



CITY COUNCIL Agenda

222 NE 2nd Avenue, Canby, OR, 97013 | Ph: (503) 266-4021 | www.canbyoregon.gov

DECEMBER 4, 2024

The City Council meeting may be attended in person in the Council Chambers at
222 NE 2nd Avenue, Canby, OR 97013

The meetings can be viewed on YouTube at:

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

The public can register to attend the meeting virtually by contacting the Deputy City Recorder;
ridgleyt@canbyoregon.gov or call 503-266-0637.

For questions regarding programming, please contact: Willamette Falls Studio (503) 650-0275;
media@wfmstudios.org

REGULAR MEETING – 7:00 PM

1. CALL TO ORDER

- a. Invocation
- b. Pledge of Allegiance

2. NEW EMPLOYEE INTRODUCTIONS

3. **CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS:** This is an opportunity for audience members to address the City Council on items not on the agenda. If you are attending in person, please complete a testimony/comment card prior to speaking and hand it to the City Recorder. If you would like to speak virtually, please contact the Deputy City Recorder by 4:30 pm on December 4, 2024, with your name, the topic you'd like to speak on and contact information: ridgleyt@canbyoregon.gov or call 503-266-0637.

4. CONSENT AGENDA

- a. Approval of the October 9, 2024, City Council Work Session minutes. Pg. 1
- b. Approval of the November 20, 2024, City Council Work Session and Regular Meeting minutes. Pg. 4
- c. Appointment of Member Carol Palmer to the Heritage and Landmarks Commission for a term that will expire on June 30, 2027. Pg. 9

5. ORDINANCES & RESOLUTIONS

- a. Consider **Ordinance 1637:** An Ordinance Authorizing the Transfer of \$512,000 to the Canby Adult Center. Pg. 10

6. OLD BUSINESS

7. NEW BUSINESS

- a. Consider Authorizing the City Administrator to enter into an Adoption of First Amendment to Extend Pg. 18 Employment Contract between the City of Canby and Chief Jorge Tro through December 31, 2026.

8. MAYOR'S BUSINESS

9. COUNCILOR COMMENTS & LIAISON REPORTS

10. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

11. CITIZEN INPUT

12. ACTION REVIEW

13. 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 Teresa Ridgley at 503-266-0637. A copy of this Agenda can be found on the City's web page at www.canbyoregon.gov.

**CANBY CITY COUNCIL
SPECIAL CALLED MEETING MINUTES
October 9, 2024**

PRESIDING: Brian Hodson

COUNCIL PRESENT: Traci Hensley, Scott Sasse, James Davis, Daniel Stearns, and Jason Padden (attended virtually).

COUNCIL ABSENT: Herman Maldonado

STAFF PRESENT: Staff attending at 6:00 p.m.: Eileen Stein, City Administrator, and Maya Benham, Administrative Director/City Recorder. Staff attending at 7:00 p.m.: Jamie Stickel, Economic Development Director/Communications Specialist; Jerry Nelzen, Public Works Director; Eric Laitinen, Aquatic Program Manager; Ryan Potter, Planning Manager; and David Doughman, City Attorney (attended virtually).

PARKS AND RECREATION ADVISORY COMMITTEE MEMBERS PRESENT: Barry Johnson, David Biskar, Terri Jones, Cara Hawkins, James Rykken, Ryan Oliver, and James Simnitt.

PARKS AND RECREATION ADVISORY COMMITTEE MEMBERS ASBSENT: Andrew Hale and Cathy Smith.

CALL TO ORDER: Mayor Hodson called the meeting to order at 6:04 p.m.

CITY ATTORNEY FIRM INTERVIEW: The Council interviewed Emily Guimont, Emily Matasar, Josh Soper, and Ashley Driscoll from Beery, Elsner, and Hammond LLP. The firm was founded by Pam Beery and Paul Elsner who were both local government attorneys. Their vision was to serve local governments only. Their team had an array of experience to handle legal matters in many areas such as labor negotiations, employment, public records, ethics, government transparency issues, land use, and litigation. They had redundancy with subject matter expertise.

