



## AGENDA

### CANBY CITY COUNCIL MEETING

July 6, 2016

7:30 PM

Council Chambers  
155 NW 2<sup>nd</sup> Avenue

*Mayor Brian Hodson*

*Council President Tim Dale*  
*Councilor Clint Coleman*  
*Councilor Tracie Heidt*

*Councilor Traci Hensley*  
*Councilor Greg Parker*  
*Councilor Todd Rocha*

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### CITY COUNCIL MEETING

1. **CALL TO ORDER- 6:30 PM – City Hall Conference Room** – The Council will immediately go into Executive Session with the Regular Session following at 7:30 PM in the Council Chambers.
2. **EXECUTIVE SESSION: ORS 192.660(2)(e) Real Property**
3. **OPENING CEREMONIES – 7:30 PM – Council Chambers**
  - A. Invocation
  - B. Pledge of Allegiance
4. **COMMUNICATIONS**
5. **CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS**

*(This is an opportunity for visitors to address the City Council on items not on the agenda. It is also the time to address items that are on the agenda but not scheduled for a public hearing. Each citizen will be given 3 minutes to give testimony. Citizens are first required to fill out a testimony/comment card prior to speaking and hand it to the City Recorder. These forms are available by the sign-in podium. Staff and the City Council will make every effort to respond to questions raised during citizens input before tonight's meeting ends or as quickly as possible thereafter.)*
6. **MAYOR'S BUSINESS**
7. **COUNCILOR COMMENTS & LIAISON REPORTS**
8. **CONSENT AGENDA**

*(This section allows the City Council to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may be discussed if it is pulled from the consent agenda to New Business.)*

  - A. Approval of Minutes of the June 15, 2016 City Council Regular Meeting
  - B. New Liquor License Application for Wally's Chinese Kitchen Pg. 1
  - C. Appointment to Historic Review Board Pg. 3

**9. RESOLUTIONS & ORDINANCES**

- A. Ord. 1445, Authorizing Contract with Curran-McLeod, Inc. Consulting Engineers for Engineering Services to Complete the Mulino Road Sanitary Sewer Pumping Station and Pipelines (**2<sup>nd</sup> Reading**) Pg. 5

**10. NEW BUSINESS**

- A. Cancellation of the July 20, 2016 City Council Meeting

**11. CITY ADMINISTRATOR’S BUSINESS & STAFF REPORTS**

**12. CITIZEN INPUT**

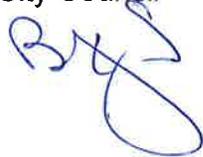
**13. ACTION REVIEW**

**14. EXECUTIVE SESSION: ORS 192.660(2)(h) Litigation**

**15. ADJOURN**

\*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Kim Scheafer at 503.266.0733. A copy of this Agenda can be found on the City’s web page at [www.ci.canby.or.us](http://www.ci.canby.or.us). City Council and Planning Commission Meetings are broadcast live and can be viewed on CTV Channel 5. For a schedule of the playback times, please call 503.263.6287.

# Memo

To: Mayor Hodson & Members of City Council  
From: Bret J. Smith, Chief of Police   
CC: Kim Scheafer, City Recorder  
Date: June 17, 2016  
Re: Liquor License Application / Wally's Chinese Kitchen

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I have reviewed the attached liquor license application completed by the applicant, Phoebe Jiang, for the business, "Wally's Chinese Kitchen", located at 679 SE 1<sup>st</sup> Street, Canby, Oregon.

On June 17, 2016, I spoke with restaurant owner and applicant Phoebe Jiang and we discussed the laws involving the sale of alcoholic beverages. She told me she is familiar with and has received training on the Oregon liquor laws; explaining she has prior experience in the liquor industry.

She said she will ensure the employees are trained on the liquor laws as well. Additionally, she said she understands the consequences for failure to comply with the rules as set forth by Oregon State law.

It is my recommendation that the Canby City Council approve this application to the Oregon Liquor Control Commission (OLCC).



