor Bangs moved to appoint Judi Jarosh and Chris Calkins to the Planning Commission for terms to expire on December 31, 2024 and to appoint Dan Ewert to the Planning Commission for a term to expire on December 31, 2022. Motion was seconded by Councilor Parker.**

There was discussion regarding the appointment process and the power of the Council to appoint even if they were not the recommendations of the Mayor, Council liaison, and Planning Commission Chair.

Councilor Varwig noted that Mr. Calkins' spouse was on the Council. He thought it was a conflict of interest.

Councilor Bangs said his motion was due to applications that had come in past the deadline. Also one candidate was the employee of another candidate which might be an issue.

Council President Hensley thought the candidates in the first motion had more experience. The Mayor and Councilor Varwig were at the interviews and she thought they gave good recommendations.

****Council President Hensley moved to amend the motion to remand the interview process back to the interview committee after a Planning Commission Chair was appointed and re-interview the five candidates for the three vacant seats. Motion was seconded by Councilor Varwig and failed 2-3-1 with Councilors Bajorin, Bangs, and Parker opposed and Councilor Spoon abstaining.**

Councilor Parker said spouses had been appointed on the Commission before. He thought Mr. Calkins was more qualified than the first two candidates.

Councilor Varwig did not think there would be an employee/employer issue. He thought it was a conflict of interest to have a spouse on the Council.

Councilor Hensley said the decision should not be based on employment. Her ex-husband had served on the Commission when volunteerism was low and there were no other candidates. She thought this decision had been pre-determined.

Councilor Bangs did not think this was a pre-determined outcome. No public meeting quorum laws had been violated.

Councilor Varwig said it looked like a political game at the cost of Canby citizens.

Motion to appoint Judi Jarosh, Chris Calkins, and Dan Ewert to the Planning Commission passed 3-2-1 with Councilors Varwig and Hensley opposed and Councilor Spoon abstaining.

NEW BUSINESS: Discussion Regarding Replacement of Bathrooms at Community Park –

Councilor Bangs explained his concerns about the bathrooms which were old and small. He would like Council to direct staff to come up with a proposal to rebuild the restrooms to modern standards and expand the number of toilets and sinks.

Mayor Hodson listed information he would like to know including what it would take from a design standpoint to replace the bathroom, potential costs, if there was a facilities replacement plan, and if it was a fix and repair or add another bathroom to the park.

Councilor Parker wanted to know the cost for a septic system and for direct plumbing. Inflation was increasing and it would be best to begin the project this fiscal year.

Council President Hensley said because of the high work load of Parks and Public Works, she would like to see a realistic timeline for the project.

Councilor Spoon thought the facility was substandard and that they should get an estimate and proposal and that the work should be done sooner rather than later.

Councilor Bajorin thought this should be a high priority project.

There was consensus for staff to look into a replacement of the bathrooms, if there was a replacement plan for City facilities, and options of septic and direct plumbing.

Councilor Varwig wanted to know the repair costs for the bathrooms as well as replacement costs.

Councilor Bangs shared pictures of the bathrooms in their current condition.

FUTURE AGENDA ITEM FOLLOW UP: Council Retreat – The Council decided to respond to a Doodle Poll by the end of Monday at 5:00 p.m. for the following three dates: February 11, March 26, and April 9, 2022, for the Council Retreat.

There was discussion regarding the timing of the Parks Master Plan including preliminary findings and public input.

MAYOR BUSINESS: Mayor Hodson was working with ODOT to do a tolling presentation to the Council. He thought they should discuss mitigation for Canby at that time as well.

COUNCILOR COMMENTS & LIAISON REPORTS: Councilor Bangs reported on the School Board who discussed quarantining for students who had Covid, changing school start times, demolition of an outbuilding at the high school, and upgrades to the elementary schools.

Councilor Spoon discussed the arch project and Canby Area Transit communication during the recent snow storm.

Councilor Parker thanked outgoing Executive Director of the Chamber of Commerce for his work.

Councilor Bajorin said Canby Utility was working on improving communications.

CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS: Scott Archer, City Administrator, reported on the Walnut Street extension right-of-way acquisitions and final design process, arch installation and quiet zone to be completed in March, pickleball courts and gazebo at Maple Street Park, and Parks Master Plan public meeting.

CITIZEN INPUT: Jason Padden, Canby resident, asked if Don Hardy, Planning Director, was involved in the interviews for the Planning Commission.

Mayor Hodson said no, he was not.

Mr. Padden thought the interviews should have been done with Mr. Hardy and a representative from the Planning Commission. He discussed the lack of proper process when he was

interviewed and how the process should have been followed from the beginning for these interviews.

Mayor Hodson explained Mr. Hardy was not available and the Planning Commission Chair had resigned. There were only four Planning Commissioners, and the process needed to move forward so there was a full Commission for upcoming agenda items.

