

AGENDA **Amended 2/16/2021**
CANBY CITY COUNCIL WORK SESSION & REGULAR MEETING

Virtual Meeting/ Council Chambers
Executive Session 5:30 PM
Work Session 6:00 PM
Regular Meeting 7:00 PM

Meetings can be viewed on CTV Channel 5 and YouTube:

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

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

https://zoom.us/webinar/register/WN_HkEm9Fq7SQiBBvtRBlcHqQ

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

February 17, 2021
222 NE 2nd Avenue, 1st Floor

Mayor Brian Hodson

Councilor Christopher Bangs
Council President Traci Hensley
Councilor Sarah Spoon

Councilor Jordan Tibbals
Councilor Greg Parker
Councilor Shawn Varwig

Executive Session – 5:30 PM
(Added 2/16/2021)

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

- 1. CALL TO ORDER**
- 2. EXECUTIVE SESSION:** ORS 192.660 (2) (h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.
- 3. ADJOURN**

Work Session – 6:00 PM

- 1. CALL TO ORDER**
 - 2. DISCUSSION ON COUNTY ROADS TRANSFER & CITY STREETS PROJECTS**
 - 3. ADJOURN**
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-

Regular Meeting – 7:00 PM

1. CALL TO ORDER

2. PROCLAMATION

- a. Iwo Jima Remembrance Day

Pg. 4

- 3. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS:** This is an opportunity for audience members to address the City Council on items not on the agenda. Each person will be given 3 minutes to speak. Staff and the City Council will make every effort to respond to questions raised during citizens input before the meeting ends or as quickly as possible thereafter. *****If you would like to speak virtually or in person, please email or call the City Recorder by 5:00 pm on February 17, 2021 with your name, the topic you'd like to speak on and contact information: bissetm@canbyoregon.gov or call 503-266-0733. Once your information is received, you will be sent instructions to speak. Please note that Council will be attending this meeting virtually.**

4. MAYOR'S BUSINESS

5. COUNCILOR COMMENTS & LIAISON REPORTS

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

- a. Approval of Minutes of the February 3, 2021 City Council Regular Meeting. Pg. 5
- b. Appointment to the Canby Utility Board. Pg. 12
- c. Annual Liquor License Renewals. Pg. 18
- d. Off-Premises Liquor License for Odd Moe's Pizza, located at 1017 SW 1st Ave. Pg. 18

7. RESOLUTION & ORDINANCES

- a. **Resolution No 1344:** A Resolution adopting a Supplemental Budget for the 2020-2021 Fiscal Year. Pg. 25
- b. **Ordinance No. 1543:** An Ordinance amending Canby Municipal Code (CMC) Chapter 2.04.010 regarding Council Regular Meetings by changing the starting time of regular meetings at a time to be set by the Canby City Council, with an effective date of March 17, 2021; repealing and replacing Ordinance No. 1474. *(Second Reading)* Pg. 29
- c. **Ordinance No. 1544:** An Ordinance authorizing the Canby City Administrator to enter into a contract with Canby Library Holdings, LLC. to sell the former City Library Building located at 292 N. Holly Street, declaring it no longer needed for public use, and finding it convenient to sell said property. *(Second Reading)* Pg. 33

8. NEW BUSINESS

- a. Approval and discussion regarding Declaration of Emergency. *(Added 2/16/2021)* Pg. 74

9. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

10. CITIZEN INPUT

11. ACTION REVIEW

12. ADJOURN

*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Melissa Bisset at 503.266.0733. A copy of this Agenda can be found on the City's web page at www.canbyoregon.gov. **City Council and Planning Commission Meetings are typically broadcast live and can be viewed on CTV Channel 5.** For a schedule of the playback times, please call 503.263.6287.

****We are requesting that rather than attending in person you view the meeting on CTV Channel 5 or on YouTube: <https://www.youtube.com/channel/UCn8dRr3QzZYXoPUEF4OTP-A>**
If you do not have access virtually, there are a small number of chairs provided inside to allow for distancing.

Iwo Jima Remembrance Day

WHEREAS, on February 23, 1945, this country's Armed Forces were engaged in one of the most strategic and bloodiest battles of World War II – the battle for Iwo Jima; and

WHEREAS, the Canby–Aurora Veterans of Foreign Wars Post and Auxiliary 6057 of the United States have deemed it fitting to erect a flagpole at the Canby Adult Center in remembrance of those who took part in this great battle; and

WHEREAS, each year the members of the Canby–Aurora Veterans of Foreign Wars Post 6057, their Auxiliary, and their fellow veterans organizations and service organizations i.e. Lewis & Clark Young Marines, Civil Air Patrol, Boy Scouts, JROTC etc. have conducted a ceremony to rededicate this memorial and replace the flags on the flagpole; and

WHEREAS, the flagpole located at the Canby Adult Center is the only memorial in the City of Canby dedicated to our veterans who made such significant personal sacrifices during World War II in defense of this great nation.

NOW, THEREFORE, I, Brian Hodson, by virtue of the authority vested in me as the Mayor of the City of Canby, do hereby proclaim February 20, 2021 as

Iwo Jima Remembrance Day

I further call upon all members of this community to join in commemorating this great event and celebrate the 76th anniversary of the end of World War II.

Given unto my hand this 17th day of February, 2021 in the City of Canby, Oregon.

Brian Hodson
Mayor

**CANBY CITY COUNCIL
REGULAR MEETING MINUTES
February 3, 2021**

Due to COVID-19 Pandemic, the Mayor and City Councilors attended the meeting virtually. The public was asked to view the meeting live on CTV Channel 5, on YouTube or via Zoom Webinar. Seating was available in the Council Chambers in compliance with the Governor's Executive Order regarding social distancing.

PRESIDING: Mayor Brian Hodson

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

STAFF PRESENT: Scott Archer, City Administrator; Joseph Lindsay, City Attorney; Jamie Stickel, Economic Development Director; Jerry Nelzen, Interim Public Works Director; Melissa Bisset, and City Recorder/ HR Manager

OTHERS PRESENT: Bryce Morrow, Mary Hanlon, Peter Hostetler, James Hieb, and Fire Chief Jim Davis.

CALL TO ORDER: Mayor Hodson called the Regular Meeting to order at 7:11 p.m.

CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS: None.

MAYOR'S BUSINESS: Mayor Hodson said in response to comments that had been made at the January Council meetings, he and the City Administrator and City Attorney met with both Councilor Spoon and Councilor Varwig to discuss options to resolve the issue. The potential next steps were to reprimand Councilor Spoon for her comments on January 4 or an investigation could be ordered. He explained the policy on Council conduct and asked if the Council wanted to direct staff to put this on an agenda for Council action.

Councilor Parker said some of the issue was the Mayor had asked for reasons why the Council voted the way they did on the Council President decision. He thought this issue should be handled off the dais.

Councilor Bangs said there was no mechanism for a Council censure and he thought this topic was moot.

Joe Lindsay, City Attorney, explained the process in the Charter to reprimand a Councilor for disorderly conduct at a meeting.

Councilor Bangs thought Councilor Spoon was out of line, but also that the line of questioning from the Mayor was unfair. He did not think a reprimand would be healthy for the Council moving forward.

Councilor Tibbals thought the rules for Council conduct was violated. He questioned why they had policies in place if they weren't going to do anything about them. He did not think the Mayor forced anyone to explain their votes.

Council President Hensley said Councilor Spoon could have stated her reasons in a different way and it was not behavior becoming to a Councilor. The policies needed to be followed. She asked what an investigation would mean in terms of staff time and cost.

Councilor Spoon said there were a number of policies that were not enforced. She thought both she and Councilor Varwig should be reprimanded as they both made comments.

Councilor Varwig asked for the reprimand due to the inappropriate accusations that were made. He would not make an apology for defending himself. He wanted to censure Councilor Spoon and said it was quid pro quo that turned into retaliation when he did not agree to go forward with it.

Mayor Hodson said staff could bring back information about the investigation such as who would do it, the cost, and how long it would take. The efforts to negotiate this offline had been unsuccessful.

Councilor Spoon thought they could still work on City issues and have discourse on those topics without taking further action.

Councilor Parker did not want to pursue censure without an investigation. He thought they should move on.

Mayor Hodson said if the Council did not want to take action, Councilors Spoon and Varwig could decide whether they wanted to privately investigate the issue. He suggested using a mediator to help resolve the issue.

Councilor Varwig said if mediation was offered, he would pay for his portion. He did not want the City to pay for mediation costs on his behalf.

Mr. Lindsay said that was an option, and there were free and less expensive options for mediation that could be pursued.

Councilor Spoon was open to mediation and to pay for her portion of the cost.

****Councilor Bangs moved to direct staff to assist in the mediation between the two Councilors and not bring it back to the next meeting unless it was deemed necessary to do so. Motion was seconded by Councilor Parker and passed 6-0.**

Mayor Hodson said the Council Retreat was scheduled for March and there would be a facilitator. He congratulated SR Smith who received an award from the United Kingdom Pool and Spa for their swim wall products.

COUNCILOR COMMENTS & LIAISON REPORTS: Councilor Spoon discussed the Canby Reads Program. Regarding Canby Area Transit, there had been a reduction in ridership due to Covid. Weekly ridership was down 32%, ADA Dial-A-Ride was down 54%, and General Public Dial-A-Ride was down 48%. The shopper shuttle was down 67% and weekend ridership was down 15%. Ridership per hour was up and there were no injury accidents in 2020 and overall efficiency was up. Currently they were not charging fares. She explained the Covid response and cleaning policies. Funding would continue to be stable due to payroll taxes. They were also working on putting together a city circulator route to start in the fall. A survey would go out about the circulator service hours and route options. There were some vacancies on the Transit Advisory Committee as well.

Mayor Hodson asked about Saturday Dial-A-Ride. Councilor Spoon would look into it.

Councilor Bangs reported on the School District and the dates for children to return to school in March. He explained the hybrid model for classrooms and the concerns that still needed to be addressed. Teachers and staff were getting vaccinated. New playground equipment and interior improvements would be done for some schools as well.

Councilor Parker said the Historic Landmarks Commission would be updating the historic properties in town and the Commission was working on the logistics for the annual Zion Cemetery clean up. The Bike and Pedestrian Committee completed Phase 1 of the Molalla River Trail study and had applied for funding for a more detailed study.

Council President Hensley had reached out to the other Councilors to discuss the retreat agenda. The input had been forwarded to the Mayor.

Councilor Varwig reported on the Fire Board meeting where new interns were pinned. Interviews had been done for the opening on the Planning Commission and the new person would be appointed at the next Council meeting.

Councilor Tibbals reported on the Canby Utility Board meeting where Melody Thompson was voted as Board Chair and CUB would continue to donate power to the City parks and transit mall.

CONSENT AGENDA: **Council President Hensley moved to approve the minutes of the January 20, 2021 City Council Regular Meeting and the appointment of Jeff Springer to the Bike and Pedestrian Committee. Motion was seconded by Councilor Varwig and passed 6-0.

PUBLIC HEARING: Proposed Sale of Public Real Property Located at 292 N Holly Street (Former Library Building) and Declaring Said Property Not Needed For Public Use –

Mayor Hodson opened the public hearing and read the hearing statement.

Staff Report: Jamie Stickel, Economic Development Director, gave a presentation on the purchase and sale agreement for the former Canby Public Library. In 2016 the new Civic Center/Library opened and the former library building was vacated. In 2017 the City put out a

request for expressions of interest for the building and received three proposals. They began negotiations with T-5 Equities, but T-5 Equities determined they did not want to continue. She explained the advertisement that had been done promoting the building. In 2018 they put out another request for expressions of interest and received four proposals. They began negotiations with Canby Brewing Company, but those negotiations did not continue. In 2019 staff was directed to consider creating a Canby Public Market at the site. The cost estimates came in too high for that project. In 2020, they put out another request for expressions of interest and received four proposals. They began negotiations with Oregon City Brewing Company for the concept of a Canby Beer Library. Their proposal was to include a brewery and cidery, family-friendly arcade, indoor food carts, atrium (open to outdoors), and two retail spaces on NW 3rd Avenue. She showed pictures of the proposal and what the applicant had done in Oregon City. The contract was for \$500,000 to purchase the building as is, \$5,000 in escrow, use of the \$200,000 Oregon Main Street Revitalization Grant, and a \$100,000 promissory note to be forgiven/satisfied by completing \$1,000,000 in improvements. The options for Council were to either approve or deny Ordinance 1544 and staff recommended approval.

Applicant: Bryce Morrow gave a background on his company and how they opened in 2014 in Oregon City. Canby did not have a brewery and he wanted to build a community gathering place.

Councilor Spoon asked if the grant had to be used by April 2022. Ms. Stickel would be setting up a meeting with the state to find out more about the use and deadline of the grant.

Proponents: None

Opponents: Peter Hostetler, Canby resident, was opposed to the process that had taken place and the real estate deal that was being proposed. There was no notice in the *Canby Herald* of the sale proposal. The property should be sold at a fair market price and this building was valued over one million dollars. It should be advertised with a professional broker. He stated a hasty proposal period that was not advertised by state statute was illegal. An opportunity not advertised on platforms where buyers were looking for commercial real estate was negligent. This was the only 10,000 square foot building available in downtown and he did not think there would be a problem getting reasonable offers that would not be a substantial loss to the public's wallet. The beer library could turn around and sell the property for much more and make a profit. He was opposed to elected officials making poor decisions to benefit private companies at the cost of the public's money and interest. He thought it was not a responsible decision.

Mr. Lindsay clarified the advertisement was in the *Oregonian*, not the *Canby Herald*.

James Hieb, Canby resident, had an issue with the sunset clause of \$100,000. The applicant could buy the property for \$500,000, pay the sunset clause, and sell the property for much more. He thought the sunset clause should be market value of the property.