OREGON LIQUOR CONTROL COMMISSION  
LIQUOR LICENSE APPLICATION

pd 6/13/16  
v# 106  
\$100.00

Application is being made for:

**LICENSE TYPES**

Full On-Premises Sales (\$402.60/yr)

Commercial Establishment

Caterer

Passenger Carrier

Other Public Location

Private Club

Limited On-Premises Sales (\$202.60/yr)

Off-Premises Sales (\$100/yr)

with Fuel Pumps

Brewery Public House (\$252.60)

Winery (\$250/yr)

Other: \_\_\_\_\_

**ACTIONS**

Change Ownership

New Outlet

Greater Privilege

Additional Privilege

Other \_\_\_\_\_

**90-DAY AUTHORITY**

Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

**APPLYING AS:**

Limited Partnership  Corporation  Limited Liability Company  Individuals

**CITY AND COUNTY USE ONLY**

Date application received: 6/13/16

The City Council or County Commission: City of Canby  
(name of city or county)

recommends that this license be:

Granted  Denied

By: \_\_\_\_\_  
(signature) (date)

Name: Tim Dale

Title: Council President

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**OLCC USE ONLY**

Application Rec'd by: [Signature]

Date: 6-1-16

90-day authority:  Yes  No

- Entity or Individuals applying for the license: [See SECTION 1 of the Guide]
  1. Phoebe Jiang ③
  2. Yujin Zhou ④
  - Trade Name (dba): Wally's Chinese Kitchen
  - Business Location: 679 SE 1st Ave Canby Clackamas OR 97013  
(number, street, rural route) (city) (county) (state) (ZIP code)
  - Business Mailing Address: Portland OR  
(PO box, number, street, rural route) (city) (state) (ZIP code)
  - Business Numbers: 503-266-2221  
(phone) (fax)
  - Is the business at this location currently licensed by OLCC?  Yes  No
  - If yes to whom: \_\_\_\_\_ Type of License: \_\_\_\_\_
  - Former Business Name: \_\_\_\_\_
  - Will you have a manager?  Yes  No Name: \_\_\_\_\_  
(manager must fill out an Individual History form)
  - What is the local governing body where your business is located? Canby  
(name of city or county)
  - Contact person for this application: Phoebe Jiang  
(name) (phone number(s))
- \_\_\_\_\_  
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

**Applicant(s) Signature(s) and Date:**

① Phoebe Jiang Date 5/23/16 ③

② Yujin Zhou Date 5/24/16 ④

Initials: [Signature] Date \_\_\_\_\_

RECEIVED  
MAY 23 2016  
Oregon Liquor Control Commission

**CITY OF CANBY  
APPLICATION  
BOARD/COMMITTEES/COMMISSIONS/COUNCIL**

Date: 6/16/16  
Name: Tony Crawford  
Occupation: Retired Teacher  
Home Address:  
Employer: (former) Canby School District  
Position: (former) Teacher  
Daytime Phone:  
Evening Phone:  
E-Mail Address:

For which position are you applying: Historic Review Board

What are your community interests (committees, organizations, special activities)?  
*I currently serve on the Canby Kiwanis Foundation Board and the Board for Bridging Cultures - Canby. Previously I served in leadership roles in the Canby Education Association. I have also been active organizing memorial events for September 11 and responsible for helping bring Nobel Peace Prize winners to Canby.*

Experience and educational background:  
*I taught 35 years in Canby, mostly at Ackerman Middle School. I am currently President of the Western Oregon University Alumni Association. I am also serving the American International Accreditation Association as an inspector of international schools desiring American accreditation.*

Reason for your interest in this position:  
*Preserving the culture and heritage of our community is essential for future generations.*

List any other City or County positions on which you serve or have served:  
*My service has been mostly in the school community. I served on numerous committees for the Canby School District and Oregon Department of Education.*

Information on any special membership requirements:  
*I have included a copy of my resume for your review.*

Referred by (if applicable): *Jamie Stickel*

Feel free to attach a copy of your resume and use additional sheets if necessary  
THANK YOU FOR YOUR WILLINGNESS TO SERVE CANBY

Please return to:  
City of Canby  
Attn: City Recorder  
182 N Holly Street  
PO Box 930  
Canby, OR 97013  
Phone: 503.266.0733  
Fax: 503.266.7961

## Resume

Tony Crawford



### Teaching Experience

- 35 years in the Canby School District, 1980-2015, now retired.
- Supervisor of over 25 student teachers from various colleges and universities.