ACTION REVIEW:

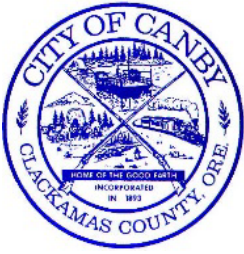
1. Approved the Consent Agenda.
2. Appointed Judi Jarosh, Chris Calkins, and Dan Ewert to the Planning Commission.

The meeting was adjourned at 9:09 p.m.

Melissa Bisset
City Recorder

Brian Hodson
Mayor

Assisted with Preparation of Minutes - Susan Wood



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City Council Staff Report

DATE: March 2, 2022
TO: Honorable Mayor Hodson and City Council
THRU: Scott Archer, City Administrator
FROM: Maya Benham, Deputy City Recorder
ITEM: Traffic Safety Commission Appointment

Summary

Janet Bailey resigned from the [Traffic Safety Commission](#) creating a vacancy. A Traffic Safety Commission position was recently advertised and two applications were received and interviews were conducted. One of those applicants was appointed on February 16th, Eric Van Zandt.

Background

The Traffic Safety Commission was established through Resolution No. 567 and amended through [Resolution No. 846](#). The Traffic Safety Commission has several duties including acting in an advisory capacity to the City Council in the coordination of traffic safety activities. The Commission is made up of seven members who serve three year terms. Resolution No. 846 explains that members are to be appointed by the City Council upon recommendation of the Commission Chair and Council liaison.

Discussion

Janet Bailey resigned in February. Her term was set to expire on June 30, 2023. Chris Wadsworth had also recently resigned and interviews had taken place with two candidates on February 8th. One of those applicants was appointed on February 16th, Eric Van Zandt. Council Liaison to the Traffic Safety Commission Traci Hensley and Chair Bob Cambra recommend appointing the other recent candidate Jennifer Driskill to the Traffic Safety Commission.

Attachments

Jennifer Driskill application.

Fiscal Impact

None.

Recommendation

The Council Liaison and Commission Chair recommend that Jennifer Driskill be appointed to the Traffic Safety Commission.

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: 2/3/2022 Position Applying For: Traffic Safety Commission

Name: Jennifer Driskill Occupation: Analyst

Home Address: [REDACTED]

Employer: _____ Position: _____

Daytime Phone: [REDACTED] Evening Phone: [REDACTED]

E-Mail Address: [REDACTED]

What are your community interests (committees, organizations, special activities)? _____
Still evolving! Moved in 2017, remodeled home, had our first child, 18 mo later COVID hit. As such have not had enough opportunity to get truly involved yet. Long term, I would like to be experienced enough to serve on the Planning Commission.

What are your major interests or concerns in the City's programs? _____
Safe school routes, general pedestrian safety, addressing and planning for residential parking needs as home and rental prices keep rising, doing what we can to minimize negative impacts to community as traffic on 99 increases.

Reason for your interest in this position: Had an opportunity to work with TSC and Public Works on issues in my own neighborhood and would like to engage on initiatives affecting other areas of town as well.

Experience and educational background: BS in Business Administration

List any other City or County positions on which you serve or have served: N/A

Referred by (if applicable): Traffic Safety Commission

Please return to:

***City of Canby - Attn: Deputy City Recorder
PO Box 930, 222 NE 2nd Avenue, Canby, OR 97013
Phone: 503.266.0720 Fax: 503.266.7961 Email: benhamm@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. 12/2021

Date Received: 02/04/2022 Date Appointed: _____ Term Expires: _____
Date Resigned: _____ Destruction Date: _____



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City Council Staff Report

DATE: March 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

Todd Wagner has served two successive terms on the Canby Utility Board and therefore is no longer eligible for another successive term. This results in a vacancy on the Canby Utility Board effective February 28, 2022. The Canby Utility Board position was advertised, one application was received and an interview was conducted.

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.

Discussion

Council Liaison to the Canby Utility Board and Chair Melody Thompson recommend appointing candidate John Molamphy to the Canby Utility Board for a term that will expire on February 28, 2025.

Attachments

John Molamphy's Application

Fiscal Impact

None.

Options

1. Appoint John Molamphy 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: 01/20/2022 Position Applying For: Canby Utility Board

Name: JOHN MOLAMPHY Occupation: Retired

Home Address: [REDACTED]

Employer: _____ Position: V P Operations

Daytime Phone: [REDACTED] Evening Phone: [REDACTED]

E-Mail Address: [REDACTED]

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

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

Reason for your interest in this position: Provide service to the community.