Mary Hanlon, Hanlon Development, said over the last year there had been a lack of communication with City staff. She thought this project had been privately negotiated behind closed doors. It was a project that directly affected the Civic block and its future. She was disappointed that she had not been informed. The purpose for a public/private partnership was

one in which both parties brought to the table what they could to achieve a unique, unprecedented project. She discussed the benefits of the Dahlia project to downtown and how much value it had added. She had been told that the former library building would not compete with the Civic block and instead of working with them things had been decided behind closed doors. She did not think the process was done properly.

Mayor Hodson closed the public hearing.

Mr. Lindsay explained the process for selling public property and how the notice was put on the City's social media and in the *Oregonian*. This had been an ongoing conversation for some time. He listed the ways the City had assisted with and promoted the Dahlia project. Having more businesses downtown would help energize downtown and it would be a worse strategy to let the building lie fallow.

Ms. Stickel said the appraisal that was done in 2014 stated the building was worth \$952,000. It had fallen into disrepair since that time. The request for expressions of interest was advertised on the City's website, newsletter, Facebook, Chamber, and *Canby Herald*. Oregon City Brewery's proposal fit the intention of the Council for that building in activating and enhancing downtown.

Scott Archer, City Administrator, said the Council was within their rights to have this kind of process and bring in a certain type of development rather than selling it and not knowing what would be developed. Staff had responded and acted on the Council's behalf and how they wanted to convert this property. They would continue to be a partner with the Civic block and the Council had made the choice to proceed in this particular manner. It was a path that was allowed and proper.

Councilor Varwig noted this was the best price for the property that the City had received in the last few rounds of requests.

Ordinance 1544 – **Councilor Spoon moved to adopt Ordinance 1544, AN ORDINANCE AUTHORIZING THE CANBY CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH CANBY LIBRARY HOLDINGS, LLC TO SELL THE FORMER CITY LIBRARY BUILDING LOCATED AT 292 N HOLLY STREET, DECLARING IT NO LONGER NEEDED FOR PUBLIC USE, AND FINDING IT CONVENIENT TO SELL SAID PROPERTY to come up for second reading on February 17, 2021. Motion was seconded by Councilor Parker and passed 6-0 on first reading.

ORDINANCES: Ordinance 1543 – Mr. Archer said the Council had requested this item be brought back to change the start time of meetings from 7:00 p.m. to 7:30 p.m. The wording in the ordinance gave the Council flexibility in the start time so they would not have to go through this process again if they wanted to change the time in the future.

****Council President Hensley moved to adopt Ordinance 1543, AN ORDINANCE AMENDING CANBY MUNICIPAL CODE (CMC) CHAPTER 2.04.010 REGARDING COUNCIL REGULAR MEETINGS BY CHANGING THE STARTING TIME OF REGULAR MEETINGS AT A TIME TO BE SET BY THE CANBY CITY COUNCIL WITH AN EFFECTIVE DATE OF MARCH 17, 2021; REPEALING AND REPLACING**

ORDINANCE 1474 to come up for second reading on February 17, 2021. Motion was seconded by Councilor Varwig.

Council President Hensley encouraged consistency of the meeting time.

Councilor Bangs was opposed to starting the meeting at 7:30 p.m. because it was too late. He appreciated the flexibility in the ordinance.

Council President Hensley said they used to meet at 7:30 p.m. and meetings did not usually go this long. She thought it was better for the public if meetings started later.

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

Ordinance 1540 – **Councilor Varwig moved to adopt Ordinance 1540, AN ORDINANCE AMENDING THE CITY’S 2010 TRANSPORTATION SYSTEM PLAN TO REFLECT A REVISED ALIGNMENT FOR A CONNECTOR ROAD BETWEEN CANBY PIONEER INDUSTRIAL PARK AND STATE HIGHWAY 99E. Motion was seconded by Councilor Bangs and passed 6-0 by roll call vote.

NEW BUSINESS: Discussion Regarding Ivy Street Improvements – Undergrounding of Utilities – Mr. Archer gave a background on the Ivy Street improvements and as part of the project, the Council had conversations about undergrounding the utilities in partnership with the County and Canby Utility. The additional cost to underground would need to be paid for by the City. There was an urgent timing issue that by the end of this week, they had to decide if they wanted to proceed with the undergrounding. However, he just received news that the County was delaying the project by one year and there was no longer a timing issue. Staff had been working on cost estimates and the information would be brought back at a future Work Session.

Councilor Bangs thought there was an urgency to underground all utility lines in Oregon.

Councilor Spoon asked if staff thought this project would be delayed again. Jerry Nelzen, Interim Public Works Director, said the project would be bid out and constructed in 2023. He thought more time would benefit planning of the project.

Councilor Varwig said the current patching on Ivy was not well done and if that would be addressed in this project. Mr. Nelzen said that would be included in the project as well as new ADA sidewalks.

CITY ADMINISTRATOR’S BUSINESS & STAFF REPORTS: Mr. Archer appreciated the conversation earlier in the meeting and the agreement to move forward with the important work in front of them.

CITIZEN INPUT: None

ACTION REVIEW:

1. Approved the Consent Agenda.

2. Passed Ordinance No. 1543 to a second reading on February 17, 2021.
3. Passed Ordinance No. 1544 to a second reading on February 17, 2021.
4. Adopted Ordinance No. 1540.

There was no Executive Session.

The meeting was adjourned at 10:10 p.m.

Melissa Bisset
City Recorder

Brian Hodson
Mayor

Assisted with Preparation of Minutes - Susan Wood

DRAFT



City of Canby

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City Council Staff Report

DATE: February 17, 2021
TO: Honorable Mayor Hodson and City Council
THRU: Scott Archer, City Administrator
FROM: Melissa Bisset, City Recorder/ HR Manager
ITEM: Annual Liquor License Renewals

Summary

Businesses with liquor licenses must request [renewal](#) from their local jurisdictions annually. The City of Canby is in Oregon Liquor Control Commission (OLCC) District 2 and therefore the licenses expire on March 31.

Background

[Oregon State Statute \(ORS 471.166\)](#) explains that the OLCC may require a written recommendation from the local governing body where the applicant's business is located for liquor license renewals. Local governments may charge a processing fee of no greater than \$35 for a renewal. The City of Canby has adopted a Master Fee Schedule that allows for a \$35 fee per license renewal. License renewal fee notices from the City were mailed to licensees at the beginning of January.

Discussion

The Police Chief has reviewed the OLCC list of business located within the City of Canby that are eligible for the liquor license renewal and recommends approval of the OLCC liquor license renewal requests.

Attachments

List of renewals

Fiscal Impact

The fee for an annual liquor licenses is \$35 and are allocated to the General fund.

Options

1. Approve the request for renewal to the Oregon Liquor Control Commission (OLCC).
2. Deny request/s for renewal.

Recommendation

Approve the annual liquor license renewal requests.

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.

Memo

To: Mayor Brian Hodson & Members of City Council
From: Bret J. Smith, Chief of Police
CC: Melissa Bisset, City Recorder
Date: February 10, 2021
Re: Annual Liquor License Renewals

I have reviewed the OLCC list of businesses located within the City of Canby that are eligible for liquor license renewal. Please see the attached list of businesses that have been identified by OLCC.

I recommend the Canby City Council approve these requests for renewal to the Oregon Liquor Control Commission (OLCC).

License No./ Premises No.	Tradenname/Licensee/License Type	Premises Address & Phone	Premises Mailing Address
✓ Lic. 308572 Prem. 2577	7-ELEVEN STORE #2363-17845C JOLENE BAIRD O - OFF-PREMISES SALES	109 SE 1ST CANBY, OR 97013 503-266-5111	PO BOX 219088 DALLAS, TX 75221
✓ Lic. 306668 Prem. 2135	AMERICAN LEGION POST #122 CANBY AMERICAN LEGION #122 CANBY F-CLU - FULL ON-PREMISES SALES	424 NW 1ST CANBY, OR 97013 503-266-9235	PO BOX 121 CANBY, OR 97013
✓ Lic. 306787 Prem. 38418	BACKSTOP BAR & GRILL BACKSTOP INC F-COM - FULL ON-PREMISES SALES	211 N GRANT CANBY, OR 97013 503-263-6606	
✓ Lic. 320476 Prem. 60258	BISCUITS CAFE SHANNIKKI ENTERPRISES LLC F-COM - FULL ON-PREMISES SALES	1477 SE 1ST AVE #101 CANBY, OR 97013 503-263-3287	
✓ Lic. 310918 Prem. 38918	BLACKJACK DELI & MORE BLACKJACK DELI & MORE LLC L - LIMITED ON-PREMISES SALES	1110 SW 1ST AVE CANBY, OR 97013 503-651-9000	
✓ Lic. 318492 Prem. 61681	B'S BAKE SHOPPE ZITO GRUPPO LLC L - LIMITED ON-PREMISES SALES	113 NW 2ND AVE CANBY, OR 97013 503-266-2004	2719 A ST HUBBARD, OR 97032
✓ Lic. 310528 Prem. 57320	CANBY FOOD MARKET DS CANBY LLC O - OFF-PREMISES SALES	293 SW 1ST AVE CANBY, OR 97013 971-273-3635	4495 RIVER RD N KEIZER, OR 97303
✓ Lic. 306738 Prem. 57845	CANBY LIQUOR STORE ANDY DOERN INC O - OFF-PREMISES SALES	1433 SE 1ST AVE #104 CANBY, OR 97013 503-266-3562	
✓ Lic. 310535 Prem. 60747	CANBY PIONEER CHAPEL PERFORMIN CANBY PIONEER CHAPEL LLC L - LIMITED ON-PREMISES SALES	508 NW 3RD AVE CANBY, OR 97013 503-516-5166	PO BOX 254 AURORA, OR 97002
✓ Lic. 307555 Prem. 2572	CUTSFORTH THRIFTWAY GEF INC O - OFF-PREMISES SALES	225 NE 2ND CANBY, OR 97013 503-266-2016	
✓ Lic. 307557 Prem. 2572	CUTSFORTH THRIFTWAY GEF INC L - LIMITED ON-PREMISES SALES	225 NE 2ND CANBY, OR 97013 503-266-2016	
✓ Lic. 307252 Prem. 36262	DENNY'S RESTAURANT CANBY-DENN INC F-COM - FULL ON-PREMISES SALES	1369 SE 1ST AVE CANBY, OR 97013 503-421-6957	
✓ Lic. 310619 Prem. 49077	EBNER CUSTOM MEATS EBNER PROPERTIES LLC L - LIMITED ON-PREMISES SALES	272 N GRANT ST CANBY, OR 97013 503-266-5678	
✓ Lic. 310620 Prem. 49077	EBNER CUSTOM MEATS EBNER PROPERTIES LLC O - OFF-PREMISES SALES	272 N GRANT ST CANBY, OR 97013 503-266-5678	
✓ Lic. 307698 Prem. 54111	FOB TAPROOM MAV BIER LLC L - LIMITED ON-PREMISES SALES	1109 SW 1ST AVE STE D CANBY, OR 97013 503-263-2337	317 SE 15TH PL CANBY, OR 97013

License No./ Premises No.	Tradename/Licensee/License Type	Premises Address & Phone	Premises Mailing Address
✓ Lic. 307700 Prem. 54111	FOB TAPROOM MAV BIER LLC O - OFF-PREMISES SALES	1109 SW 1ST AVE STE D CANBY, OR 97013 503-263-2337	317 SE 15TH PL CANBY, OR 97013
✓ Lic. 307012 Prem. 28571	FRED MEYER #651 FRED MEYER STORES INC O - OFF-PREMISES SALES	1401 SE 1ST CANBY, OR 97013 503-797-7134	PO BOX 305103 NASHVILLE, TN 37230
✓ Lic. 310920 Prem. 13198	FULTANO'S PIZZA ROMINE PIZZA CO L - LIMITED ON-PREMISES SALES	715 SE 1ST CANBY, OR 97013 503-266-1444	
✓ Lic. 308409 Prem. 27957	GOLD DRAGON LAM P. PHAN F-COM - FULL ON-PREMISES SALES	204 SW 2ND CANBY, OR 97013 503-263-1877	
✓ Lic. 309479 Prem. 57990	GWYNN'S COFFEEHOUSE GWYNN'S COFFEEHOUSE LLC L - LIMITED ON-PREMISES SALES	190 NW 2ND AVE CANBY, OR 97013 503-910-1744	
✓ Lic. 307579 Prem. 35523	HWY 99 SOUTH CANBY QUIK MART HWY 99 SOUTH CANBY QUIK MART LLC O - OFF-PREMISES SALES	1120 SW 1ST CANBY, OR 97013 503-266-9515	
✓ Lic. 308845 Prem. 47726	JOY KITCHEN SHENG YING INC L - LIMITED ON-PREMISES SALES	314 NW 1ST AVE CANBY, OR 97013 503-266-8898	
✓ Lic. 308179 Prem. 47149	LA CONASUPER LA CONASUPER INC O - OFF-PREMISES SALES	733 SE 1ST AVE CANBY, OR 97013 503-830-2977	
✓ Lic. 309222 Prem. 42541	LA MIXTECA MARKET RUFINO ZURITA O - OFF-PREMISES SALES	205 SE 1ST CANBY, OR 97013 503-266-6757	PO BOX 251 CANBY, OR 97013
✓ Lic. 320130 Prem. 18856	LONE ELDER PIZZA LONE ELDER ENTERPRISES LLC L - LIMITED ON-PREMISES SALES	207 SW 1ST AVE #106 CANBY, OR 97013 503-266-1888	
✓ Lic. 308184 Prem. 25062	LOS DORADOS MEXICAN RESTAURAN LOS DORADOS INC F-COM - FULL ON-PREMISES SALES	1011 SW 1ST AVE CANBY, OR 97013 503-263-3940	
✓ Lic. 311030 Prem. 57062	LOS DOS AGAVES MEXICAN RESTAUF RAMIREZ & GONZALEZ LLC F-COM - FULL ON-PREMISES SALES	102 N IVY ST CANBY, OR 97013 503-266-1441	
✓ Lic. 307010 Prem. 3604	MIKE'S PLACE C H R S INC F-COM - FULL ON-PREMISES SALES	404 NW 1ST AVE CANBY, OR 97013 503-407-1240	1385 NE 12TH AVE CANBY, OR 97013
✓ Lic. 307011 Prem. 3604	MIKE'S PLACE C H R S INC O - OFF-PREMISES SALES	404 NW 1ST AVE CANBY, OR 97013 503-407-1240	1385 NE 12TH AVE CANBY, OR 97013
✓ Lic. 309125 Prem. 58267	MOMIJI JAPANESE SUSHI BAR YTZC INC F-COM - FULL ON-PREMISES SALES	1477 SE 1ST AVE #108 & 109 CANBY, OR 97013	641 HICKORY ST #120 ALBANY, OR 97321