### Professional Organizations / Positions

- President, Western Oregon University Alumni Association (current)
- Board of Directors, Education Travel Services, Inc. (current)
- Board of Directors, Bridging Cultures - Canby (current)
- Board of Directors, Kiwanis International Foundation - Canby (current)
- Inspector, American International Accreditation Association (current)
- Vice President, Oregon Education Association
- Chair, Oregon Education Association Foundation
- Chair, Oregon Education Association Budget Committee
- Chair, National Education Association Resolutions Committee
- Oregon Legislature Task Force on Accountable Schools
- Board of Directors, Oregon Education Association
- Social Science Content and Assessment Panel, Oregon Department of Education
- Human and Civil Rights Committee, Oregon Education Association
- Legislative Advisory Council, Oregon Education Association
- Teacher Consultant, National Geographic Society
- Teacher Consultant, Oregon Geographic Alliance
- Workgroup on Educator Excellence, National Education Association
- Professional Standards and Practices Committee, National Education Association
- Executive Committee, Oregon Education Association
- Oregon High School Diploma Essential Skills Task Force, Oregon Department of Education
- President, Oregon Council for the Social Studies
- Member, National Council for Geography Education
- President, Canby Education Association

### Professional Contributions / Recognition

- Oregon Peace Educator of the Year, Wholistic Peace Institute
- Ed Elliott Human and Civil Rights Award, Oregon Education Association
- National Distinguished Teaching Achievement Award, National Council for Geography Education
- Communicator of the Year Award, Oregon Education Association
- Finalist for Oregon Teacher of the Year Award
- Curriculum Development for The Dalai Lama Youth Summit, Oregon Department of Education
- Performance Task Assessment Project, National Geographic Society
- Social Studies Assessment Development, Council for Chief State Schools Officers
- Social Studies Benchmark Analysis, Oregon Department of Education
- Jason Project Summer Institute, National Geographic Society
- Sustainable Seas Institute, National Geographic Society
- Geography Awareness Week Institute, National Geographic Society
- Geography of Oregon's Forests Institute, Oregon Geographic Alliance
- Social Studies Assessment Institute, Oregon Geographic Alliance
- Africa Institute, Oregon Geographic Alliance
- Individual and Society in East Asia, Oregon International Council
- Contributor to The Oregonian Newspaper in Education, Oregon Geographic Alliance
- Guest on Voice of America Radio and Television, "What Are American Students Being Taught About The World?"
- Speaker and Presenter at various conferences including: National Middle School Association, National Council for Computer Education, National Education Association, Oregon Council for the Social Studies, Oregon Geographic Alliance, Oregon Education Association, and Oregon Youth Peace Summit.
- Guest teacher for 20 years at Lewis and Clark College, Western Oregon University, and George Fox University.

### Personal Information

Age: 59

Married: Betty, wife of 38 years

Children: Sarah and Jason Dietz, Douglas and Amy Crawford

Grandchildren: Darian, Moira, Michael, and Jonathan

Interests include: Distance running, cross country skiing, snowboarding, fly tying, fly fishing

**ORDINANCE NO. 1445**

**AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CURRAN-MCLEOD, INC. CONSULTING ENGINEERS FOR ENGINEERING SERVICES TO COMPLETE THE MULINO ROAD SANITARY SEWER PUMPING STATION AND PIPELINES**

**WHEREAS**, the CITY OF CANBY has heretofore advertised and received proposals for Municipal Engineering Services, completed oral interviews and selected CURRAN-McLEOD, INC. for the City's Engineer of Record; and

**WHEREAS**, CURRAN-McLEOD, INC. has provided the Master Planning, preliminary engineering and cost estimates for engineering and construction of the Mulino Road Sanitary Sewer Pumping Station and associated pipelines; and

**WHEREAS**, the CITY OF CANBY anticipates the need to complete construction of the Mulino Road Sanitary Sewer Pumping Station within the 2016-17 Fiscal Year; Now therefore,

**THE CITY OF CANBY ORDAINS AS FOLLOWS:**

Section 1. The City Administrator is hereby authorized and directed to make, execute, and declare in the name of the CITY OF CANBY and on its behalf, an appropriate contract with CURRAN-MCLEOD, INC for engineering services in an amount not to exceed \$118,000. A copy of a contract with CURRAN-McLEOD, INC., is attached hereto and marked as Exhibit "A" and by this reference incorporated herein.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, June 15, 2016; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, July 6, 2016, after the hour of 7:30 PM at the Council Chambers located at 155 NW 2<sup>nd</sup> Avenue, Canby, Oregon.