Experience and educational background: 40 plus years in the utility industry. Past m

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

Canby Planning commission

Referred by (if applicable): Past committee chair person

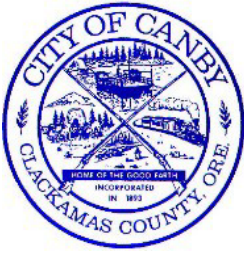
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Date Received: 01/20/2022 Date Appointed: _____ Term Expires: _____

Date Resigned: _____ Destruction Date: _____



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City Council Staff Report

DATE: March 2, 2022
TO: Honorable Mayor Hodson and City Council
THRU: Scott Archer, City Administrator
FROM: Jerry Nelzen, Public Works Director
ITEM: Intergovernmental Agreement between the City of Canby and Clackamas County related to Road Maintenance and Permitting Authority of South Ivy Street

Summary

City of Canby to assume responsibility for Road Authority activities and permitting authority for the portion of S Ivy Street, between S 13th Avenue to Highway 99E (mile point 7.93), subject to the Agreement (IGA), and will totally transfer to the City once annexed into the City's boundary.

Background

City of Canby's underground power projects are proceeding along S Ivy Street, North of 13th Avenue to the City's portion of S Ivy Street, between S 13th Avenue to Highway 99E. In order to serve this area with underground power, the City will need maintenance responsibility to underground the power utilities. South Ivy Street is currently under the jurisdiction of Clackamas County and transfer will not occur until the property is annexed to the City, and certain improvements are made along S Ivy Street.

To facilitate the undergrounding of the utilities, the City and County agree it is in the best interest of the City to assume primary responsibility for maintenance and permitting of a portion of S Ivy Street, from 13th Avenue to Highway 99E.

Attachments

- Resolution No. 1362
- Ivy IGA Exhibit A

Recommendation

Staff recommends the Council adopt Resolution No. 1362.

Proposed Motion

I move to approve Resolution No. 1362, A Resolution Authorizing an Intergovernmental Agreement between the City of Canby and Clackamas County related to road maintenance and permitting authority of a portion of S Ivy Street between 13th Avenue to the right-of-way line of Highway 99 E.

RESOLUTION NO. 1362

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CANBY AND CLACKAMAS COUNTY RELATED TO ROAD MAINTENANCE AND PERMITTING AUTHORITY OF SOUTH IVY STREET

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, S. Ivy Street is a County Road, as defined in ORS 368.001, lying inside and outside, but adjacent to, the boundaries of the City of Canby;

WHEREAS, the Parties agree that the City is best suited to assume primary responsibility for maintenance and permitting of S. Ivy St., approximately 243,150 square feet in area, as more particularly depicted on Exhibit “A” which is attached hereto and incorporated herein (“Ivy.”);

WHEREAS, transfer of responsibility with regards to S. Ivy 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 S. Ivy Street, which primarily serves the residents of the City;

WHEREAS, the Parties acknowledge that jurisdiction of Ivy should transfer to the City pursuant to the terms of that intergovernmental agreement between the City and the County related to the South Ivy Street Sidewalk Improvement Project that became effective on January 24, 2019, and that this Agreement will no longer be necessary once jurisdiction over Ivy has been transferred; and

WHEREAS, it is the intent of the Parties that the County transfer as much of its responsibility under ORS 368 with regards to S. Ivy Street as may be allowed under state law in order to grant the City control of S. Ivy Street prior to the annexation and jurisdictional transfer of S. Ivy Street.

NOW, THEREFORE, BE IT RESOLVED by the Canby City Council, as follows:

The City agrees to assume responsibility for Road Authority activities (as outlined in Section 3) for S. Ivy Street and shall be surrendered to the City pursuant to the terms and conditions of the Agreement. The portion of S. Ivy Street subject to the Agreement is approximately 243,150 square feet in area, as more particularly depicted and specifically described in Exhibit “A”. The City agrees to assume responsibility from the date that the County concludes its hearing and decision on the matter by approval of the INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CANBY AND CLACKAMAS COUNTY RELATED TO ROAD MAINTENANCE AND PERMITTING AUTHORITY OF S. IVY STREET BETWEEN 13TH AVENUE AND 99E, Exhibit “A”.

This resolution will take effect on March 2, 2022.

ADOPTED this 2nd day of March 2022 by the Canby City Council.

Brian Hodson
Mayor

ATTEST:

Melissa Bisset
City Recorder

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CANBY AND
CLACKAMAS COUNTY RELATED TO ROAD MAINTENANCE AND PERMITTING
AUTHORITY OF SOUTH IVY STREET**

This agreement (the “Agreement”) is made on the date all required signatures have been obtained, between the City of Canby (“CITY”), a political subdivision 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, including the authority to perform as the “Road Authority” related to maintenance and permitting responsibilities for roads;

WHEREAS, S. Ivy St. is a County Road, as defined in ORS 368.001, lying inside of the boundaries of the City;

WHEREAS, the Parties agree that the City is best suited to assume primary responsibility for maintenance and permitting of S. Ivy St., approximately 243,150 square feet in area, as more particularly depicted on Exhibit “A” which is attached hereto and incorporated herein (“Ivy.”);

WHEREAS, transfer of responsibility with regards to Ivy 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 Ivy, which primarily serves the residents of the City;

WHEREAS, the Parties acknowledge that jurisdiction of Ivy should transfer to the City pursuant to the terms of that intergovernmental agreement between the City and the County related to the South Ivy Street Sidewalk Improvement Project that became effective on January 24, 2019, and that this Agreement will no longer be necessary once jurisdiction over Ivy has been transferred; and

WHEREAS, it is the intent of the Parties that the County transfer as much of its responsibility under ORS 368 with regards to Ivy as may be allowed under state law in order to grant the City control of Ivy prior to the annexation and jurisdictional transfer of Ivy.