Staff and Council members introduced themselves.

The Council asked questions about their legal experience, experience giving advice at Council and Planning Commission meetings, handling adversarial issues during public meetings, the ability to have back up staff in cases where the assigned attorney was absent, why the firm wanted to continue to work with Canby, representing the Urban Renewal Agency, working through sticky situations in other cities, litigating houseless/homeless issues, in person vs. Zoom, conflict of interest, and expectations.

The firm asked about upcoming issues the City would be facing and what made a successful outside counsel relationship.

(A break was taken from 7:04 to 7:13 p.m.)

PEDAL PARK DISCUSSION: Jerry Nelzen, Public Works Director, introduced Maddie Ferson from American Ramp Company, a company that built action sports facilities such as skate parks, bike parks, and pump tracks. She presented examples they had built, including designs and photos for the City of

Sandy pedal park. She gave a background on the pedal park project including a site visit from 2022 and design development.

Mr. Nelzen reviewed Canby's proposed site. Ms. Ferson compared Sandy's facility to Canby's site, construction at the halfway point, and scale of Sandy's park. For Sandy, the goal was to attract not only people in the City, but outside the City going to Mt. Hood, to enjoy the park and contribute to Sandy's economy. She thought for Canby, updating the current skatepark facility made sense as part of the pedal project.

There was discussion and questions regarding space for parking, estimated cost for the design, maintenance, updating the skate park, keeping in mind future infrastructure projects that would require tearing some of the park up, sole proprietor project, including a wooded setting, and cost.

Ms. Ferson said they would need to reseal the asphalt track every 5-6 years and reseal the concrete skate park every couple of years. They were meant to be low maintenance facilities. The total cost of engineering was around \$200,000, and the total cost of construction was approximately \$2.3 million for the action sports elements. The current skatepark could be refurbished, but significant demolition of some elements would be recommended to accommodate the current style of skateboarding. She thought tearing it out and starting over rather than piecing together the new with the old made sense. A 10,000 square foot skate park would take \$700,000-\$1 million. The funding for Sandy's project included selling of some property, General Fund, grant funding, and Urban Renewal funds.

Barry Johnson, Parks and Recreation Advisory Board Chair, said Sandy completed a Parks Master Plan and the SDC methodology, which increased significantly, making funds available for projects like this.

Further discussion included the process for the four current parks projects. The order of finishing the projects would be Auburn Farms, pedal park, dog park at the Walnut Creek extension, and continuing work on the parking issues surrounding Maple Street Park. They also discussed the use of the park and how Sandy's pedal park sponsored Red Bull events, attracting business regionally, which could be an opportunity for Canby. This kind of project would have multi-generational use.

PARKS CAPITAL IMPROVEMENT DISCUSSION: Mr. Nelzen passed out a sheet with the Parks budget and current Capital Improvement Plan (CIP). There was approximately \$6 million available from SDCs in the budget. The CIP would need to be updated to include the pedal park project. Chair Johnson also thought they could apply for state grant funding. Mr. Nelzen said the CIP projects would have to be shifted if they wanted to do the pedal park.

Councilor Davis suggested the Parks Board discuss the priorities, make recommendations to the City Council, and allow it to be part of the budget process next year.

Mayor Hodson asked where the recreation complex fit in these plans. Councilor Davis said it was part of the Comprehensive Plan update currently in process. Addressing SDCs should be a priority with all the development happening.

Councilor Padden thought they should keep the recreational facility concept in mind to allow the opportunity to acquire land for it. Having a multi-use facility and diversification of events would help the economy and encourage building a hotel.

There was consensus for the Parks Board to bring back their recommendations to Council.