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Kimberly Scheafer, MMC  
City Recorder

2nd Reading

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 6<sup>th</sup> day of July 2016, by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

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Brian Hodson, Mayor

ATTEST:

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Kimberly Scheafer, MMC  
City Recorder

**CITY OF CANBY**  
**2016 MULINO ROAD PUMPING STATION IMPROVEMENTS**  
**AGREEMENT FOR ENGINEERING SERVICES**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF CANBY**, Oregon, hereafter referred to as the **OWNER**, and **CURRAN-McLEOD, INC. Consulting Engineers**, Portland, Oregon, hereafter referred to as the **ENGINEER**.

The **OWNER** intends to construct the Mulino Road Wastewater Pumping Station for which the **ENGINEER** agrees to perform the various professional engineering services for the design and construction of said improvements.

**WITNESSETH**

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

**SECTION A - ENGINEERING SERVICES**

The **ENGINEER** shall furnish engineering services to accomplish the work identified above and as more specifically identified in the correspondence dated March 11, 2016, attached as Exhibit A:

1. The **ENGINEER** will attend conferences with the **OWNER**, representatives of the State, or other interested parties as may be required for completion of the work previously described.
2. After the **OWNER** directs the **ENGINEER** to proceed, the **ENGINEER** will perform the necessary alignment determination, accomplish the detailed design of the projects, prepare construction Drawings, Specifications and Contract Documents, and prepare a final cost estimate based on the final design. It is also understood that if additional subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the **ENGINEER** will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the **OWNER** as set out in Section D hereof.

Statements of probable construction costs and detailed cost estimates prepared by the **ENGINEER** represent his best judgment as a design professional familiar with the Construction Industry. It is recognized, however, that neither the **ENGINEER** nor the **OWNER** has any control over the cost of labor, materials or equipment, over the Contractor's method of determining bid prices, or over competitive bidding or market conditions. Accordingly the **ENGINEER** cannot and does not guarantee that bids will not vary from any statement of probable construction cost or other cost estimate prepared by the **ENGINEER**.

3. The Contract Documents furnished by the ENGINEER under Section A-2 shall include the State of Oregon Prevailing Wage Rates or the Federal Davis Bacon Prevailing Wage Rates as applicable, and OWNER, funding agency, and state requirements as appropriate.
4. Prior to the advertisement for bids, the ENGINEER will provide for each Construction Contract, not to exceed 10 copies of detailed Drawings, Specifications, and Contract Documents for use by the OWNER, and for appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, Specifications, and Contract Documents shall be included in the basic compensation paid to the ENGINEER. The OWNER pays the cost of permits and review fees as provided in Section F-2 of this Agreement.
5. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of a map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be provided by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof, unless this task is identified and included in the proposed scope of work herein.
6. The ENGINEER will furnish additional copies of the Drawings, Specifications and Contract Documents as required by prospective bidders, materials suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER three sets of the Drawings, Specifications and Contract Documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Drawings and Specifications as instruments of service are and shall remain the property of the ENGINEER whether the project for which they are made is executed or not. They are not to be used by the OWNER on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the ENGINEER.
7. The ENGINEER will require prospective contractors to file an approved Pre-qualification Form with the Oregon Department of Transportation and will require a Bid Bond not to exceed 10% in the Bidding Documents to secure the Bid.
8. The ENGINEER will attend the bid opening and tabulate the bid proposals, make an analysis of the bids, make recommendations for awarding contracts for construction.
9. The ENGINEER will assist in the Preconstruction Conference, and will review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by Contractors.

10. The ENGINEER will interpret the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the Contractor. The ENGINEER will not, however, guarantee the performance of any Contractor. Planning and design of the project and construction engineering services shall be accomplished with due diligence and in conformance with accepted industry standards of the practice of professional engineering.
11. The ENGINEER will provide general engineering review of the work of the contractors as construction progresses to assure conformance with the design concept.
12. The ENGINEER will establish baselines and grades for locating the work together with a suitable number of bench marks adjacent to the work as shown in the Contract Documents.
13. The ENGINEER, as representative of the OWNER during the construction phase, shall advise and consult with the OWNER and all of the OWNER'S instructions to the Contractor shall be issued through the ENGINEER. The ENGINEER shall have the authority to act on behalf of the OWNER to the extent provided in this Agreement.
14. Unless otherwise requested by the OWNER in writing, the ENGINEER will not provide Resident Construction Inspection. The ENGINEER'S undertaking construction inspection hereunder shall not relieve the Contractor of Contractor's obligation to perform the work in conformity with the Drawings and Specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the Contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
15. The ENGINEER will review the Contractor's applications for progress and final payment and, when approved, submit same to the OWNER for payment.
16. The ENGINEER will prepare and review necessary contract Change Orders on a timely basis for consideration of approval by the OWNER.
17. The ENGINEER and a representative of the OWNER will make an inspection of the project or project element to determine the status of completion. The ENGINEER may issue a Certificate of Substantial Completion consistent with the General Conditions of the Construction Contract Documents.
18. The ENGINEER will provide the OWNER with one set of record drawings on electronic media and three sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the Contractor during construction, as specifically required in the Construction Contract, and reviewed by the ENGINEER, and from the ENGINEER'S construction data.
19. If State statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.