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 Ivy pursuant to ORS 368 and/or ORS 373.
2. **Transfer of Authority.**
 - A. Responsibility for Road Authority activities (as outlined in Section 3) for Ivy shall be surrendered to the City pursuant to the terms and conditions of this Agreement. The portion of Ivy subject to this Agreement is approximately 243,150 square feet in area, as more particularly depicted on Exhibit “A” and more specifically described as follows:

All that portion of S Canby-Marquam Highway, Market Road No. 10, Department of Transportation and Development maintenance No. 61012; Situated in Section 04, T. 4S., R. 1E., W.M. and Section 33, T. 3S., R. 1E., W.M., as depicted on Exhibit A, attached hereto, lying North of the Southerly right of way line of SW 13th Avenue (mile point 7.17), and South of the Southerly right of way line of Highway 99E (mile point 7.93) being a total of approximately 3,875 feet long, varying in width.

Containing 243,150 square feet, more or less.
 - 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 Ivy, as described herein.
 - C. The City shall be solely responsible for all costs associated with the Road Authority activities assumed by the City through this Agreement.
 - D. Notwithstanding anything in this Agreement to the contrary, the Parties intend that the County will retain the right to acquire right of way in connection with the South Ivy Street Sidewalk Improvement Project, as described in that intergovernmental agreement between the Parties that became effective on January 24, 2019.
3. **Road Authority Obligations.** For purposes of this Agreement, the Road Authority activities include, but are not necessarily limited to, the following:
 - A. Construction and reconstruction;
 - 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 including signals, street lights and roadside barriers;
 - D. Timely elimination or mitigation of known hazards to the road users;
 - E. Issuance of permits for work or the establishment of roadway standards on Ivy; and
 - F. All other responsibilities the County may have under ORS 368 with regards to Ivy which may be assumed by the City under state law.

4. **Maintenance Standard.** Any maintenance on Ivy 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. **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 may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source.
 - D. 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.
 - E. 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.
 - F. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
6. **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.

7. General Provisions

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. County, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- 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 six 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 limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws 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 this Agreement. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. This Parties specifically agree that this Agreement shall be interpreted consistent with the provisions contained in that intergovernmental agreement between the City and the County related to the South Ivy Street Sidewalk Improvement Project that became effective on January 24, 2019. 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.** City and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- 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. **Force Majeure.** Neither City nor County shall be held responsible for delay or default caused by events outside of the City or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. Each Party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- N. **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.
- O. **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