AQUATICS BUILDING REMODEL UPDATE: Eric Laitinen, Aquatics Program Manager, shared the numbers from 2021 for updates to the pool had increased by 25%. The budget was \$2 million, which wouldn't allow all the things to be done, which included a remodel of the dressing room, office area, front entry, and a classroom. He suggested removing the classroom from the project for now. The cost of the office area, front entry, redoing the pipelines in the pump room, and soft costs was approximately \$1.6 million, allowing some extra money for any unknown items that might arise. He did not recommend redoing the pipes under the pool at this time. The plumbing under the showers did need to be redone.

Mayor Hodson asked how much life the upgrade would buy them. Mr. Laitinen responded the front of the building was in dire need of replacement. The pool could still be used for another 10-20 years.

Councilor Padden expressed the need for future planning since the pool needed to be replaced years ago. He suggested discussing with the School District buying the property within a 5-7 year period. If the School District didn't agree, they should plan to build another facility somewhere else to give the community what it expected when it paid the pool tax. They needed to get rid of the scenario of the City owning two buildings on property it did not own. He was in favor of the proposed updates.

Mr. Laitinen liked Option 3A the best, which made a pass through the office for spectators so they didn't have to go outside.

The item would be put on a Council meeting agenda to get the project started.

Chair Johnson mentioned the only land around Canby that made sense for the size of property needed for a new pool was the Ackerman facility. He also mentioned the importance of getting the City and the School District to work together.

Councilor Davis agreed about the Ackerman facility as well as land acquisitions at Baker Prairie and off Township by Trost Elementary.

Councilor Sasse mentioned Silverton was gifted farmland for their athletic fields. It might be another avenue for Canby. People in the City needed to be ready to start paying for improvements if they wanted updated facilities.

Mayor Hodson adjourned the Work Session at 8:36 p.m.

Maya Benham, CMC
City Recorder

Brian Hodson
Mayor

Assisted with Preparation of Minutes – Susan Wood

**CANBY CITY COUNCIL
WORK SESSION MINUTES
November 20, 2024**

PRESIDING: Brian Hodson

COUNCIL PRESENT: Traci Hensley, Scott Sasse, Daniel Stearns (attended virtually), and Jason Padden (attended virtually).

COUNCIL ABSENT: James Davis and Herman Maldonado.

STAFF PRESENT: Eileen Stein, City Administrator; Teresa Ridgley, Deputy City Recorder; Don Hardy, Planning Director; Jamie Stickel, Economic Development Director/Communications Specialist; and Tyler Nizer, Economic Development & Tourism Coordinator.

CALL TO ORDER: Mayor Hodson called the Work Session to order at 6:03 p.m.

HOUSING AND COMPREHENSIVE PLAN UPDATE AND SPECIAL AREA J: Don Hardy, Planning Director, presented. Staff was requesting Council direction on two options: 1) incorporate Comprehensive Plan map changes for Special Area J or 2) create specific Comprehensive Plan policies as part of the Comprehensive Plan update. He gave a background on the Housing Needs Analysis and Economic Opportunities Analysis findings, Comprehensive Plan update and UGB process, Special Area J Comprehensive Plan designations, Area J analysis and scenarios, findings and staff's recommendation for Scenario 1, community summit input, Scenario 1 net impact on the UGB deficit, Scenario 1 findings related to the Canby HNA and EOA, DLCD input and support for Scenario 1, Council options, and pros and cons of the options.

There was discussion regarding increasing density in the future, highway commercial zoning, and conversations with property owners.

The Council gave direction for staff to move forward with Option 1.

Mayor Hodson adjourned the Work Session at 6:44 p.m.

**CANBY CITY COUNCIL
REGULAR MEETING MINUTES
November 20, 2024**

PRESIDING: Brian Hodson

COUNCIL PRESENT: Scott Sasse, Daniel Stearns (attending virtually), James Davis (arrived at 7:38 p.m.), Traci Hensley, Herman Maldonado, and Jason Padden (attended virtually).

COUNCIL ABSENT: None.