20. The ENGINEER will be available for site visits to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of the Certificate of Substantial Completion of the facility. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of initiation of the 12 month warranty period.

## SECTION B - COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for services in accordance with the following schedule:

**Preliminary Engineering:**

- Fourteen Thousand and No/100 Dollars (\$14,000)

**Design Phase Engineering:**

- Sixty Four Thousand and No/100 Dollars (\$64,000)

**Construction Phase Engineering:**

- Forty Thousand and No/100 Dollars (\$40,000)

2. The compensation for the above Engineering Services shall be as follows:
- a. Preliminary and Design Phase Services shall include items A-1 through A-5.
  - b. Billings shall be submitted monthly by the ENGINEER for Preliminary and Design Phase Services during the previous month. Payments shall be made for these billings within 30 days. Billings shall be based on percent of completion for Preliminary and Design Phase Services. The ENGINEER will provide a status report with the billing as requested.
  - c. Construction Engineering Services and Construction Inspection shall include items A-6 through A-20 and shall be billed by the ENGINEER on an hourly basis. The total shall not exceed the budget figures under Article B.1 above without the express written authorization of the OWNER.
  - d. Where hourly rates are used, they shall be in accordance with the Standard Hourly Rate Schedule, attached herewith and referenced Exhibit B.
  - e. In the event of multiple construction contracts, the ENGINEER may negotiate revised figures under Article B.1.

3. The budget figures shown above shall not be exceeded except by express written authorization of the OWNER.
4. Billings for Engineering Services shall be submitted in a format consistent with the payment provisions and format of the Agreement.

### **SECTION C - RESIDENT CONSTRUCTION INSPECTION**

If the OWNER requests the ENGINEER to provide Resident Construction Inspection, the ENGINEER will, prior to the Preconstruction Conference, submit a resume of the Resident Inspector's qualifications, anticipated duties and responsibilities for approval by the OWNER. The OWNER agrees to pay the ENGINEER for such services in accordance with the "Inspector" rate schedule set out in Exhibit B. The ENGINEER will render to OWNER for such services performed hereunder during such period, the same to be due and payable by the OWNER to the ENGINEER on or before the 10th day of the following period. A separate agreement shall be negotiated for Resident Construction Inspections Services setting out estimated hours required and maximum estimated fees and charges.

### **SECTION D - ADDITIONAL ENGINEERING SERVICES**

In addition to the foregoing being performed, the following services may be provided UPON WRITTEN AUTHORIZATION OF THE OWNER.

1. Financial feasibility or other special studies.
2. Record boundary surveys or other similar surveys, excepting surveys required to locate the construction project, or as identified in the scope of work.
3. Laboratory tests, borings, specialized geological, soil, hydraulic, or other studies recommended by the ENGINEER.
4. Record property surveys, detailed descriptions of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
5. Necessary data and filing maps for storm water discharge permits, water rights, adjudication, and litigation.
6. Redesigns not initiated by the ENGINEER after final Plans and Specifications have been approved by the OWNER, except redesigns to reduce the project cost to within the funds available.
7. Appearances before courts or boards on matters of litigation or hearings related to the project and providing services as an expert witness in connection with any public hearing, arbitration proceeding, or the proceedings of a court of record.

8. Preparation of Environmental Assessments or Environmental Impact Statement (E.I.S.).
9. Performance of detailed staking necessary for construction of the project in excess of the control staking set forth in Section A-12.
10. Preparing documents for alternate bids requested by the OWNER.
11. Providing consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing professional services of the type set forth as previously mentioned in this Agreement as may be required in connection with the replacement of such work.
12. Providing professional services made necessary by the default of the Contractor in the Construction Contract.
13. Providing construction engineering and inspection services after the construction contract time has been exceeded.