Date

Recording Secretary

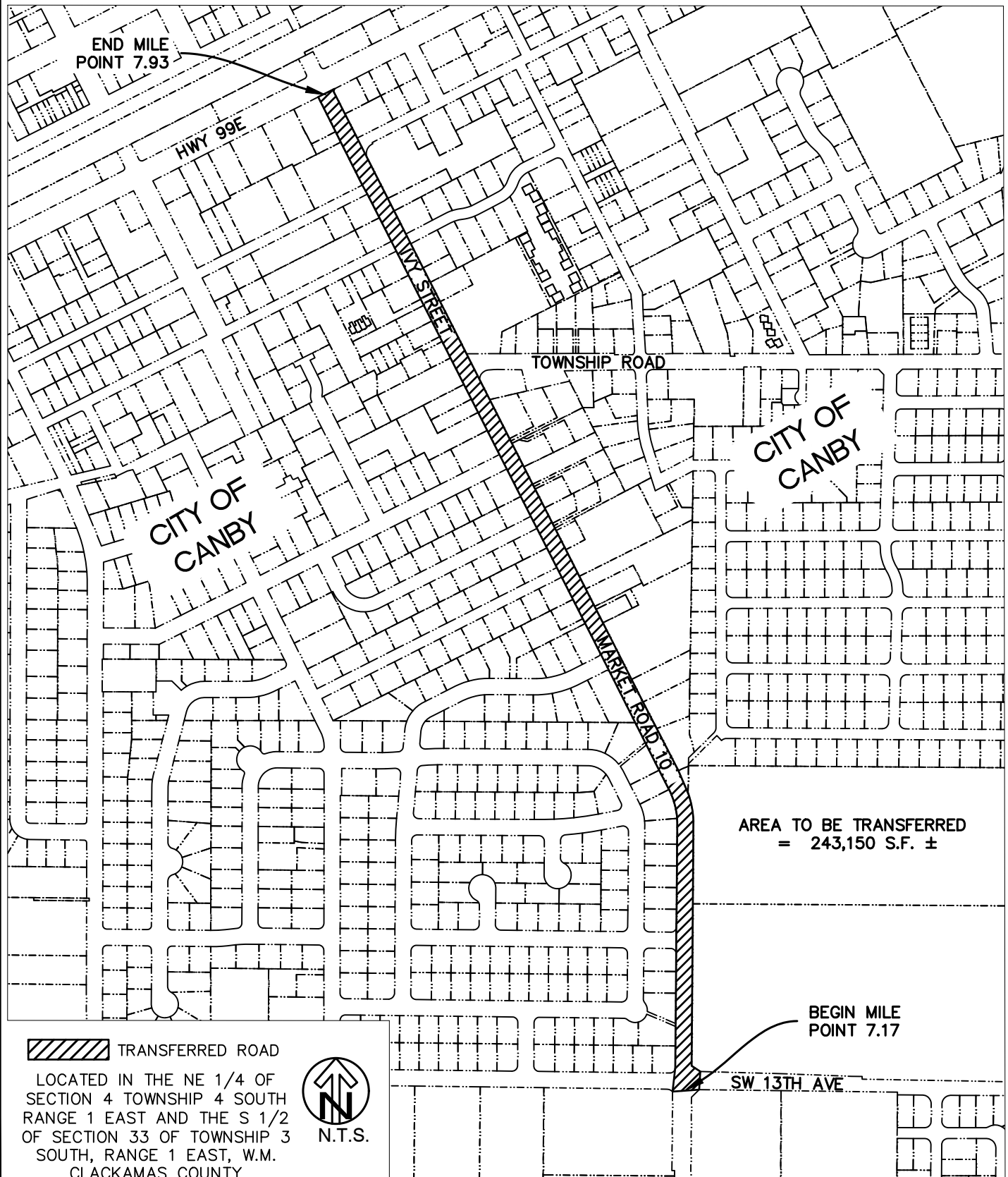
CITY OF CANBY

Mayor

Date

Recording Secretary

EXHIBIT "A"



DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



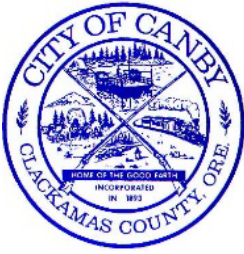
BY: M.BAYS

DATE: 1/14/2022

TRANSFER OF ROAD AUTHORITY
IVY STREET
MARKET ROAD NO. 10

SHEET

1 OF 1



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: March 2, 2021
TO: Honorable Mayor Hodson and City Council
THRU: Scott Archer, City Administrator
FROM: Jerry Nelzen, Public Works Director
ITEM: Undergrounding Utilities on S Ivy Street

Summary

City Council directed City Staff to proceed in working with Canby Utility Board (CUB) and Clackamas County to underground electric utilities on the S Ivy Street Improvement project. Since this time, staff has met with and developed an agreement with CUB that would accomplish this directive. CUB has offered to underground the power utilities with a not-to-exceed cost estimate of \$400,000. Additionally, the estimate includes the credit of \$310,000 from CUB. The credit is an allowance from CUB in place of relocating the power lines. The decision to underground utilities versus moving powerlines was previously discussed at a City Council Work Session.

Background

There has been an ongoing discussion about whether or not the City has funding to underground the power on S Ivy Street from HWY 99E to approximately Canby Sign & Graphics. The City Council wanted to know what options the City has to fund this project and what the impacts would be on other street capital projects. After reviewing Canby Utilities cost estimate the City can fund this project.

Discussion

The City Council will review the CUB cost estimates which will be put into three phases. The S Ivy Street project is a partnership between CUB and the City of Canby to underground utilities. There are sufficient fund balance reserves to pay for the undergrounding.

Attachments

- Canby Utility cost estimates broken into phases.
- Map of S Ivy Street detailing where the undergrounding of power will be.

Fiscal Impact

- Approximately \$400,000

Options

1. City Council can approve Ordinance No. 1569.
2. Direct City Staff to provide more information on the S. Ivy Street project.

Recommendation

Staff recommends City Council approve Ordinance No. 1569.

Proposed Motion

I move to pass Ordinance No. 1569, An Ordinance Authorizing the City Administrator to Contract with or Expend budgeted funds to Canby Utility for the Underground of Power on S Ivy Street to come up for second reading on March 16, 2022.

ORDINANCE NO. 1569

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO CONTRACT WITH OR EXPEND BUDGETED FUNDS TO CANBY UTILITY FOR THE UNDERGROUNDING OF POWER ON S IVY STREET.