License No./ Premises No.	Tradename/Licensee/License Type	Premises Address & Phone	Premises Mailing Address
✓ Lic. 308319 Prem. 36350	NUEVO VALLARTA RESTAURANT PUERTO VALLARTA RESTAURANTS IN F-COM - FULL ON-PREMISES SALES	1385 SE 1ST AVE #104 CANBY, OR 97013 503-266-1782	
✓ Lic. 309991 Prem. 57362	ODD MOE'S PIZZA ODD MOE'S PIZZA LLC O - OFF-PREMISES SALES	1017 SW 1ST AVE CANBY, OR 97013 503-781-1280	3985 RICH DR NE SALEM, OR 97305
✓ Lic. 310094 Prem. 57102	PIZZA SCHMIZZA PUB AND GRILL MCROBBIE PIZZA INC F-COM - FULL ON-PREMISES SALES	851 SW 1ST AVE #104 CANBY, OR 97013 503-263-2300	PO BOX 1166 CANBY, OR 97013 <i>180 SE 15th St, Canby</i>
✓ Lic. 308335 Prem. 57047	PUDDIN RIVER CHOCOLATES & WINE PUDDIN RIVER CHOCOLATES & CONF L - LIMITED ON-PREMISES SALES	1440 S IVY ST CANBY, OR 97013	
✓ Lic. 308336 Prem. 57046	PUDDIN RIVER CHOCOLATES & WINE PUDDIN RIVER CHOCOLATES & CONF O - OFF-PREMISES SALES	1440 S IVY ST CANBY, OR 97013	
✓ Lic. 308920 Prem. 45183	RITE AID #5325 THRIFTY PAYLESS INC O - OFF-PREMISES SALES	891 SE 1ST AVE CANBY, OR 97013 503-266-6381	PO BOX 3165 HARRISBURG, PA 17105
✓ Lic. 308027 Prem. 43700	ROUNDERS CANBY JTD ENTERPRISES LLC L - LIMITED ON-PREMISES SALES	224 NW 1ST AVE CANBY, OR 97013 503-705-0588	
✓ Lic. 308757 Prem. 36549	SAFeway STORE #2604 SAFeway INC O - OFF-PREMISES SALES	1055 SW 1ST AVE CANBY, OR 97013 503-266-5535	PO BOX 29096 MS 6531 PHOENIX, AZ 85038
✓ Lic. 308875 Prem. 48994	THAI CORNER CUISINE THAI CORNER CUISINE LLC L - LIMITED ON-PREMISES SALES	1109 SW 1ST AVE SUITE A CANBY, OR 97013 503-263-2442	
✓ Lic. 308861 Prem. 37095	THAI DISH THAI DISH INC L - LIMITED ON-PREMISES SALES	108 N IVY ST CANBY, OR 97013 503-263-9898	
✓ Lic. 308599 Prem. 21375	THE WILD HARE SALOON & CAFE SIDEWINDER INC F-COM - FULL ON-PREMISES SALES	1190 SW FIRST CANBY, OR 97013 503-651-4273	1109 SW 1ST AVE STE F CANBY, OR 97013
✓ Lic. 318831 Prem. 46053	TI-CANBY LLC TI-CANBY LLC <i>Buyer</i> O - OFF-PREMISES SALES	453 SE 1ST AVE CANBY, OR 97013 541-968-4575	1700 VALLEY RIVER DR #300 EUGENE, OR 97401
✓ Lic. 309102 Prem. 15427	TNT MARKET WHK INC O - OFF-PREMISES SALES	164 SE 1ST AVE CANBY, OR 97013 503-266-2020	
✓ Lic. 309183 Prem. 46515	WALGREENS #10893 WALGREEN CO O - OFF-PREMISES SALES	1080 SW 1ST AVE CANBY, OR 97013 503-263-1600	PO BOX 901 DEERFIELD, IL 60015
✓ Lic. 310780 Prem. 56092	WALLY'S CHINESE KITCHEN WALLY'S CHINESE KITCHEN INC L - LIMITED ON-PREMISES SALES	679 SE 1ST ST CANBY, OR 97013 503-266-2221	651 N KNOTT ST CANBY, OR 97013

License No./ Premises No.	Tradename/Licensee/License Type	Premises Address & Phone	Premises Mailing Address
✓ Lic. 309123 Prem. 60349	WAYWARD SANDWICHES WAYWARD HOSPITALITY LLC O - OFF-PREMISES SALES	117 NW 2ND AVE #120 CANBY, OR 97013 503-266-3100	4615 EXETER ST WEST LINN, OR 97068
✓ Lic. 309124 Prem. 60350	WAYWARD SANDWICHES WAYWARD HOSPITALITY LLC L - LIMITED ON-PREMISES SALES	117 NW 2ND AVE #120 CANBY, OR 97013 503-266-3100	4615 EXETER ST WEST LINN, OR 97068
✓ Lic. 309261 Prem. 2136	WILLAMETTE VALLEY COUNTRY CLUB WILLAMETTE VALLEY COUNTRY CLUB F-CLU - FULL ON-PREMISES SALES	900 COUNTRY CLUB PL CANBY, OR 97013 503-266-4066	PO BOX 988 CANBY, OR 97013
✓ Lic. 309262 Prem. 2136	WILLAMETTE VALLEY COUNTRY CLUB WILLAMETTE VALLEY COUNTRY CLUB O - OFF-PREMISES SALES	900 COUNTRY CLUB PL CANBY, OR 97013 503-266-4066	PO BOX 988 CANBY, OR 97013

Count for CANBY

49

Memo

To: Mayor Brian Hodson & Members of City Council
From: Bret J. Smith, Chief of Police
CC: Melissa Bisset, General Administration
Date: February 11, 2021
Re: Liquor License Application / Off-Premises, 1017 SW 1st
Avenue, Canby, Oregon

I have reviewed the attached liquor license application completed by Austin Russell, for the business, "Odd Moe's Pizza", located at 1017 SW 1st Avenue, Canby, Oregon, 97013.

On February 11, 2021, I spoke with the owner of the business, Mr. Austin Russell, and we discussed the expectations and responsibilities involving the sale of alcoholic beverages.

He explained he is very experienced selling of alcoholic beverages and he is aware that any employee selling alcoholic beverages must know the laws regulating the sale of alcoholic beverages and the consequences for failure to comply with the rules as set forth by Oregon State Law.

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



LIQUOR LICENSE APPLICATION

PRINT FORM

RESET FORM

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 st Location	Date application received and/or date stamp:
Brewery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
<input type="checkbox"/> Brewery-Public House (BPH) 1 st location	Name of City or County:
BPH Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
<input type="checkbox"/> Distillery	Recommends this license be:
<input type="checkbox"/> Full On-Premises, Commercial	
<input type="checkbox"/> Full On-Premises, Caterer	<input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Full On-Premises, Passenger Carrier	By: _____
<input type="checkbox"/> Full On-Premises, Other Public Location	Date: _____
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege (GSP) 1 st location	
GSP Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
<input type="checkbox"/> Limited On-Premises	OLCC USE ONLY
<input checked="" type="checkbox"/> Off-Premises	Date application received: <u>2-2-2021</u>
<input type="checkbox"/> Warehouse	Date application accepted: <u>2/2/21</u>
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 st Location	License Action(s): <u>yo</u>
Winery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
(4 th) <input type="checkbox"/> (5 th) <input type="checkbox"/>	

2. Identify the applicant(s) applying for the license(s). **ENTITY (example: corporation or LLC) or INDIVIDUAL(S)**¹ applying for the license(s):

Always open LLC

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See)		
<u>ODD MOE'S PIZZA</u>		
4. Business Address (Number and Street Address of the Location that will have the liquor license)		
<u>1017 SW 1st Ave</u>		
City	County	Zip Code
<u>Canby</u>	<u>Clackamas</u> Clatsop	<u>97013</u>

¹ **Read the instructions on page 1 carefully.** If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.



LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) <i>Odd moes Pizza</i>			
6. Does the business address currently have an OLCC liquor license? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in <u>OAR 845-004-0065[1].</u>) <i>1017 SW 1st Ave</i>			
City <i>Canby</i>	State <i>OR</i>	Zip Code <i>97013</i>	
9. Phone Number of the Business Location <i>(503) 263-8444</i>		10. Email Contact for this Application and for the Business <i>oddmoescanby@gmail.com</i>	
11. Contact Person for this Application <i>Austin Russell</i>		Phone Number <i>(503) 851-6445</i>	
Contact Person's Mailing Address (if different) <i>5245 Smith Rock St SE</i>	City <i>Salem</i>	State <i>OR</i>	Zip Code <i>97306</i>

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

ATTESTATION: **READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM**

I understand that marijuana is prohibited on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read OAR 845-005-0311 and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311[6]) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an unwaivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

Applicant(s) Signature

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one **INDIVIDUAL who is authorized to sign for the entity** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. **Applicants are still responsible for all information on this form.**

<i>Austin Russell</i>	<i>Austin Russell</i>	<i>01-08-21</i>	
App. #1: (PRINT NAME)	App #1: (SIGNATURE)	App #1: Signature Date	Atty. Bar Information (if applicable)
App. #2: (PRINT NAME)	App #2: (SIGNATURE)	App #2: Signature Date	Atty. Bar Information (if applicable)
App. #3: (PRINT NAME)	App #3: (SIGNATURE)	App #3: Signature Date	Atty. Bar Information (if applicable)
App. #4: (PRINT NAME)	App #4: (SIGNATURE)	App #4: Signature Date	Atty. Bar Information (if applicable)



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Always open Phone: (503) 851-6495

Trade Name (dba): odd moes pizza

Business Location Address: 1017 SW 13th Ave

City: Canby ZIP Code: 97013

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 11 AM to 10 pm
 Monday 11 AM to 10 pm
 Tuesday 11 AM to 10 pm
 Wednesday 11 AM to 10 pm
 Thursday 11 AM to 10 pm
 Friday 11 AM to 11 pm
 Saturday 11 AM to 11 pm

Outdoor Area Hours:

Sunday _____ to _____
 Monday _____ to _____
 Tuesday _____ to _____
 Wednesday _____ to _____
 Thursday _____ to _____
 Friday _____ to _____
 Saturday _____ to _____

The outdoor area is used for:

- Food service Hours: _____ to _____
 Alcohol service Hours: _____ to _____
 Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- Live Music Karaoke
 Recorded Music Coin-operated Games
 DJ Music Video Lottery Machines
 Dancing Social Gaming
 Nude Entertainers Pool Tables
 Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday _____ to _____
 Monday _____ to _____
 Tuesday _____ to _____
 Wednesday _____ to _____
 Thursday _____ to _____
 Friday _____ to _____
 Saturday _____ to _____

SEATING COUNT

Restaurant: _____ Outdoor: _____
 Lounge: _____ Other (explain): _____
 Banquet: _____ Total Seating: 2

OLCC USE ONLY

Investigator Verified Seating: _____ (Y) _____ (N)
 Investigator Initials: _____
 Date: _____

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

Applicant Signature: Quentin Russell Date: 01-08-21

1-800-452-OLCC (6522)
www.oregon.gov/olcc

(rev. 12/07)



LIQUOR LICENSE APPLICATION

PRINT FORM

RESET FORM

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3. Trade Name of the Business (Name Customers Will See)

ODD MOE'S PIZZA

4. Business Address (Number and Street Address of the Location that will have the liquor license)

1017 SW 1st Ave

City	County	Zip Code
<u>Canby</u>	<u>Clackamas</u> Clatsop	<u>97013</u>

¹ Read the instructions on page 1 carefully. If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.



LIQUOR LICENSE APPLICATION

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City <i>Canby</i>	State <i>OR</i>	Zip Code <i>97013</i>	
9. Phone Number of the Business Location <i>(503) 263-8444</i>		10. Email Contact for this Application and for the Business <i>oddmoescanby@gmail.com</i>	
11. Contact Person for this Application <i>Austin Russell</i>			Phone Number
Contact Person's Mailing Address (if different) 	City <i>Salem</i>	State <i>OR</i>	Zip Code <i>97306</i>

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

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<u>Austin Russell</u> App. #1: (PRINT NAME)	 App. #1: (SIGNATURE)	<u>01-08-21</u> App #1: Signature Date	_____ Atty. Bar Information (if applicable)
_____ App. #2: (PRINT NAME)	_____ App #2: (SIGNATURE)	_____ App #2: Signature Date	_____ Atty. Bar Information (if applicable)
_____ App. #3: (PRINT NAME)	_____ App #3: (SIGNATURE)	_____ App #3: Signature Date	_____ Atty. Bar Information (if applicable)
_____ App. #4: (PRINT NAME)	_____ App #4: (SIGNATURE)	_____ App #4: Signature Date	_____ Atty. Bar Information (if applicable)



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

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Trade Name (dba): Old Moes Pizza

Business Location Address: 1017 SW 13th Ave

City: Canby ZIP Code: 97013

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 Monday _____ to _____
 Tuesday _____ to _____
 Wednesday _____ to _____
 Thursday _____ to _____
 Friday _____ to _____
 Saturday _____ to _____

The outdoor area is used for:

- Food service Hours: _____ to _____
 Alcohol service Hours: _____ to _____
 Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- Live Music Karaoke
 Recorded Music Coin-operated Games
 DJ Music Video Lottery Machines
 Dancing Social Gaming
 Nude Entertainers Pool Tables
 Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday _____ to _____
 Monday _____ to _____
 Tuesday _____ to _____
 Wednesday _____ to _____
 Thursday _____ to _____
 Friday _____ to _____
 Saturday _____ to _____

SEATING COUNT

Restaurant: _____ Outdoor: _____
 Lounge: _____ Other (explain): _____
 Banquet: _____ Total Seating: 2

OLCC USE ONLY	
Investigator Verified Seating: _____(Y) _____(N)	
Investigator Initials: _____	
Date: _____	

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

Applicant Signature: _____ Date: 01-08-21

1-800-452-OLCC (6522)
www.oregon.gov/olcc

(rev. 12/07)



City of Canby

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

Phone: 503.266.4021
Fax: 503.266.7961
www.canbyoregon.gov

City Council Staff Report

DATE: February 17, 2021
TO: Honorable Mayor Hodson and City Council
THRU: Scott Archer, City Administrator
FROM: Julie Blums, Finance Director

Summary

Adoption of a Supplemental Budget Resolution for the 2020-2021 fiscal year.