Unless identified as included in the proposed scope of work herein, payment for the services specified in this Section D shall be as agreed in writing prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER within 30 days.

#### **SECTION E - OWNER'S RESPONSIBILITIES**

1. The OWNER shall provide full information regarding his requirements for the project.
2. The OWNER shall designate, when necessary, a representative authorized to act in his behalf with respect to the project. The OWNER or his representative shall examine documents submitted by the ENGINEER and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the ENGINEER'S work.
3. The OWNER shall furnish all pertinent existing mechanical, chemical or other laboratory tests, inspections and reports as required by law or the Contract Documents, and which may impact the design.
4. The OWNER shall furnish such legal, accounting and insurance counseling services as may be necessary for the project, and such auditing services as he may require to ascertain how or for what purposes the CONTRACTOR has used the moneys paid to him under the Construction Contract.
5. If the OWNER observes or otherwise becomes aware of any fault or defect in the project or non-conformance with the Contract Documents, he shall give prompt oral notice with written confirmation thereof to the ENGINEER.

6. The OWNER shall furnish information required of him as expeditiously as necessary for the orderly progress of the work.

## SECTION F - SPECIAL PROVISIONS

The following is agreed to by both parties:

1. That the OWNER reserves the right to request replacement of any Resident Inspector(s) furnished by the ENGINEER or to furnish the Resident Inspector(s) from the OWNER'S own forces, subject to the approval of the ENGINEER regarding the qualifications of the Resident Inspector(s). If the OWNER furnishes the Resident Inspector(s), the OWNER agrees that the Resident Inspector(s) will be under the direction and supervision of the ENGINEER.
2. That the OWNER shall pay for advertisement for bids, building or other permits, licenses, technical review fees, etc., as may be required by local, State or Federal authorities, and shall secure the necessary land easements and rights-of-way.
3. The ENGINEER will endeavor to assure compliance of his work with applicable State and Federal requirements.
4. That insofar as the work under this Agreement may require, the OWNER shall furnish the ENGINEER all existing maps, field survey data, grades and lines of streets, pavements, and boundaries, rights-of-way, and other surveys presently available, which will be returned upon project completion. ENGINEER will provide the OWNER a copy of survey notes establishing bench marks and location of improvements.
5. That if the engineering work covered in this Agreement has not been completed on or after the expiration of a Twelve (12) month period from the date of execution of this Agreement, the OWNER or ENGINEER may, at the option of either, on written notice, request a renegotiation of Sections B, C, and D (providing for the compensation to be paid the ENGINEER for services rendered) to allow for changes in the cost of services. Such new schedule of compensation is to apply only to work performed by the ENGINEER after delivery date of such written notice.
6. That this Agreement is to be binding on the heirs, successors and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. At least fifteen (15) days shall be allowed for such consent.
7. Attorney's fees: In the event a suit, arbitration or other legal action is required by either the OWNER or the ENGINEER to enforce any provision of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorney's fees upon litigation or upon appeal.

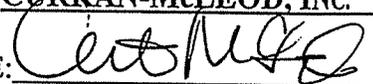
## 8. Termination

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- b. The Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given (1) not less than ten (10) calendar days' written notice, (delivered by certified mail, return receipt requested) of intent to terminate, and (2) opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is effected by the OWNER an equitable adjustment in the price provided for in the Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.
- d. Upon receipt of a termination action under paragraphs a. or b. above, the ENGINEER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER reproducible data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement whether completed or in process.
- e. Upon termination under paragraphs a. or b. above, the OWNER may take over the work and may award another party a contract to complete the work under this Agreement.
- f. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph c. of this clause.

9. The ENGINEER agrees to hold harmless and indemnify the OWNER against all claims, damages, losses and costs, including costs of defense, arising out of the negligent performances of engineering services under this Agreement. OWNER may make claim under applicable law against ENGINEER or ENGINEER'S insurance carriers for any loss, damage or cost arising out of ENGINEER'S negligent performance of services under this Agreement.
10. The ENGINEER agrees to acquire and maintain for the duration of this Agreement, Professional Liability Insurance in the nominal amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.
11. The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER from claims under the Worker's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees or agents.
12. The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
13. ENGINEER covenants that he presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of his services under this Agreement. Any interest on the part of the ENGINEER or his employees must be disclosed to the OWNER.
14. INDEPENDENT CONTRACTOR. It is agreed that ENGINEER is providing the services hereunder as an independent contractor and not as an employee of OWNER.  
  