WHEREAS, the City of Canby wishes to underground the overhead power lines on S Ivy Street between Highway 99e and 1000 S Ivy Street;

WHEREAS, the City of Canby wishes to share costs with Canby Utility in the desired undergrounding of power lines on S Ivy Street;

WHEREAS, the City of Canby currently has a not to exceed price for the three phases of the project provided by Canby Utility in the estimated amount of \$391,030.46;

WHEREAS, the City of Canby has budgeted for this project in the adopted 2021/22 budget in the amount of \$693,000; and

WHEREAS, the City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed this price estimate, reviewed the staff report and believes it to be in the best interest of the City to partner with Canby Utility to underground the power lines on S Ivy Street.

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 Canby Utility or to otherwise expend adopted 2021/22 budgeted funds to share the costs of undergrounding the Power lines on S Ivy Street between Highway 99 E and 1000 S Ivy Street.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, March 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, March 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 March, 2022 by the following vote:

YEAS_____

NAYS_____

Brian Hodson
Mayor

ATTEST:

Melissa Bisset, CMC
City Recorder

| | |
|--|------------------------|
| CANBY UTILITY ELECTRIC PROJECT CHARGE NOTICE | |
| February 8, 2022 | W/O# 2022-12137 |
| Customer Name: City of Canby- Ivy St Improvements Phase 1 | |
| Project Address: 181 S. Ivy St, Canby OR 97013 | |

Please Present This Form with Your Payment


Canby Utility (CU) is an independent subdivision of the City of Canby that provides electric and water service to customers within the city. Pursuant to CU Board Resolution No. 227, commercial and industrial electric project charges are to be determined on a case-by-case basis. As a non-profit municipal government, CU's project charge is based on materials, equipment, and labor costs provided to the project. Based on the project information provided to CU, we have estimated the charges for the electric project below.

You are required to pay the minimum amount due prior to the start of construction on this project. The remaining balance of actual costs will be due upon completion of the project and reconciliation by Canby Utility of all materials, equipment, and labor costs provided to the project.

| | |
|--|---------------------|
| Electric Project Estimate | \$ 47,792.17 |
| Canby Utility Project Allowance | \$ 21,700.00 |
| Estimated Total Project Cost | \$ 26,092.17 |
| Minimum Amount Due Prior To Project Start | \$ 26,092.17 |

The electric project estimate quoted above is to provide a cost at the time of design and shall not be considered a final cost. After reconciliation of all costs to Canby Utility for the completion of the project, Canby Utility will provide a total cost invoice to the developer. Canby Utility will provide and install all materials in a customer provided trench. Please refer to the accompanying scope of work for details. Any easements that CU deems necessary for the project to allow CU to operate the municipal electric system safely and effectively must be recorded and provided to CU at no charge.

Additional Terms: Contractor is responsible for excavation/trenching.

| | | | | | | | |
|---|--|------------|----------|--------------------------|-------------|--------|-----|
|  | Canby Utility Board 1265 SE 3 rd Ave Canby Oregon, 97013 P:503-266-1156 Fax: 503-263-8621 https://www.canbyutility.org | | | Project Name Here | | | |
| | Reviewed By | ENG/DRN by | DATE | W/O No. | DRAWING No. | SHEETS | REV |
| | | J.Muravez | 2-8-2022 | 2022-12137 | | 1 OF 1 | 1 |

| | |
|---|------------------------|
| CANBY UTILITY ELECTRIC PROJECT CHARGE NOTICE | |
| February 14, 2022 | W/O# 2022-12141 |
| Customer Name: City of Canby-Ivy St Improvements Phase 2 | |
| Project Address: S Ivy St, Canby OR 97013 | |

Please Present This Form with Your Payment


Canby Utility (CU) is an independent subdivision of the City of Canby that provides electric and water service to customers within the city. Pursuant to CU Board Resolution No. 227, commercial and industrial electric project charges are to be determined on a case-by-case basis. As a non-profit municipal government, CU's project charge is based on materials, equipment, and labor costs provided to the project. Based on the project information provided to CU, we have estimated the charges for the electric project below.

You are required to pay the minimum amount due prior to the start of construction on this project. The remaining balance of actual costs will be due upon completion of the project and reconciliation by Canby Utility of all materials, equipment, and labor costs provided to the project.

| | |
|--|----------------------|
| Electric Project Estimate | \$ 259,706.32 |
| Canby Utility Project Allowance | \$ 114,700.00 |
| Estimated Total Project Cost | \$ 145,006.32 |
| Minimum Amount Due Prior To Project Start | \$ 145,006.32 |

The electric project estimate quoted above is to provide a cost at the time of design and shall not be considered a final cost. After reconciliation of all costs to Canby Utility for the completion of the project, Canby Utility will provide a total cost invoice to the developer. Canby Utility will provide and install all materials in a customer provided trench. Please refer to the accompanying scope of work for details. Any easements that CU deems necessary for the project to allow CU to operate the municipal electric system safely and effectively must be recorded and provided to CU at no charge.