Background

To maintain compliance with local budget law, a supplemental budget must be adopted to allow for the increase in expenditure appropriations.

Discussion

The City was awarded a Federal CARES Act grant through the State of Oregon. The funds need to be appropriated for expenditure on COVID-19 related expenses as outlined by the Federal Government. The net effect of the grant funds and expenditures is zero on the General Fund ending fund balance.

The Maple Park Splash Pad project was anticipated to be further along before the end of FY19-20 than actually happened. Therefore money was appropriated in FY19-20 that was not spent and needs to be appropriated in FY20-21. The funding source is a transfer from the SDC fund. Additionally, the Parks Board has requested to have several small maintenance projects completed before June 30 that were not included in the budget. The funds to pay for these projects will come from the Park Maintenance Fee Reserve.

Earlier this year a decision was made to contract out the Court Prosecutor duties in order to free up time for the City Attorney to focus on other City business. The time allocation for the City Attorney has changed from being charged to the Court to being charged to Administration, therefore a transfer of appropriation from the Court to Administration is needed to cover the reallocation of costs.

Additional appropriation is needed in the Not-Allocated Personnel Services line to cover several retirements/separations of long-term employees. These additional costs will be offset by cost savings in other departments.

The Waste Water Treatment Plant department appropriation need to be increased for the Primary Clarifier capital project. Final bids were received too late to be included in the adopted budget and the estimate that was budgeted is lower than the actual bids. This will come out of the Sewer Fund Balance.

Attachments

Resolution

Fiscal Impact

In most cases the net impact is zero, however the Parks and Waste Water adjustments will reduce the fund balances.

Options

1. Approve the supplemental budget as presented,
2. Make changes to the proposed supplemental budget
3. Do not approve the supplemental budget

Recommendation

Staff recommends that Council adopt Resolution No.

Proposed Motion

“I move to adopt Resolution, A Resolution Adopting a Supplemental Budget for FY 2020-2021.”

RESOLUTION NO.

A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR THE 2020-2021 FISCAL YEAR.

WHEREAS, the City of Canby budget for the 2020-2021 fiscal year was adopted by the City Council at a regular meeting thereof on Wednesday, June 16, 2020; and

WHEREAS, the City of Canby has unforeseen expenses; and

WHEREAS, a supplemental budget is required in order to appropriate funds; and

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

Section 1. Appropriations for the 2020-21 budget year are increased in the following amounts.

	Current Appropriation	Change	Revised Appropriation
General Fund			
CARES Act Grant Revenue	\$15,000	\$368,000	\$383,000
Not-Allocated Materials & Services	61,461	368,000	429,461
Reserved for Future Exp. Park Maint. Fee	197,571	(48,000)	149,571
Transfers In	250,000	32,000	282,000
Parks	1,239,083	80,000	1,319,083
Administration	580,012	37,000	617,012
Court	538,413	(37,000)	501,413
Human Resources/Risk Management	580,596	(29,000)	551,596
Finance	597,161	(24,000)	573,161
Economic Development	453,293	(32,000)	421,293
Not-Allocated Personnel Services	64,268	85,000	149,268
Sewer Fund			
Reserved for Future Expenditures	7,459,340	(303,000)	7,156,340
WWTP	2,673,370	303,000	2,976,370

This resolution shall take effect on February 17, 2021.

ADOPTED by the Canby City Council at a regular meeting thereof on February 17, 2021.

Brian Hodson, Mayor

ATTEST:

Melissa Bisset, City Recorder



City of Canby

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

Phone: 503.266.4021
Fax: 503.266.7961
www.canbyoregon.gov

City Council Staff Report

DATE: February 17, 2021
TO: Honorable Mayor Hodson and City Council
THRU: Scott Archer, City Administrator
FROM: Melissa Bisset, City Recorder/ HR Manager

Summary

The City Council recently expressed interest in changing the City Council regular meeting time back to 7:30 p.m. to accommodate for work sessions and work schedules.

Background

Prior to July 2018, the City Council met at 7:30 p.m. On April 4, 2018 the City Council passed Ordinance No. 1474 amending the start time of the City Council meeting to 7:00 p.m.

Discussion

On January 5th, 2021 Mayor Hodson suggested changing the start time of the regular meetings to 7:30 p.m. There was consensus by Councilors to change the time to 7:30 p.m. Because the start time is specified in the Canby Municipal Code, an ordinance is necessary to make the change. The proposed ordinance removes the specific time to a time to be set by the Canby City Council. This will allow for flexibility and timeliness in the future should the Council decide to change the time of the meetings.

Attachments

Ordinance No. 1543

Fiscal Impact

None.

Options

1. Adopt Ordinance No. 1543.
2. Not adopt Ordinance No. 1543.

Recommendation

None.

Proposed Motion

I move to adopt Ordinance No. 1543: An Ordinance amending Canby Municipal Code (CMC) Chapter 2.04.010 regarding Council Regular Meetings by changing the starting time of regular meetings at a time

to be set by the Canby City Council, with an effective date of March 17, 2021; repealing and replacing Ordinance No. 1474.

ORDINANCE NO. 1543

AN ORDINANCE AMENDING CANBY MUNICIPAL CODE (CMC) CHAPTER 2.04.010 REGARDING COUNCIL REGULAR MEETINGS BY CHANGING THE STARTING TIME OF REGULAR MEETINGS AT A TIME TO BE SET BY THE CANBY CITY COUNCIL, WITH AN EFFECTIVE DATE OF MARCH 17, 2021; REPEALING AND REPLACING ORDINANCE NO. 1474.

WHEREAS, the City of Canby Municipal Code has the time of the Regular City Council Meetings starting on the first and third Wednesday of every month at 7:00 p.m.

WHEREAS, Effective March 17, 2021 the City Council desires to have a meeting time that can be set by the Canby City Council with some flexibility for future Councils.

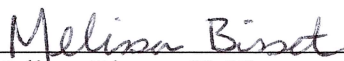
NOW, THEREFORE, THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:

Section 1. The Canby Municipal Code (CMC) Chapter 2.04.010 is hereby amended to read as follows:

§ 2.04.010 Regular Meetings.

Regular meetings of the Council shall be held on the first and third Wednesdays of every month ~~at 7:00~~ in the council chambers of the City Hall at a time to be set by the Canby City Council. In the event that the first or third Wednesday of the month is a holiday, the Council meeting shall be held on the following day.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, February 3, 2021, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on Wednesday, February 17, 2021, commencing at the hour of 7:00 p.m. in the Council Meeting Chambers located at 222 NE 2nd Avenue, 1st Floor, Canby, Oregon.



Melissa Bisset, CMC
City Recorder

PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on February 17, 2021 by the following vote:

YEAS _____ NAYS _____

Brian Hodson
Mayor

ATTEST:

Melissa Bisset, CMC
City Recorder



City of Canby

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

Phone: 503.266.4021
Fax: 503.266.7961
www.canbyoregon.gov

City Council Staff Report

DATE: February 17, 2021
TO: Honorable Mayor Hodson and City Council
THRU: Scott Archer, City Administrator
FROM: Jamie Stickel, Economic Development Department

Summary

The City of Canby re-opened the Requests for Expressions of Interest (RFEI) in February 2020 due to increasing interest in the former Canby Public Library, located at 292 N Holly Street. The RFEI yielded four proposals which the Canby City Council reviewed at a City Council Executive Session on May 6th, 2020. Following the meeting, city staff began negotiations with Oregon City Brewing Company for their “Canby Beer Library” concept.

Background

The former Canby Public Library has been vacant since 2016 when the City of Canby constructed the new Library and Civic Center on NE 2nd Avenue. The City has opened three RFEI’s in summer 2017, fall 2018, and February 2020. The 2017 and 2018 RFEI’s received three and four proposals respectively. In both cases, the City began negotiations with a company and after a period of time, determined the negotiations would not continue.

In 2019, the City explored the possibility of turning the building into a Public Market with spaces available for retail, restaurant, and office. The City worked with LRS Architects to further create renderings and create a cost estimate for the market. Jamie Stickel, Economic Development Director, also applied for and received a \$200,000 Oregon Main Street Revitalization Grant to assist with funding façade renovations on the building. The City received cost estimates of \$3.495 million for the renovations for the Public Market.

The City began to receive increased attention from individuals and companies interested in the lease and/or sale of the building. The City Council revisited the former Canby Public Library building at a January 15, 2020 work session. There was consensus among City Councilors to stop work on a potential Public Market and re-open the RFEI for the month of February 2020. At the May 6th Executive Session, the City Council reviewed the four proposals received and the consensus was to move forward with Oregon City Brewing Company with their proposal for the “Beer Library”.

Discussion

The Canby City Council negotiated with Oregon City Brewing Company regarding its “Canby Beer Library” proposal for the former library building. The proposal is to transform the former library building into a brewery/cidery, family-friendly arcade, two retail spaces, indoor food carts, and an indoor atrium. The business anticipated improvements to be up to \$1.495m, however, overtime they estimate the improvements could be as high as \$2.2 - \$2.3m. The agreed upon price was \$500,000 with a \$100,000 clause. The clause was presented in the form of a \$100,000 promissory note which is due if Oregon City Brewing Company does not complete a minimum of \$1,000,000 in upgrades.

Attachments

- Ordinance 1544
- Purchase and Sale Agreement
- Promissory Note

Fiscal Impact

Revenue of \$500,000.

Options

- Approve Ordinance 1544 regarding the purchase and sale agreement and promissory note for the former Canby Public Library building.
- Deny Ordinance 1544 regarding the purchase and sale agreement and promissory note for the former Canby Public Library building.

Recommendation

Staff recommends the City Council approve Ordinance 1544 regarding the purchase and sale agreement and promissory note for the former Canby Public Library building.

Proposed Motion

“I move to adopt Ordinance 1544, AN ORDINANCE AUTHORIZING THE CANBY CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH CANBY LIBRARY HOLDINGS, LLC. TO SELL THE FORMER CITY LIBRARY BUILDING LOCATED AT 292 N. HOLLY STREET, DECLARING IT NO LONGER NEEDED FOR PUBLIC USE, AND FINDING IT CONVENIENT TO SELL SAID PROPERTY.

ORDINANCE NO. 1544

AN ORDINANCE AUTHORIZING THE CANBY CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH CANBY LIBRARY HOLDINGS, LLC. TO SELL THE FORMER CITY LIBRARY BUILDING LOCATED AT 292 N. HOLLY STREET, DECLARING IT NO LONGER NEEDED FOR PUBLIC USE, AND FINDING IT CONVENIENT TO SELL SAID PROPERTY

WHEREAS, the City of Canby owns the 10,961 square foot single story building located at 292 N. Holly; and

WHEREAS, the city vacated the building in October 2016 when it moved its library operations and administration offices to its new Civic Center at 222 NE 2nd Avenue; and

WHEREAS, the real property being vacated will no longer be required to house city services; and

WHEREAS, City Council wants to return this strategically located building in the heart of Canby's downtown to the tax rolls, bring new businesses to downtown that will generate jobs, attract shoppers and visitors and activate the district during the day, evenings and weekends; and

WHEREAS, City Council directed staff to attract developers, tenants and businesses interested in leasing or owning the vacated building; and

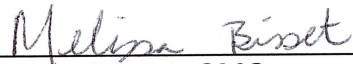
WHEREAS, City Council received and evaluated four proposals and selected Oregon City based developer Canby Library Holdings, LLC. to enter into exclusive negotiations for the property; and

WHEREAS, the developer will pay a purchase price of \$500,000 and invest at least \$1,000,000 in extensive renovations to the interior and exterior of the building to create office space, brewery and retail/restaurant space.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Canby, as follows:

1. The Canby City Council declares the real property described as 292 N. Holly, Tax Map 3S-1E-33CA, Tax Lot Number 7800, no longer needed for public use and authorizes the transfer of the City's fee simple interest in the real property.
2. The City Administrator and legal counsel are hereby authorized to take any and all actions necessary to facilitate the transfer from the city to a private developer.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, February 3, 2021, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on Wednesday, February 17, 2021, commencing at the hour of 7:00 p.m. in the Council Meeting Chambers located at 222 NE 2nd Avenue, 1st Floor, Canby, Oregon.



Melissa Bisset, CMC
City Recorder

PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on February 17, 2021 by the following vote:

YEAS _____ NAYS _____

Brian Hodson
Mayor

ATTEST:

Melissa Bisset, CMC
City Recorder

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of this ___ day of March, 2021 (the "Effective Date"), by and between CITY OF CANBY ("Seller") and CANBY LIBRARY HOLDINGS, LLC, an Oregon limited liability company ("Purchaser").