OWNER shall have no right to control the manner of the performance of the services, but may place restrictions on ENGINEER relating to use of OWNERS premises. As an independent contractor, ENGINEER shall not be eligible to receive benefits otherwise provided to employees of the OWNER.
15. The records and documents with respect to all matters covered by the Agreement shall be subject at all times to inspection, review or audit by the OWNER, County, Federal or State officials so authorized by law during the performance of this contract. Required records shall be retained for a period of three (3) years after termination of this Agreement

16. No member or delegate to the Congress of the United States and no Resident Commissioner or City Official shall be admitted to any share or part of this Agreement or to any benefit that may arise hereunder.
17. This CONTRACT shall be construed according to the laws of the State of Oregon. Any litigation between the OWNER and the ENGINEER or out of work performed under this CONTRACT shall occur, if in the state courts, in the Clackamas County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.
18. This Agreement, including Exhibits A and B, represents the entire integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

OWNER: <u>CITY OF CANBY</u>	ENGINEER: <u>CURRAN-McLEOD, INC.</u>
SIGNATURE: _____	SIGNATURE: <u></u>
NAME: _____	NAME: <u>CURT McLEOD</u>
TITLE: _____	TITLE: <u>PRINCIPAL</u>
DATE: _____	DATE: <u>3-11-16</u>

CURRAN-McLEOD, INC.  
CONSULTING ENGINEERS6655 S.W. HAMPTON STREET, SUITE 210  
PORTLAND, OREGON 97223

March 11, 2016

Mr. Mark Gunter  
Public Works Director  
City of Canby  
182 North Holly Street  
Canby, OR 97013

**RE: CITY OF CANBY  
MULINO ROAD PUMPING STATION SCOPE**

Dear Mark:

We appreciate meeting with you this week to review the Mulino Wastewater Pumping Station project. In an earlier correspondence we prepared options and cost estimates. After our meeting with you, there are a few adjustments to make before finalizing the work scope.

In general, we will modify the station design to enclose all improvements within a building that provides both security and better aesthetics. We can design the improvement to fit the surroundings, and eliminate the fencing.

We have also modified the cost estimates to account for the cost of a building, interacting with Clackamas County for the work on 13th Avenue, and coordinating with the railroad for long-term lease cost of a utility crossing under the tracks.

As discussed earlier, the Master Plan has identified the location for the station at the intersection of SE 13th Avenue and Mulino Road. This elevation can provide gravity service to all of the remaining area east of Fir Street along the Molalla River, and can easily provide service if the UGB is expanded further south and east beyond 13th Avenue or Mulino Road.

This SDC funded project will include the pumping station and force main along the Weygandt property, to discharge into the Sequoia Parkway line north of the bridge. The project will also include construction of a gravity sewer on SE 13th Avenue that is not SDC eligible. Power supplies will be installed parallel to the force main, and are SDC eligible to the extent they serve the pumping station, and potentially reimbursable through a second ADF if the utility systems also provide service to the industrial land north of the railroad.

City of Canby  
**Mulino Wastewater Pumping Station**  
**Preliminary Construction Cost Estimate:**  
 March 2016