Additional Terms: Contractor is responsible for excavation/trenching.

| | | | | | | | |
|---|--|------------|-----------|--------------------------|-------------|--------|-----|
|  | Canby Utility Board 1265 SE 3 rd Ave Canby Oregon, 97013 P:503-266-1156 Fax: 503-263-8621 https://www.canbyutility.org | | | Project Name Here | | | |
| | Reviewed By | ENG/DRN by | DATE | W/O No. | DRAWING No. | SHEETS | REV |
| | | J.Muravez | 2-14-2022 | 2022-12141 | | 1 OF 1 | 1 |

| | |
|---|------------------------|
| CANBY UTILITY ELECTRIC PROJECT CHARGE NOTICE | |
| February 14, 2022 | W/O# 2022-12142 |
| Customer Name: City of Canby-Ivy St Improvements Phase 3 | |
| Project Address: S Ivy St, Canby OR 97013 | |

Please Present This Form with Your Payment


Canby Utility (CU) is an independent subdivision of the City of Canby that provides electric and water service to customers within the city. Pursuant to CU Board Resolution No. 227, commercial and industrial electric project charges are to be determined on a case-by-case basis. As a non-profit municipal government, CU's project charge is based on materials, equipment, and labor costs provided to the project. Based on the project information provided to CU, we have estimated the charges for the electric project below.

You are required to pay the minimum amount due prior to the start of construction on this project. The remaining balance of actual costs will be due upon completion of the project and reconciliation by Canby Utility of all materials, equipment, and labor costs provided to the project.

| | |
|--|----------------------|
| Electric Project Estimate | \$ 393,531.97 |
| Canby Utility Project Allowance | \$ 173,600.00 |
| Estimated Total Project Cost | \$ 219,931.97 |
| Minimum Amount Due Prior To Project Start | \$ 219,931.97 |

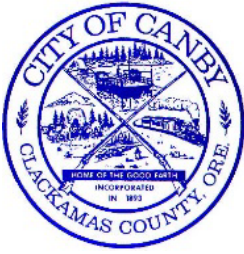
The electric project estimate quoted above is to provide a cost at the time of design and shall not be considered a final cost. After reconciliation of all costs to Canby Utility for the completion of the project, Canby Utility will provide a total cost invoice to the developer. Canby Utility will provide and install all materials in a customer provided trench. Please refer to the accompanying scope of work for details. Any easements that CU deems necessary for the project to allow CU to operate the municipal electric system safely and effectively must be recorded and provided to CU at no charge.

Additional Terms: Contractor is responsible for excavation/trenching.

| | | | | | | | |
|---|--|------------|-----------|--------------------------|-------------|--------|-----|
|  | Canby Utility Board 1265 SE 3 rd Ave Canby Oregon, 97013 P:503-266-1156 Fax: 503-263-8621 https://www.canbyutility.org | | | Project Name Here | | | |
| | Reviewed By | ENG/DRN by | DATE | W/O No. | DRAWING No. | SHEETS | REV |
| | | J.Muravez | 2-14-2022 | 2022-12142 | | 1 OF 1 | 1 |

The red line represents power line to be buried. The blue line represents power line to remain overhead.





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: March 2, 2022

TO: Honorable Mayor Hodson and City Council

FROM: Joseph Lindsay, City Attorney/Assistant City Administrator

ITEM: Re-vote on Planning Commission Appointments

Summary

On January 5, 2022, the City Council voted to fill three vacant positions on the Planning Commission. Usually, these appointments follow a particular process and are then voted on under the consent agenda due to a lack of need for discussion. At the meeting, there became need for discussion by the Council, so the appointments were brought out of the consent agenda and handled as new business. The Council then voted on and appointed three candidates to fill the three vacancies. Subsequent records came to light that called into question whether a potential serial meeting might've taken place ahead of the public meeting on this particular topic.

In an abundance of caution, the Council can re-vote on this matter to cure this potential taint under ORS 192.680 (1) by reinstating this decision while in compliance with public meetings laws. Under ORS 192.680 (1), a decision that is reinstated is effective from the date of its original adoption.

A re-vote on these appointments during this subsequent, duly noticed public meeting will remove the taint of any alleged violation of meetings laws that came before which could have potentially otherwise rendered the original decision voidable. Because this decision affects three board members of an essential commission, the safest route for the City is to avail itself of this legal remedy.

Options

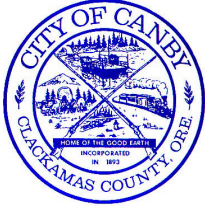
1. Re-vote on the appointments to remove a potential of voidability
2. Don't vote—table it and wait to see if anyone complains
3. Change your votes

Recommendation

Staff recommends that Council re-vote on these appointments.