WHEREAS, Seller is the owner of that certain commercial property located at 292 N. Holly Street, Canby, Clackamas County, Oregon, more particularly described on Exhibit A;

WHEREAS, Seller declares the commercial property surplus and finds it in the best interests of City of Canby to sell said property; and

WHEREAS, Purchaser desires to purchase and Seller desires to sell such commercial property upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and the mutual agreements herein contained, Purchaser and Seller agree as follows:

1. Purchase - Sale.

Purchaser agrees to purchase from Seller and Seller agrees to sell to Purchaser the following (collectively, the "Property"): the land described on Exhibit A, and all tangible personal property (if any) owned by Seller and located on or affixed to the Real Property ("Personal Property").

2. Purchase Price.

The total purchase price for the Property ("Purchase Price") shall be Five Hundred Thousand and No/100 Dollars (\$500,000.00).

3. Payment of Purchase Price.

Purchase Price shall be paid by Purchaser to Seller through "Escrow Holder" (as defined below) as follows:

(a) Deposit. Within two (2) business days after the Effective Date, Purchaser shall deposit in "Escrow" (as defined below) a promissory note in the form of Exhibit C attached hereto (the "Note") in the amount of Five Thousand and No/100 Dollars (\$5,000.00). Within one (1) business day after Purchaser's waiver of the Inspection Contingency pursuant to Section 6(a) below, Purchaser shall convert the Note (and any additional deposits) to immediately available funds (the "Deposit"). Escrow Holder shall invest the Deposit held by it in a federally insured, interest-bearing account. The accrued interest shall be treated as part of the Deposit. If the Deposit is retained by the Seller, the Seller shall receive the interest. If the Deposit is returned to the Purchaser, the Purchaser shall receive the interest. If the sale of the Property as contemplated hereunder is consummated, the amount of the Deposit and the interest earned thereon, shall be credited against the Purchase Price at Closing.

(b) Cash Payment Due on Closing. At the Closing, Purchaser shall pay into Escrow, in immediately available funds, the remaining balance of the Purchase Price, after credit for the Deposit, plus such additional amounts as are assessed against Purchaser as “Closing Costs” as defined in Section 10.

4. Escrow.

The “Escrow Holder” shall be First American Title Insurance Company, 121 SW Morrison Street, Suite 300, Portland, OR 97204, Attention: Dona Kramer. The “Opening of Escrow” shall be deemed to be that date on which Escrow Holder receives from Seller a fully executed copy (or counterparts) of this Agreement. This Agreement shall serve as escrow instructions. Supplementary instructions may be provided in writing but only valid to the extent not inconsistent with this Agreement, or otherwise when executed by both Seller and Purchaser.

5. Preliminary Title Report, Title Insurance.

(a) Commitment. The “Title Company” shall be First American Title Insurance Company. Within five (5) business days of the Opening of Escrow, Seller, at its sole cost and expense, shall cause the Title Company to issue its commitment to insure Purchaser’s title in an amount equal to the Purchase Price (“Commitment”), and deliver copies of all documents referred to therein to Purchaser for its review and approval.

(b) Title Policy. At the Closing, Seller shall cause the Title Company, at Seller’s sole cost and expense, to issue to Purchaser a standard owners’ policy of title insurance showing fee title to the Property vested in Purchaser (the “Title Policy”). The issued Title Policy shall contain a liability limit in an amount equal to the Purchase Price for the Property and shall contain only those Permitted Exceptions shown in the Commitment accepted or deemed to have been accepted by Purchaser pursuant to Section 6(b). If Purchaser elects to obtain extended coverage title insurance and/or additional endorsements to the Title Policy, the cost of such extended coverage and/or endorsements shall be the responsibility of Purchaser, but Seller, without any obligation to incur any liability or expense or take any action to clear title, shall cooperate in executing such documents, certificates and affidavits as may be customarily and reasonable requested by the Title Company in order to issue the desired extended coverage and/or endorsements.

6. Conditions Precedent.

In addition to any other requirements or conditions to Closing, Purchaser’s obligations hereunder to purchase and pay for the Property shall be subject to the conditions precedent set forth in this Section 6, which shall be satisfied or may be waived in Purchaser’s sole discretion on or before the time and date specified below or before Closing if no time is specified.

(a) Inspection Contingency. Purchaser shall have until 5:00 p.m., Pacific Time, on the one-hundred and twentieth (120) day after the delivery of the Seller’s Documents (as defined in Section 6(c) below) (the “Inspection Period”) to inspect the Property and make whatever other inquiry it deems appropriate to determine the suitability of the Property for Purchaser’s intended use and the condition of the Property.

Purchaser may engage consultants or engineers of the Purchaser's choosing to conduct studies of the Property as the Purchaser deems necessary. The Purchaser shall indemnify and hold the Seller harmless from any loss, damage, or claim arising out of the Purchaser's access to the Property for the purpose of making tests, inspections, studies, and other investigations, except to the extent due to the gross negligence or willful misconduct of Seller or its agents, employees or contractors. Purchaser shall notify Seller in writing on or before the end of the Inspection Period whether or not Purchaser elects to proceed with the purchase of the Property pursuant to this Agreement. Purchaser's election to proceed with the purchase is referred to herein as "waiver of the Inspection Contingency". Failure of Purchaser to notify Seller of Purchaser's election to proceed with purchase of the Property shall constitute Purchaser's election not to proceed with the purchase of the Property whereupon Escrow Holder shall immediately return the Deposit to Purchaser. If Purchaser notifies Seller in writing at any time during the Inspection Period of its election not to proceed with the purchase of the Property, this Agreement shall be terminated and Escrow Agent shall immediately return the Deposit to Purchaser. Following Purchaser's waiver of the Inspection Contingency and continuing until Closing or termination of this Agreement, Seller shall not, without the prior written consent of Purchaser, enter into, modify, amend, terminate or otherwise alter the terms of (i) any existing or prospective lease of the Property, (ii) any contract or agreement which Purchaser has advised Seller will be assumed at Closing, or (iii) any other agreement or commitment affecting the Property which would be binding upon Purchaser following the Closing.

(b) Purchaser's Option to Extend the Inspection Period; Extension Deposit. Purchaser shall have one (1) option to extend the Inspection Period for ninety (90) days (the "Inspection Period Extension"). Purchaser may exercise the Inspection Period Extension, extending the Inspection Period for ninety (90) days, by:

- (i) providing written notice to Seller, and
- (ii) depositing into Escrow an additional, forfeitable Five Thousand and 00/100 Dollars (\$5,000.00) (the "Extension Deposit"), on or before the end of the then existing Inspection Period. This additional "Extension Deposit" becomes part of the Deposit for purposes of satisfying the liquidated damages in Section 15 below.

(c) Review of Commitment. Purchaser shall have until 5:00 p.m., Pacific Time, on the tenth (10th) business day after receipt of the Commitment, to notify Seller and Escrow Holder in writing of Purchaser's disapproval of any exceptions shown in the Commitment. All exceptions not expressly disapproved by Purchaser as provided herein shall be permitted exceptions ("Permitted Exceptions"). In the event of Purchaser's timely disapproval of any exceptions, Seller shall have five (5) business days within which to advise Purchaser whether or not it will eliminate any disapproved exceptions from the policy of title insurance to be issued in favor of Purchaser. If Seller fails to notify Purchaser within such five (5) business day period or notifies Purchaser that it elects not to eliminate any disapproved exception, or if Purchaser is not satisfied, in its discretion, with Seller's means of eliminating all exceptions, Purchaser shall have five (5) business days after the date Purchaser notifies Seller of the exceptions to which Purchaser

objects to notify Seller and Escrow Holder in writing that it elects not to purchase the Property, in which event this Agreement shall be terminated and Escrow Agent shall immediately return the Deposit to Purchaser. Except as otherwise expressly provided in this Agreement, the failure of Purchaser to notify Seller of its election not to purchase the Property within the aforementioned time limits shall be deemed an approval of the Commitment and election to proceed with the purchase. Notwithstanding anything to the contrary in this Agreement, in no event shall Purchaser be obligated to object to any monetary liens or encumbrances against the Property, and all such monetary liens and encumbrances shall be removed by Seller on or before the Closing Date (other than liens for property taxes which are not yet due and payable, which shall be pro-rated as provided for in Section 11).

(d) Seller Deliveries. Within five (5) business days following the Effective Date, Seller shall provide to Purchaser without any warranty or representation access to those documents set forth on Exhibit B in Seller's actual possession, without any obligation to procure such documents, and which are not subject to legal restriction as to disclosure ("Seller's Documents"). If this Agreement is terminated for any reason, within three (3) business days after such termination Purchaser shall either destroy or return to Seller copies of all documents concerning the Property provided by Seller to Purchaser.

(e) Seller Performance. Seller shall have performed all of its obligations hereunder in connection with the closing of the sale of the Property, and all of Seller's representations and warranties herein shall be true and correct in all material respects as of the Closing.

7. (a) Oregon Main Street Grant. It is anticipated by the parties that, subsequent to Closing, Purchaser should be eligible to apply certain grant funding made available to Seller by the State of Oregon. Seller shall use best efforts to assist Purchaser in applying for, utilizing, and seeking forgiveness for the successful application of the \$200,000 reimbursable grant (the "Oregon Main Street Grant") for future development of the Property pursuant to the terms of the Grant Agreement (2019 Oregon Main Street Revitalization). A copy of the Grant Agreement is attached hereto as Exhibit D and incorporated herein.

8. (b) Buyer's Additional Promissory Note. In addition to the cash consideration paid by Purchaser in the amount of five hundred thousand (\$500,000) dollars, Buyer will provide a promissory note relating to this transaction in the amount of one hundred thousand (\$100,000) dollars. Seller will hold this promissory note, and Purchaser will continue to owe this amount to Seller unless and until certain post-closing conditions are met to the satisfaction of Seller. This promissory note cannot be sold, conveyed, granted, or otherwise assigned without the prior written consent of Seller. This promissory note can only be satisfied by cash payment of one hundred thousand (\$100,000) dollars to Seller at any time, by requesting and receiving written release from Seller by demonstrating satisfactory improvements, or by successfully completing the proposed upgrades to Seller's satisfaction in an amount exceeding one million (\$1,000,000) dollars and then applying for and receiving written release of this promissory note by Seller. Seller's release will not be unreasonably withheld. Further, Purchaser cannot re-sale, grant, convey or otherwise assign this property until either this promissory note is paid or otherwise satisfied or the Seller gives prior written consent to the Seller for any such proposed transaction.

9. Pre-Closing Deliveries.

(a) By Seller:

(i) Deed. A Special Warranty Deed to the Real Property in favor of Purchaser with title vesting in Purchaser duly executed and acknowledged by Seller, conveying fee title to the Real Property (except those portions which are easements only), free of liens or encumbrances created or suffered by Seller, other than the Permitted Exceptions.

(ii) Bill of Sale. A bill of sale, duly executed by Seller, in favor of Purchaser, covering any Personal Property and Intangible Property, as is, where is, in its present condition, including all defects, and without warranties of merchantability or of fitness for a particular purpose with respect to the Personal Property.

(iii) Assignment of Leases and Contracts. Specific assignments in favor of Purchaser of the Leases, contracts and agreements, if any, relating to the Property, all in form reasonably satisfactory to Seller and approved by Purchaser.

(iv) Certificate of Non-Foreign Status. A certificate dated as of the Closing Date, addressed to Purchaser, duly executed by Seller, regarding Seller's non-foreign status.

(v) Other Documents. Such other instruments as are reasonably required by the Title Company or otherwise required to close the escrow and consummate the acquisition of the Property in accordance with the terms hereof.

(b) By Purchaser:

(i) Purchase Price. The Purchase Price as provided in Section 3 and Purchaser's share of the Closing Costs and Prorations as defined in Sections 10 and 11.

(ii) Assignment of Leases and Contracts. A counterpart of the Assignment of Leases and Contracts.

(iii) Other Documents. Such other instruments as are reasonably required by the Title Company or otherwise required to close the escrow and consummate the acquisition of the Property in accordance with the terms hereof.

10. Closing.

The “Closing” or “Closing Date” shall be no later than thirty (30) days after Purchaser’s waiver or satisfaction of the Inspection Contingency. At the Closing, when Escrow Holder has received the funds and the items to be delivered by Seller and Purchaser described in Section 8 above, and is prepared to issue and deliver the Title Policy in the form required by Section 5(b), Escrow Holder shall:

(a) Collect from Purchaser the Closing Costs described in Section 10, and such additional amounts, if any, as are assessed against Purchaser as a result of prorations pursuant to Section 11;

(b) Record the deed;

(c) Deliver to Seller the balance of the Purchase Price after deducting Seller’s share of the Closing Costs described in Section 10, and such additional amounts attributable to Seller as a result of prorations pursuant to Section 11;

(d) Deliver to Purchaser the Title Policy;

(e) Deliver to Purchaser the Bill of Sale, Assignment of Leases and Contracts, and Certificate of Non-Foreign Status; and

(f) Deliver to Seller and to Purchaser the additional items each is to receive at Closing as listed in Section 8.

11. Closing Costs.

Expenses of the escrow for the sale shall be paid one half by Purchaser and one half by Seller. Seller shall pay all documentary transfer taxes and the cost of the Title Policy. Purchaser shall pay the recording charges for the deed, the cost of any endorsements or extended coverage for the Title Policy and the cost of any survey update or new survey required to obtain extended coverage for the Title Policy.

12. Condition of Property and Improvements.

(a) AS-IS Sale. Seller is conveying, and Purchaser shall accept, the Property and the Improvements “AS IS” except for the express representations and warranties contained herein. Purchaser acknowledges that as of the Date of Closing, it shall have inspected the Property and determined that it is physically and economically suited for its intended use. Purchaser’s inspection shall have considered but shall not be limited to

leases, records of operation, electrical wiring, plumbing, pest, roof, elevator system, HVAC, dry rot, soils and structural, environmental assessment and any other aspect of the Property as reasonably required for Purchaser to evaluate the Property. Purchaser further acknowledges that Seller has made no other representations, warranties or agreements relating to the condition of the Property, the Personal Property, or the Improvements, including without limitation, the development potential of the Property, the present status of zoning or other governmental requirements affecting the Property, the availability of water or other services, or compliance with environmental laws and regulations and compliance with the Americans with Disabilities Act and regulations.