No.	Description	Quantity	Unit	Unit Price	Total
<b>Wastewater Pump Station</b>					
1	Mobilization Bond & Insurance	All	LS	\$13,000	\$13,000
2	Temporary Traffic Control	All	LS	1,500	1,500
3	Erosion & Sediment Control	All	LS	2,000	2,000
4	Common Ex & CDF/Select Backfill	25	CY	60	1,500
5	Building and Site Improvements	All	LS	80,000	80,000
6	Pumping Station Equipment	All	LS	140,000	140,000
7	Site Electrical	All	LS	10,000	10,000
<b>Subtotal</b>					<b>\$248,000</b>
<b>Force Main North of the Railroad</b>					
1	Mobilization Bond & Insurance	All	LS	\$5,000	\$5,000
2	Erosion & Sediment Control	All	LS	3,000	3,000
3	6" Force Main w/ Native Backfill	2,300	LF	35	80,500
<b>Subtotal</b>					<b>\$88,500</b>
<b>Gravity Main</b>					
1	Mobilization Bond & Insurance	All	LS	\$7,500	\$7,500
2	Temporary Traffic Control	All	LS	4,000	4,000
3	Erosion & Sediment Control	All	LS	3,000	3,000
4	8" Gravity Sewer w/ Select Backfill	1,350	LF	80	108,000
5	Sanitary Manhole, 8-12' deep	6	Each	5,000	24,000
6	Asphalt Sawcut & AC Trench Repair	50	LF	40	2,000
7	Railroad Casing Pipe, 18"	80	LF	150	12,000
<b>Subtotal</b>					<b>\$160,500</b>
<b>Private Utilities: Power</b>					
1	Mobilization Bond & Insurance	All	LS	\$5,000	\$5,000
2	Common Trench w/ Native Backfill	2,300	LF	20	46,000
3	Vault Excavation & Backfill	5	EA	800	4,000
4	Canby Utility Power Costs	All	LS	50,000	50,000
<b>Subtotal</b>					<b>\$105,000</b>
Construction Contingencies (15%)					90,000
<b>Estimated Construction Cost</b>					<b>\$692,000</b>
Engineering Services					118,000
Railroad Lease Fee					10,000
Advertising, BOLI Fees, Special Inspections					5,000
<b>TOTAL PROJECT COST</b>					<b>\$825,000</b>

**City of Canby**  
**Mulino Wastewater Pumping Station**  
**Engineering Cost Estimate:**  
March 2016

**Preliminary Engineering:**

Research & Coordination	\$4,000
Easement Prep & Acquisition	4,000
Finance District Reports & Hearings	4,000
Railroad Permitting	<u>2,000</u>
<b>Subtotal</b>	<b>\$14,000</b>

**Design Engineering:**

Design Surveys	\$12,000
Base Maps, Topo Drawings	2,000
Alignment Design & Details	10,000
Pump Station Design & Details	20,000
Graphics & Final Design Drawings	18,000
Contract Documents / Specifications	<u>2,000</u>
<b>Subtotal</b>	<b>\$64,000</b>

**Construction Engineering:**

Advertising & Bid Procedure	\$ 3,000
Construction Surveys	5,000
Contract Administration (24 wks)	14,000
Inspection (16 wks)	16,000
As-Built & Project Closeout	<u>2,000</u>
<b>Subtotal</b>	<b>\$40,000</b>

**TOTAL**     **\$118,000**

**Management Team Meeting Notes**  
**June 13, 2016**  
**2:00 PM**  
**City Hall Conference Room**

In attendance: Rick Robinson, Amanda Zeiber, Kim Scheafer, Eric Laitinen, Irene Green, Renate Mengelberg, Joe Lindsay, and Bryan Brown,

Renate Mengelberg

- Sale of property to Premier Gear has been delayed 3-6 months
- Took a company on a tour of the current library building last week

Bret Smith

- New police officer is at the Academy
- Doing background check on police officer candidate
- Nine AED's are in police cars along with nasal narcan
- Conducting interviews for a PT Court Clerk

Kim Scheafer

- Reviewed Agenda for the July 6 CC Meeting. July 20 meeting will be cancelled due to lack of a quorum.
- Mayor Hodson, and Councilors Dale and Coleman have filed their initial paperwork to run for office and are out gathering signatures.
- Out of office Friday afternoon and next week

Amanda Zeiber

- Police negotiations are underway
- Seasonal workers have started to help Streets and Parks
- Painting is being done in the new building
- CIS will be highlighting the City of Canby on how we keep our workers compensation claims down. They will be touring the City next week.

Irene Green

- Summer reading program has started and has 300 students and 100 teens
- A new library card has been designed
- There will be an RFID demonstration this week
- Looking at using student ID cards as a library cards
- Gave an update on LDAC (Library District of Clackamas County)

Eric Laitinen

- Summer lessons have started
- Out of office June 29 – July 8

Mark Gunter

- New ADA ramps are done on various streets
- CDBG grant goes to the CC Commissioners on June 23
- Joe Witt and Bruce Gulleff are doing a lot of the facility maintenance
- OSHA inspection was done and there were no fines
- DS sheets are replacing MSDS sheets

Bryan Brown

- Working on application for new building by Burgerville
- Rudnick Sign Company is going in on SE Township
- Staff is working on funding opportunities for Elm street at the 99E intersection

Rick Robinson

- Gave an update on the Hanlon project

*Notes taken by Kim Scheafer*