Proposed Motion

I move to approve the appointment of Judi Jarosh to the Planning Commission for a term that will expire on December 31, 2024, the appointment of Chris Calkins to the Planning Commission for a term that will expire on December 31, 2024, and the appointment of Dan Ewert to the Planning Commission for a term that will expire on December 31, 2022.



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

Date: September 29, 2021 Position Applying For: Planning Commission Member

Name: Judi Jarosh Occupation: Retired Business Executive

Home Address: Canby _____

Employer: _____ N/A _____ Position: _____ N/A _____

Daytime Phone: _____ Evening Phone: _____

E-Mail Address: _____

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

I am currently the Chair of Canby's Heritage and Landmark Commission and I volunteer at the Canby Center. I appreciate the many ways to get involved in our town, whether joining others to plant roses on Hwy 99, developing grant applications, providing presentations, managing complex projects, etc.

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

Canby seems at a crossroad of sorts. Small-town feel/citizen desire to stay that way, yet the pressures from state requirements and population who need high density and affordable housing. It will be an interesting challenge to balance those competing priorities.

Reason for your interest in this position:

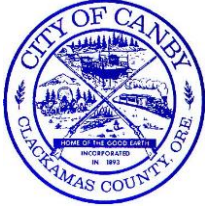
I've watched numerous planning commission meetings/hearings. I respect the group and would like to help. Clearly a group who truly makes a difference in our town. It would also be valuable to have someone with a Heritage and Landmark background in the group. There are likely some opportunities to better align zoning and code with the goals of Canby's Comprehensive Preservation Plan.

Experience and educational background:

No planning background per se. As Chair of Canby's HLC, I've led public hearings and managed several projects that intersect with current and future zoning, land use, etc. Undergrad in Accounting and MBA. Have been a global leader in Information Technology for several Fortune 100 companies. Excel at complex planning and project management. Significant business acumen, quick learner. Willing to put in the necessary work.

List any other City or County positions on which you serve or have served: Heritage and Landmark Commission, Library Board

Referred by (if applicable): Carol Palmer (former HLC Chair) advised me of this role. I currently work closely with Jamie Stickle and Don Hardy who can provide additional insights if needed.



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

Date: _____ Position Applying For: _____

Name: _____ Occupation: _____

Home Address: _____

Employer: _____ Position: _____

Daytime Phone: _____ Evening Phone: _____

E-Mail Address: _____

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

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

Reason for your interest in this position: _____

Experience and educational background: _____

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

Referred by (if applicable): _____

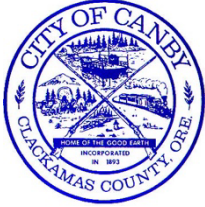
Please return to:

***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: bissetm@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. 10/2019

Date Received: _____ Date Appointed: _____ Term Expires: _____

Date Resigned: _____ Destruction Date: _____



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

Date: __ November 19, 2021. Position Applying For: Planning Commissioner Position

Name: Dan Ewert

Occupation: Retired Auctioneer / Appraiser

Home Address: Canby Oregon 97013

Employer: Self Employed

Position: Owner

Daytime Phone:

Evening Phone: Same

E-Mail Address:

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

- I have served as:
 - Planning Commissioner for the city of Canby for 18 years total starting in 90's. I chaired this commission for 16 of the 18 years I served.
 - Elected to the Blue Heron Recreation District, served one full term.
 - 142nd Civil Engineering Squadron Oregon Air National Guard
 - City of Canby Transportation Committee
 - City of Canby Budget Committee
 - Metro Task Force liaison for City of Canby
- Presently involved
 - Church Security Team

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

Having lived in Canby for the last 36 years and raising my family here, and now being involved in my Grandchildren upbringing in Canby I have a deep interest in the quality of life this community can and does provide. I believe my interests, in order of importance are:

- Transportation
- Quality of life planning and development – parks, infrastructure demands (water, sewer, electric, gas, ect.)
- A planning approach that encourages jobs and housing. Live where you work goals to decrease traffic volume and commute distances
- City infrastructure build out, this would be updating and finishing areas in our town that are lacking in sidewalks, full width streets, streetlights and internal walk and hiking offerings.

Reason for your interest in this position:

I have enjoyed the planning process and watching our town grow over the years and it has been an honor and rewarding to be involved in that in a small way. I have a core belief that each of us in our society need to give back in some way to the community, state and nation that we live in.

Experience and educational background:

- BS Degree Diesle Engeneering
 - Co-Minor Industrial Education
- Graduate Auctioneering Collage
- Property & Business Development

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

- Planning Commissioner for the city of Canby for 18 years total starting in 90's. I chaired this commission for 16 of the 18 years I served.
- Elected to the Blue Heron Recreation District, served one full term.
- City of Canby Transportation Committee
- City of Canby Budget Committee
- Metro Task Force liaison for City of Canby

Referred by (if applicable):