(b) Release of Seller. Purchaser hereby releases Seller and its officers, directors, partners, employees, and agents, and their respective heirs, successors, personal representatives and assigns, from and against any and all suits, causes of action, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorneys' fees and court costs and expenses of whatever kind and nature, in law or in equity, known or unknown, which Purchaser may have and which arise out of or are in any way connected with: (i) the use, maintenance, condition, operation, ownership and possession of the Property, except for a breach of this Agreement by Seller; and (ii) the use, generation, manufacture, storage, discharge, disposal, transportation or presence of Hazardous Materials on, under or above the Property. "Hazardous Materials" means: (a) any petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, or any mixture thereof, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes, wastes or substances or any other materials or pollutants which: (i) pose a hazard to the Property or the improvements upon the Property, or to persons on or about the Property, or (ii) cause the Property or the improvements upon the Property to be in violation of any federal, state or local law, ordinance, regulation, code, or rule relating to Hazardous Materials; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls; (c) any chemical, material or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," "waste" or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto; and (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Property or the owners and/or occupants of property adjacent to or surrounding the Property.

(c) Seller Representations. Notwithstanding the provisions of Section 12(a), as an inducement for Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser that each of the following statements will be true and correct as of the Closing:

(i) Seller is a municipality in good standing under the laws of its formation and authorized to do business in the State of Oregon.

(ii) The execution, delivery and performance of this Agreement, and all instruments or documents required hereunder, are within Seller's powers and have been duly authorized, and the person signing this Agreement on Seller's behalf is duly authorized to do so, and execution and delivery of this Agreement and the performance of the obligations and agreements contained in this Agreement will not (i) conflict with, constitute an event of default under, or result in a breach of or a violation of the provisions of any agreement or other instrument to which Seller is a party or (ii) require the consent or approval of any person not a party to this Agreement.

(iii) Neither Seller nor any person or entity that owns an equity interest in Seller nor any of its officers, directors or managing members is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism").

(iv) Seller is the Owner of the Property and has good title to the Property, free of liens and encumbrances except as shown on the Commitment.

(v) To Seller's actual knowledge, there is no litigation, action, suit, or other legal proceeding pending which affects the Property.

(vi) The Property is not in violation of any federal, state or local law, ordinance or regulation relating to Hazardous Substances, industrial hygiene or the environmental conditions on, under or about the Property including, but not limited to, soil and ground water condition. The term "Hazardous Substances" shall mean any flammable explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances and other related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal, state or local laws or regulations.

(vii) To Seller's actual knowledge, there is no material breach or default under or in respect of any lease, contract, permit, warranty, easement, encumbrance, or other agreement affecting the Property.

(viii) Seller has not committed nor obligated itself in any manner whatsoever to sell the Property to any party other than Purchaser.

(ix) There are no leases on the Property..

(d) Knowledge Defined. For purposes of this Agreement and any document delivered at Closing, whenever the phrase "to the best of Seller's knowledge" or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to the current actual knowledge of the Canby City Administrator, at the times indicated

only and not any implied, imputed or constructive knowledge, without any independent investigation having been made.

13. Risk of Loss.

The risk of loss or damage to the Property until closing shall be borne by the Seller. If, prior to closing, the Property shall be materially destroyed or damaged by any occurrence, or any action with respect to the Property shall be instituted by any public authority for condemnation pursuant to any power of eminent domain, Seller shall promptly notify Purchaser thereof and Purchaser shall have the option to terminate this Agreement by delivering written notice of its election to terminate to Seller within five (5) days after Purchaser is so notified by Seller. If Purchaser elects to terminate this Agreement, any sums paid by Purchaser hereunder shall be refunded in full and the Agreement shall thereafter be null and void and of no further force and effect. If Purchaser does not so elect to terminate this Agreement and closing is held and the Purchase Price has been paid, Purchaser shall be entitled to any award pursuant to any condemnation or eminent domain proceedings and to settle any loss with insurance carriers and to receive the proceeds of all insurance applicable to the loss.

14. Commissions.

(a) Purchaser Representation. Purchaser hereby represents and warrants to Seller that Purchaser has not incurred any obligation for the payment of any real estate broker's commission, finder's fee or other like sum in connection with the purchase of the Property from Seller, and Purchaser hereby agrees to indemnify and hold Seller harmless from and against any and all claims, demands, causes of action, and costs, including attorneys' fees and costs, made, brought or sought against or from Seller arising out of any agreement for the payment of a real estate broker's commission, finder's fee or other like sum entered into between Purchaser and a third party in connection with the sale of the Property to Purchaser.

(b) Seller Representation. Seller hereby represents and warrants to Purchaser that Seller has not incurred any obligation for the payment of any real estate broker's commission, finder's fee or other like sum in connection with the sale of the Property to Purchaser, and Seller hereby agrees to indemnify and hold Purchaser harmless from and against any and all claims, demands, causes of action and costs, including attorneys' fees and costs, made, brought or sought against or from Purchaser arising out of any agreement for the payment of a real estate broker's commission, finder's fee or other like sum entered into between Seller and any other third party in connection with the sale of the Property to Purchaser.

15. Effect of Acceptance.

Upon acceptance, this offer will become an Agreement binding upon and inuring to the benefit of Purchaser and Seller and their respective heirs, legal representatives, successors and assigns, and will be deemed to contain all the terms and conditions agreed upon, it being agreed that there are no conditions, representations, warranties, covenants, or agreements not contained herein or in the Exhibits hereto. Any subsequent conditions, representations,

warranties, covenants or agreements will not be valid and binding upon the parties unless in writing and signed by both parties.

16. Remedies; Purchaser's Release.

(a) Liquidated Damages. It is acknowledged by the parties that it would be extremely difficult and impracticable, if not impossible, to ascertain with any degree of certainty, prior to execution of this Agreement, the amount of damages that would be suffered by Seller in the event of Purchaser's failure to perform under the terms hereof. The parties, having made diligent but unsuccessful attempts to ascertain the actual compensatory damages Seller would suffer in the event of Purchaser's nonperformance of any obligation hereunder, or the failure of Purchaser to perform under the terms of this Agreement, hereby agree that the reasonable estimate of said damages is the amount of the Deposit. Therefore, in the event Purchaser fails to perform its obligations under this Agreement and, by reason of such nonperformance, the Closing shall fail to occur on the Closing Date or is canceled or terminated: (i) Seller may, as its exclusive remedy, retain the Deposit (together with accrued interest thereon) as liquidated damages; and (ii) Escrow Holder is hereby irrevocably instructed to immediately release the Deposit (if not previously released) to Seller upon receipt of written demand from Seller, without liability or further notice to or instructions from Purchaser (and notwithstanding any inconsistent unilateral instruction which may be deposited with Escrow Holder by Purchaser). Notwithstanding anything to the contrary herein, the amount retained by Seller as liquidated damages shall not exceed the maximum amount allowed pursuant to applicable law. Seller shall be entitled to recover, in addition to such liquidated damages, any damages incurred by Seller in enforcing this liquidated damages clause.

(b) Purchaser's Remedies. If all conditions precedent set forth in this Agreement have been waived or satisfied, and Seller fails or refuses to convey the Property to Purchaser, then Purchaser, as its exclusive remedy in such event and in lieu of any other relief, may either:

(i) Terminate this Agreement by giving Seller and Escrow Holder notice of termination and recover all amounts deposited in Escrow by Purchaser; or

(ii) Tender performance of all of its obligations hereunder and seek to specifically enforce Seller's obligation to convey the Property to Purchaser.

17. No Waiver.

Except as herein expressly provided, no waiver by a party of any breach of this Agreement or of any warranty or representation hereunder by the other party shall be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a party after any breach of this Agreement or of any representation or warranty hereunder by such other party, whether or not the first party knows of such breach at the time it accepts such payment or performance shall be a waiver of any preceding breach other than the failure to pay the amount so accepted or the failure to perform the tasks accepted. No failure or delay by a

party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

18. Notices.

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile with confirmation of receipt, or (d) by a commercial overnight courier that provides next day delivery and provides a receipt, and such notices shall be addressed as follows:

To Seller: Scott Archer
 222 NE 2nd Ave.
 Canby, OR 97013

To Purchaser: Attn: Bryce Morrow
 Canby Library Holdings, LLC
 2115 SE Grant Street
 Portland, Oregon 97214

with a copy to: James Bruce
 7420 SW Bridgeport Road, Suite 101
 Portland, OR 97224
 Telephone No.: 503-620-0114

19. Tax-Deferred Exchange.

Each party reserves the right to incorporate this transaction into tax-deferred exchanges of properties pursuant to the Internal Revenue Code, in which case, the other party agrees to fully cooperate in effectuating such exchanges, including executing exchange agreements, assignments and novation agreements if requested by the exchanging party, provided the other party shall incur no additional escrow costs or liability as a result of cooperating therein. This Agreement is not contingent upon qualifying this transaction as a tax-deferred exchange and if the contemplated exchanges shall fail to occur, the sale of the subject property shall then proceed to be consummated as provided herein.

20. Assignment.

Purchaser's rights and obligations hereunder shall not be assignable without the prior written consent of Seller, except to an entity which is controlled by or under common control with Purchaser. Purchaser shall provide Seller prompt notice of any such permitted assignment. Purchaser shall in no event be released from any of its obligations or liabilities hereunder in connection with any assignment. Subject to the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

21. Attorney Fees.

If either party files any action or brings any proceeding against the other arising from this Agreement, or is made a party to any action or proceeding brought by the Escrow Holder, then as between Purchaser and Seller, the prevailing party shall be entitled to recover as an element of its cost of suit, and not as damages, reasonable attorneys' fees and costs. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorney fees or costs. No sum for attorneys' fees and costs shall be included in calculating the amount of a judgment for purposes of deciding whether a party is entitled to its costs or attorneys' fees. For purposes of this Agreement, "attorneys' fees" shall include, at trial, on appeal, discretionary review, bankruptcy or otherwise.

22. Governing Law.

This Agreement is governed by and will be construed in accordance with the laws of the State of Oregon.

23. Survival.

All representations, warranties, covenants and obligations set forth in this Agreement shall survive Closing and be fully enforceable for a period of twelve (12) months thereafter except Buyer's Promissory Note (from Section 7(b)) shall survive until paid or other satisfaction, whichever comes first.

24. Time of Essence.

Time is of the essence of each of the obligations of each party hereunder and specifically the Closing Date. Purchaser understands that Seller is obligated under law to proceed as a governmental entity with processes that are less timely than private transactions afford, including the ordinance process necessitated by the City of Canby Charter.

25. Counterparts.

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

26. Invalidity of Provisions.

If any provision of this Agreement is found to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity of and enforceability of the remaining provisions of the agreement.

27. Operation of Property.

From and after the Effective Date and until the Closing or earlier termination of this Agreement, Seller shall, except as otherwise specifically provided herein, operate, manage, maintain and repair the Property in accordance with current business practices.

28. Counting of Days.

Whenever a time period set forth in this Agreement would otherwise expire on a Saturday, Sunday, or banking or federally recognized holiday, such time period shall be deemed extended to the next following day which is not one of the foregoing.

29. Nondisclosure.

Purchaser shall not disclose the existence of this Agreement, the terms and conditions of this Agreement, or any of the Seller's Documents to any third parties other than Purchaser's lenders, consultants and advisors on a need to know basis (and with the understanding that such lenders, consultants and advisors shall be bound by this nondisclosure obligation). Purchaser acknowledges that breach of this obligation will adversely affect the operation of Seller's business, and Seller shall be entitled to obtain injunctive relief to remedy any wrongful disclosure by Purchaser.

30. Statutory Disclaimer.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement in two duplicate originals on the date set forth below.

SELLER:

PURCHASER:

CITY OF CANBY

CANBY LIBRARY HOLDINGS, LLC

By: _____
Canby City Administrator

By: _____
BryceMorrow, Member

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

SELLER'S DOCUMENTS

Preliminary Title Report, including copies of all exceptions.

ALTA Survey, if any.

Soils Report, if any.

Architectural and/or engineering plans, if any.

Copies of all governmental notices, CC&Rs, permits, and approvals received, obtained, or held by the Seller relating to the construction, operation, use, occupancy of any part of the Property, including improvements.

Certificates of insurance evidencing policies of insurance in effect at the Property.

All other contracts, agreements, and other material documents pertaining to the Property that Seller has in its possession and which will be binding upon Purchaser after closing.

Copies of all lease agreements and amendments for all tenants.

EXHIBIT C

NOTE

\$5,000.00

March ____, 2021

CANBY LIBRARY HOLDINGS, LLC, promises to pay to the order of CITY OF CANBY, the sum of FIVE THOUSAND 00/100 DOLLARS (\$5,000.00).

This Note is due and payable within one (1) business day following the expiration of the Inspection Period as set forth in Section 6(a) of that certain Purchase and Sale Agreement dated March ____, 2021, between CITY OF CANBY (“Seller”) and the CANBY LIBRARY HOLDINGS, LLC (“Purchaser”). After that due date, this Note will bear interest at the rate of nine percent (5%) per annum.

This Note is given as an earnest money deposit under the previously-referenced Purchase and Sale Agreement between Purchaser and Seller. In the event of any dispute between said parties, the provision for attorney fees in that Agreement shall expressly apply.

PURCHASER:

CANBY LIBRARY HOLDINGS, LLC,
an Oregon Limited Liability Company

By: _____

Its: _____

Date: _____

PROMISSORY NOTE

\$100,000.00

Canby, Oregon
February 17, 2021

For value received, the undersigned (hereinafter "Borrower"), promises to pay in lawful money of the United States to the order of the CITY OF CANBY, CLACKAMAS, OREGON (hereinafter "Holder"), the principal sum of One-Hundred-Thousand-Dollars (\$100,000), together with interest as provided below.