STAFF PRESENT: Eileen Stein, City Administrator; Teresa Ridgley, Deputy City Recorder; Emily Guimont, City Attorney; Jorge Tro, Police Chief; Jose Gonzalez, Police Captain; Don Hardy, Planning Director; Jamie Stickel, Economic Development Director/Communications Specialist; Tyler Nizer, Economic Development & Tourism Coordinator; Todd Wood, Fleet/Transit/IT Director; and Heidi Muller, Transit Operations Manager.

CALL TO ORDER: Mayor Hodson called the meeting to order at 7:02 p.m.

NEW EMPLOYEE INTRODUCTIONS: Mayor Hodson recognized Emily Guimont, the new City Attorney from Beery, Elsner, and Hammond LLP.

- a. Swearing-in Ceremony: Jorge Tro, Police Chief, introduced two police officers, Officer Wyatt Parker (who finished academy) and Officer Kyler Boyd (who moved laterally from the City of Salem), who were sworn in by Judge Rodney Grafe.

SHOP LOCAL CANBY PROGRAM/2024 SMALL BUSINESS SATURDAY

PROCLAMATION: Mayor Hodson read the proclamation declaring November 30, 2024, as Small Business Saturday. He also read a statement from Belinda Goody, Executive Director of the Canby Area Chamber of Commerce, on why small businesses mattered.

Tyler Nizer, Economic Development & Tourism Coordinator, presented the Shop Local Canby Program going on November 30 to January 2. He explained the program and banners that had been created.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS:

Kristi Smith, Canby resident, read a proclamation declaring November 20, 2024, as Transgender Day of Remembrance.

Ron Yarbrough, Canby resident, proposed adopting the pink Dogwood tree as the City's tree and planting them around town to beautify the City and bring in tourism. Mayor Hodson said he would talk to staff about next steps.

CONSENT AGENDA: **Council President Hensley moved to approve the October 23, 2024, City Council Work Session and Regular Meeting minutes; the November 6, 2024, City Council Regular Meeting minutes; and the reappointment of Hannah Ellison, Judi Jarosh, and Craig Lewelling to the Planning Commission with terms to expire on December 31, 2027. Motion was seconded by Councilor Maldonado and passed 6-0.

ORDINANCES AND RESOLUTIONS:

Ordinance 1634 – ****Council President Hensley moved to adopt Ordinance 1634, AN ORDINANCE ADOPTING THE HOUSING EFFICIENCY MEASURES: COTTAGE CLUSTER DEVELOPMENT AND DESIGN STANDARDS 16.21, PLANNED UNIT DEVELOPMENT CODE UPDATES CHAPTER 16.74 AND 16.76, LOW DENSITY RESIDENTIAL CHAPTER 16.16, AND MEDIUM DENSITY RESIDENTIAL CHAPTER 16.18, AS PART OF THE CITY OF CANBY CODE (TA 24-02). Motion was seconded by Councilor Maldonado and passed 6-0 by roll call vote.**

Ordinance 1635 – Ms. Stein explained there was an administrative change to the contract to indemnify the City for non-legal services and activities that were covered by Beery, Elsner, and Hammond LLP's general liability and automobile insurance coverage, making the agreement consistent with CIS's position on this issue.

There was discussion regarding a potential conflict of interest since the contract was written by the same firm that they were hiring and in the future getting a third party to review the contract.

Council President Hensley moved to adopt Ordinance 1635, AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT BETWEEN THE CITY OF CANBY AND BEERY, ELSNER & HAMMOND, LLP FOR CITY ATTORNEY SERVICES AS AMENDED. Motion was seconded by Councilor Maldonado and passed 6-0 by roll call vote.

Ordinance 1636 – Ms. Stein said this took away the cap on Ordinance 1606 so they could continue to pay for services on the contract with Beery, Elsner, and Hammond LLP for interim City Attorney services through the end of the year.