The unpaid balance of the Promissory Note dated above shall bear interest at the rate of 0% per annum from the date of this Note until the Note is fully paid or otherwise satisfied through the specific performance noted herein.

All payments to Holder shall be made to the CITY OF CANBY, CLACKAMAS, OREGON at 222 NE 2nd Ave., Canby, OR 97013, or to such other place as Holder may designate by notice to the undersigned.

This Note can be satisfied and deemed paid in full by applying for and receiving written release of satisfactory improvements by Holder to the property at 292 N. Holly St., Canby, OR 97013 (hereinafter "Property") or by submitting written documentation to Holder verifying upgrades exceeding One-Million Dollars (\$1,000,000) to the Property. In the event the Property is sold, granted, conveyed, or otherwise assigned this Note is due immediately and without delay.

The invalidity, or unenforceability in particular circumstances, of any provision of this Note shall not extend beyond such provision or such circumstances and no other provision of this instrument shall be affected thereby.

This Note may be prepaid, in whole or in part, at any time without penalty.

The Holder acknowledges that this Note is subordinate to any and all other Notes or forms of debt that the company has or may acquire in the future that specifically and only relate to this specific real property located at 292 North Holly Street, Canby, Oregon.

This Note and all the covenants, promises and agreements contained herein shall be binding upon and inure to the benefit of the respective legal and personal representatives, devisees, heirs, successors, and assigns of Borrower and the Holder hereof.

All parties to this Note hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against the other. This waiver of jury doesn't waive the rights of the parties in regard to court trials of proper jurisdiction.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES, AND COMMITMENTS MADE BY HOLDER AFTER OCTOBER 3, 1989, CONCERNING LOANS AND OTHER CREDIT EXTENSIONS, WHICH ARE NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE, MUST BE IN WRITING, EXPRESS CONSIDERATION, AND BE SIGNED BY HOLDER TO BE ENFORCEABLE.

PRIOR TO SIGNING THIS NOTE, BORROWER HAS READ AND UNDERSTANDS ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE INTEREST PROVISIONS, AND BORROWER AGREES TO THE TERMS OF THIS NOTE. BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS NOTE.

CANBY LIBRARY HOLDINGS, LLC

By: Bryce Morrow, Member

OREGON CITY BREWING COMPANY



Jamie Stickel
Economic Development Director
City of Canby
February 3, 2021

Bryce Morrow
bryce@ocbeerco.com

1401 Washington Street
Oregon City, OR
97045

Dear Jamie,

Please see enclosed proposal for the former library located at 292 N. Holly Street.

Type of business or use (Description, hours of operation, etc.):

"The Beer Library" is a multi-use, family-friendly brewery that aims to be a living room for the community. By peeling back a portion of the roof, we will create an outdoor courtyard that is the heart of this project. Adjacent to the courtyard and bar are three indoor food carts offering diverse cuisines. The food carts will be permanent fixtures with grease traps, electrical, direct ventilation, and will provide an incubator opportunity to fledgling restaurateurs. Our brewery has won a total of seven medals within the past two years in renowned national and local competitions, including the Great American Brewfest, Best of Craft Beer Awards, and Oregon Beer Awards. Our full selection of small-batch beers and non-alcoholic sodas will be on tap from the bar positioned in the center of the building. The brewery production area will be the permanent home for our burgeoning barrel aging and blending operations. The production area can transform into an event space reserved for non-profits, community organization, and private parties. Adjoining

the courtyard are three light-filled retail spaces with factory-style windows and rollup doors connecting to NW 3rd Ave. One retail space will house an arcade that connects directly to the brewpub atmosphere. We will seek complementary businesses to lease the remaining two remaining retail spaces. Business hours will be similar to our other location: 11am to 10pm Monday - Thursday, 11am to 11pm Friday - Saturday, 11am to 9pm Sunday, open 363 days per year. The interior design will embrace the building's former use with simple, durable, and honest materials that will change over time. Lest they forget they are in an old library, an extensive collection of books will be available for patrons to browse.

Terms: We respectfully offer Five-Hundred Thousand Dollars (\$500,000) for 292 N. Holly Street.

Building changes, investments, or tenant improvements needed:

Please see enclosed preliminary drawings.

We estimate total soft costs of \$311,543, hard costs of \$832,779, FF&E of \$226,195, contingencies of \$124,917. Total project cost of \$1,495,434. In 2019, the city of Canby was awarded a matching Oregon Main Street grant of \$200,000 to assist in the redevelopment of the former library building. It is important that this grant be applied to this project to defray costs.

Describe the number, types and wages of jobs to be created: An estimated six full-time and seven part-time employees will be

employed as part of the brewery and bar operations. Average wages for our front of the house employees in 2019 was \$24.85 per hour. Medical/dental insurance and retirement matching contributions are offered to all full-time employees. Approximately six full-time and three part-time employees will be employed by the food carts that will lease space from us. The two micro-retail spaces will provide a terrific opportunity for similarly aligned entrepreneurs and their employees.

How does this proposal fit the selection criteria? Other additional details?

We are an experienced and organized team that has a proven track record of adaptive reuse projects and successful hospitality operations. In Oregon City, we transformed an abandoned carpet store into a gathering place for the community after a 78-day construction period.

In 2019 alone, we donated \$12,234 to local non-profit and community organizations. Giving back to our community is central to our purpose.

You will likely receive other proposals from speculative developers that can offer a higher price, but none that will provide such a lasting impact to downtown. We will provide the certainty of an established owner-operator who will become a fixture in Canby for decades to come. We were the first brewery to operate in Oregon City since Jacob Mader's Oregon City Brewery closed in 1895. We

relish the opportunity to be the first brewery in Canby. We exist for two reasons. To make excellent craft beer, and to build community.

Thank you for your consideration.

Sincerely,



Bryce Morrow

Oregon City Brewing Company - Managing Partner

Enc: Building Concept Drawings

Beer Library Logo Exploration

Before / After Pics



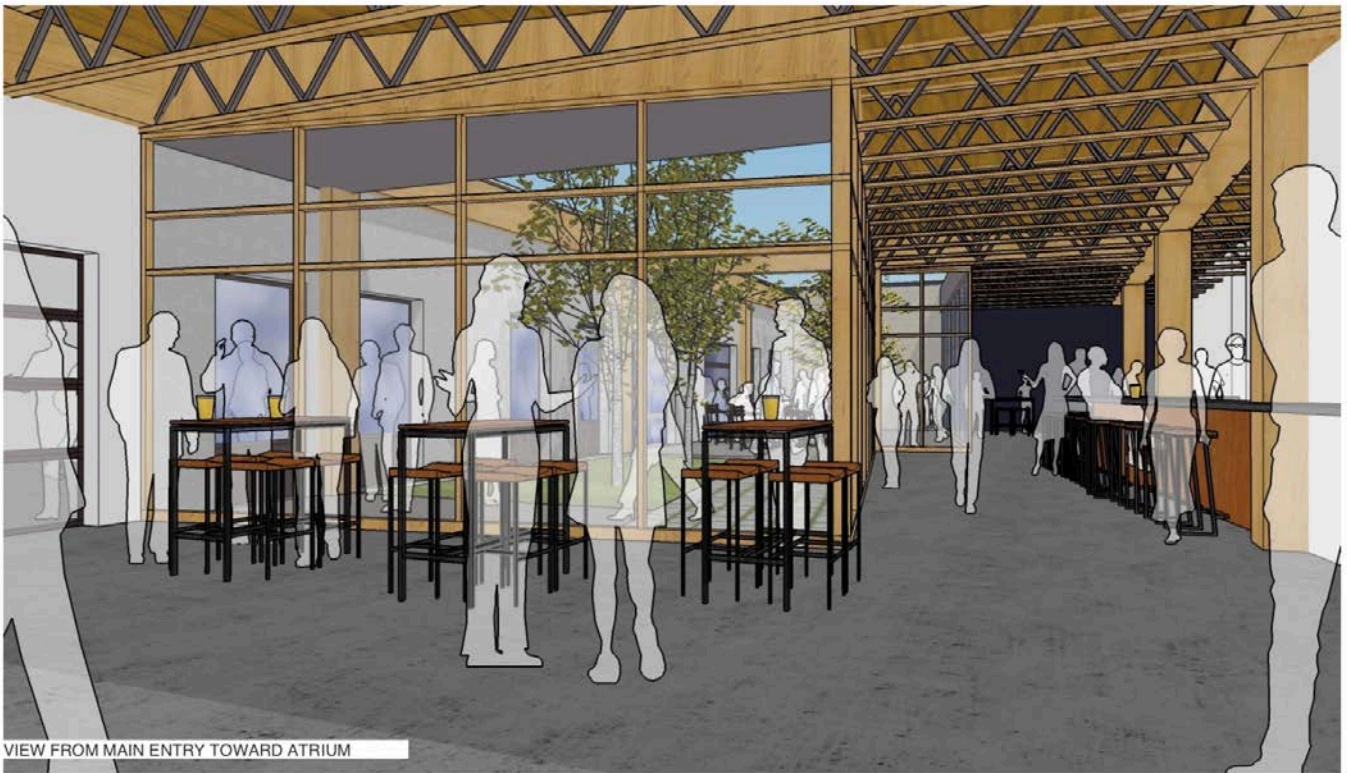
OCB - CANBY

CONCEPT 1c
2/15/2020
PAGE 1 of 4



OCB - CANBY

CONCEPT 1c
2/15/2020
PAGE 2 of 4



VIEW FROM MAIN ENTRY TOWARD ATRIUM

OCB - CANBY

CONCEPT 1c
2/15/2020
PAGE 3 of 4



VIEW FROM ATRIUM TOWARD MAIN ENTRY

OCB - CANBY


CONCEPT 1c
2/15/2020
PAGE 4 of 4

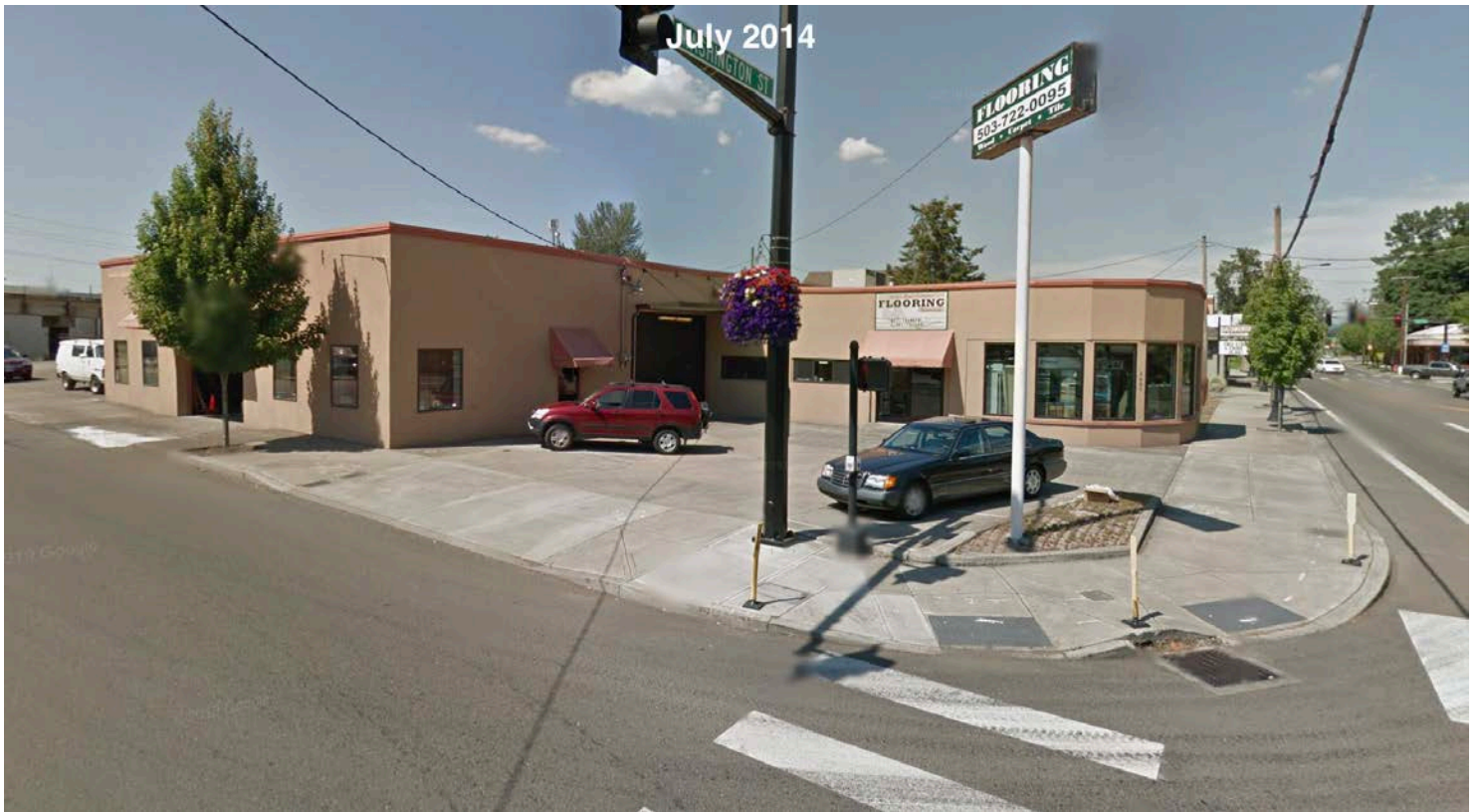
Branding Exploration

A
THE BEER  LIBRARY

B
THE BEER  LIBRARY

C
THE
CANBY
BEER 
LIBRARY

D THE
CANBY
BEER 
LIBRARY
EST. 2021



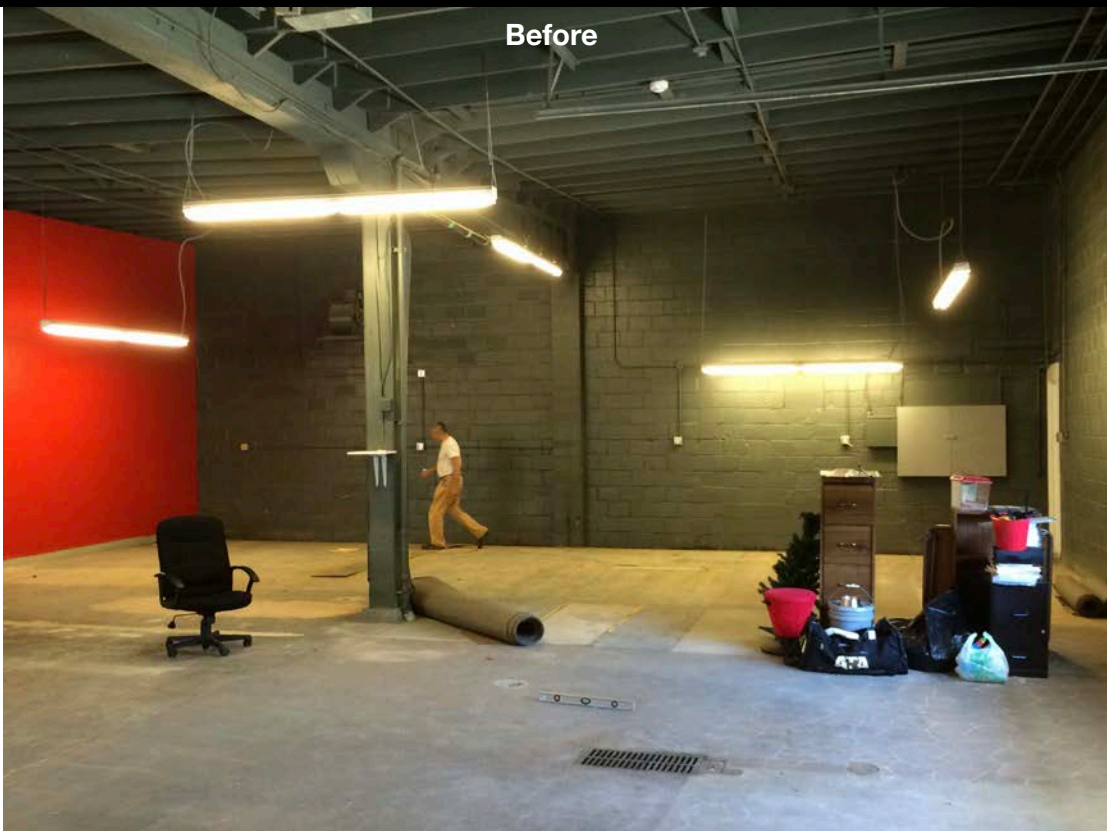
Before



After



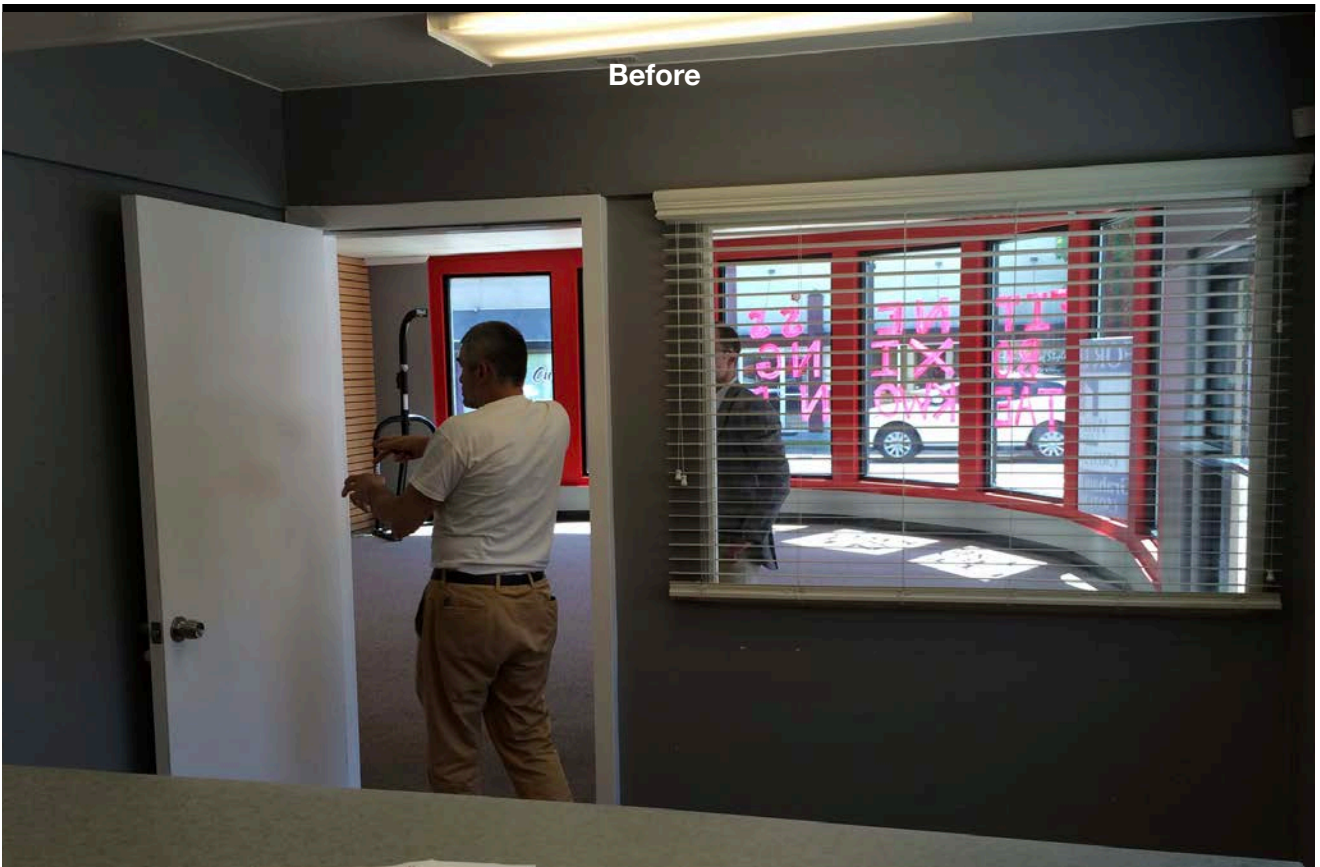
Before



After



Before



After



Cheers!



FIRST AMERICAN TITLE Property Research Report

SUBJECT PROPERTY

292 N Holly St
00791593
31E33CA07800
Clackamas

OWNER

City Of Canby

DATE PREPARED

01/25/2021

PREPARED BY

ereyes-garcia@firstam.com



First American Title

Customer Service 503.219.8746
cs.oregon@firstam.com

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First American Title™

Customer Service Department
 Phone: 503.219.7R10 (8746)
 Fax: 503.790.7872
 Email: cs.oregon@firstam.com
 Date: 1/25/2021

OWNERSHIP INFORMATION

Owner: City Of Canby

Parcel #: 00791593

CoOwner:

Ref Parcel #: 31E33CA07800

Site: 292 N Holly St Canby OR 97013

TRS: 03S / 01E / 33 / SW

Mail: PO Box 930 Canby OR 97013

County: Clackamas

PROPERTY DESCRIPTION

Map Grid: 746-C6
 Census Tract: 022904 Block: 2020
 Neighborhood: CAN - Canby
 School Dist: 86 Canby
 Impr Type:
 Subdiv/Plat: Canby
 Land Use: 201 - Commercial land improved
 Std Land Use: CMSC - Commercial Miscellaneous
 Zoning: Canby-C1 - Central Business District
 Lat/Lon: 45.263833 / -122.694512
 Watershed: Lower Molalla River
 Legal: 14 CANBY LTS 7&8 BLK 12|Y|183,641

ASSESSMENT AND TAXATION

Market Land: \$228,480.00
 Market Impr: \$1,252,990.00
 Market Total: \$1,481,470.00 (0)
 % Improved: 85.00%
 Assessed Total: \$924,437.00 (2020)
 Levy Code: 086-042
 Tax: \$0.00 (2020)
 Millage Rate: 17.3648
 Exemption:
 Exemption Type: Cities and Towns

PROPERTY CHARACTERISTICS

Bedrooms:	Total SqFt:	Year Built: 1973
Baths, Total:	First Floor:	Eff Year Built:
Baths, Full:	Second Floor:	Lot Size Ac: 0.26 Acres
Baths, Half:	Basement Fin:	Lot Size SF: 11,500 SqFt
Total Units:	Basement Unfin:	Lot Width:
# Stories:	Basement Total:	Lot Depth:
# Fireplaces:	Attic Fin:	Roof Material:
Cooling:	Attic Unfin:	Roof Shape:
Heating:	Attic Total:	Ext Walls:
Building Style:	Garage:	Const Type:

SALES AND LOAN INFORMATION

Owner	Date	Doc #	Sale Price	Deed Type	Loan Amt	Loan Type
	07/01/1989	1989-030971	\$343,000.00			
CITY OF CANBY		1989-030971	\$343,000.00	Deed		Conv/Unk

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.



First American Title™

Parcel ID: 00791593

Site Address: 292 N Holly St

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

Street Map



First American Title™

Parcel ID: 00791593

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

WARRANTY DEED - STATUTORY FORM
(INDIVIDUAL or CORPORATION)

WALTER R. DANIELS AND VIRGINIA E. DANIELS , HUSBAND AND WIFE

Grantor, conveys and warrants to

CITY OF CANBY, A MUNICIPAL CORPORATION

Grantee, the following described real property free of encumbrances except as specifically set forth herein:

Lot 7 and 8, Block 12, CANBY, in the County of Clackamas and State of Oregon.
(MAP AND TAX LOT NO. 31E 33CA 07800)

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses.

ENCUMBRANCES:

EASEMENTS OF RECORD.

The true consideration for this conveyance is \$343,000.00.

Dated this July 17, 1989; if a corporate grantor, it has caused its name to be signed by order of its board of directors.

Walter R. Daniels
WALTER R. DANIELS

Virginia E. Daniels
VIRGINIA E. DANIELS

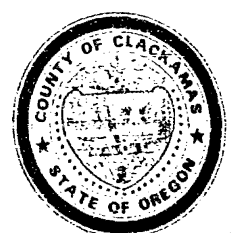
CHICAGO TITLE INSURANCE CO. CS8/20

NOTARY PUBLIC
STATE OF OREGON,
County of Clackamas)
Dated this July 17, 1989
Personally appeared the above named
WALTER R. DANIELS and VIRGINIA E. DANIELS
and acknowledged the foregoing instrument
to be his/her/their voluntary act and
deed.

STATE OF OREGON)
County of Clackamas)
I, John F. Kauffman, County Clerk, for the County of Clackamas, do hereby certify that the instrument of writing was received for recording in the records of said county at

Before me:
Walter R. Daniels
Notary Public for Oregon
My commission expires: 10-22-91

1989 JUL 19 AM 10:27



After recording return to:
CITY OF CANBY
182 W. Holly
Canby, Oregon 97013

Until a change is requested all tax statements shall be sent to the following address:
SAME AS ABOVE

Witness my hand and seal of office
John F. Kauffman
John F. KAUFFMAN
County Clerk
Recording Certificate
CCF-84 (rev. 12/87)
89 30971

4705 ED

89 30971



City of Canby

PO Box 930 Phone: 503.266.4021
222 NE 2nd Ave Fax: 503.266.7961
Canby, OR 97013 www.canbyoregon.gov

DECLARATION OF STATE OF EMERGENCY

TO: Tom Heider, Public and Government Affairs
Clackamas County office of Emergency Management

FROM: Mayor Brian Hodson, City of Canby OR

At 3:38 PM on February 13, 2021,

A severe winter storm is occurring within the State of Oregon, Clackamas County. Heavy ice and snow began on February 12 and is expected to continue through February 14, 2021. City facilities and many residents are currently without power and internet communications in the City. Heavy ice has caused many roads to be closed and are extremely dangerous. Clackamas County declared a local State of Emergency on February 13, 2021. Governor Kate Brown has also declared a State of Emergency over several counties including Clackamas County due to the severe winter weather that has caused extensive damage, the loss of power and communication and critical transportation failures.

Therefore, pursuant to Canby Municipal Code (CMC) 2.52.050, as Mayor of the City of Canby, I hereby declare a State of Emergency in the City of Canby, Clackamas, Oregon as of the date and time above:

Taking this action triggers the regulation and control powers vested in the Canby City Council under CMC 2.52.070. It allows the Mayor and City staff greater flexibility to quickly address hazards posed by the winter storm by facilitating more expedient coordination with public agencies and quicker deployment of resources and staffing to safeguard the community. It also provides for the ability to modify work schedules of emergency responders to meet reduced staffing or increased emergency responses due to the winter storm. The state of emergency declaration provides the City with the latitude to coordinate an effective response by redirecting funding for emergency use as needed and suspending standard procurement procedures. Additionally, the designation aides the City's efforts when requesting assistance and/ or reimbursement for expenditures related to the winter storm response.

This declaration will need to be approved as soon as possible by the Canby City Council.

The geographic boundaries of the emergency are: The City Limits of Canby OR 97013.

WE DO HEREBY DECLARE THAT A STATE OF EMERGENCY NOW EXISTS IN THE CITY OF CANBY AND THAT THE CITY HAS EXPENDED OR WILL SHORTLY EXPEND ITS NECESSARY AND AVAILABLE RESOURCES. WE RESPECTFULLY REQUEST THAT THE COUNTY WILL PROVIDE ASSISTANCE, CONSIDER THE CITY AN "EMERGENCY AREA" AS PROVIDED FOR IN ORS 401, AND AS APPROPRIATE, REQUEST SUPPORT FROM STATE AGENCIES AND/ OR THE FEDERAL GOVERNMENT.

Signed: _____

Date/Time: 2/13/2021 3:38 PM

Mayor Brian Hodson