****Councilor Sasse moved to adopt Ordinance 1636, AN ORDINANCE AMENDING ORDINANCE 1606 TO DELETE THE NOT TO EXCEED AMOUNT IN THE CONTRACT BETWEEN THE CITY OF CANBY AND BEERY, ELSNER & HAMMOND, LLP FOR INTERIM CITY ATTORNEY SERVICES. Motion was seconded by Councilor Davis and passed 6-0 by roll call vote.**

Resolution 1421 – Ms. Stein stated the Council heard the presentation on the Transit Master Plan on October 2, and this resolution would adopt the Plan.

Todd Wood, Fleet/Transit/IT Director, said he had approached Cherriots (the qualified entity for STIF in Marion County) for funding for the extension to Woodburn (to Woodburn's downtown transit center) and was denied. He gave the top three highlights of the Plan.

****Councilor Sasse moved to adopt Resolution 1421, A RESOLUTION ADOPTING THE 2024 TRANSIT MASTER PLAN FOR CANBY AREA TRANSIT. Motion was seconded by Council President Hensley and passed 6-0.**

OLD BUSINESS: Canby Adult Center Funding Conditions – Ms. Stein reported the City had found a way to report its ARPA expenditures that the funds could be considered unallocated reserves now.

Emily Guimont, City Attorney, presented the results of her research on what was needed to ensure the funds given to Canby Adult Center met the conditions in the agreements. She gave a background on the CDBG funds that the City had received for the current Adult Center location and any penalties in the agreements if that location was no longer used for that purpose. She recommended a Memorandum of Agreement between the County and City that stated the current building had reached the end of its useful life. This would ensure the City would not need to repay any CDBG funds. She then discussed the funding agreement with the Adult Center and asked for guidance on the purpose for the funds.

There was discussion regarding putting restrictions on the funds, the deadline that the funds needed to be expended, and conditions in which the funds would be returned.

Keith Galitz, Adult Center Board Treasurer, said the money from the City would be used for the downpayment with the condition that the building be converted to the Adult Center.

There was consensus for a broader grant with the restriction that the money be used for the transition to the new property including a downpayment or improvements. However, in the event the Adult Center sold or ceased to use the new property within a certain amount of time, the funds would be reimbursed to the City. There would also be a deadline to expend the funds in 8 years or it would be returned. Disbursement would be authorized at the execution of the agreement. The agreement would be brought back to the next meeting.

NEW BUSINESS: January 2025 Meeting Schedule – There was consensus to hold Council meetings on January 8 and 22, 2025.

MAYOR’S BUSINESS: Mayor Hodson congratulated Councilors who were reelected. He reported on Canby Builders Supply 75th anniversary, ODOT approval of the Walnut Street extension, signal on 99E and Pine, and how he had been appointed as chair of the Housing and Livability Committee with the Metro Mayors Consortium. The Light the Night event would be held on December 6.

COUNCILOR COMMENTS & LIAISON REPORTS:

Councilor Sasse asked for an update on the house. Chief Tro said the owners of the house were working with a realtor to sell the house.

Councilor Davis said there would be an Open House with the new Fire Chief on December 14. He reported on the Parks and Recreation Advisory Board meeting where the Auburn Farms design and Maple Street Park lighting and trail were discussed. He also discussed the Adult Center Board elections and Thanksgiving lunch.

Council President Hensley reported on the Traffic Safety Commission where they discussed issues on NE 10th, SE 2nd and 3rd, and traffic cameras. She also attended the Canby Builders Supply celebration, First Thursday, and 99E reopening. She called out disparaging comments made at the City’s booth at First Thursday, and she requested in the future that Councilors participated in a separate booth from City staff.

Councilor Padden said the conversations were not at the City's booth, but in the parking lot. He apologized for his actions, but he was also made uncomfortable with questions about a recent Executive Session.

Mayor Hodson said this issue had already been addressed and should not have been brought up at the meeting.

CITY ADMINISTRATOR'S BUSINESS: Ms. Stein gave some highlights from the bi-monthly reports. The Council had received an email from the goal setting consultant to kick off the process.

Councilor Davis thought next time they should go out for an RFP for a new goal-setting consultant.

There was discussion regarding doing the goal setting in one day or breaking it up into two half days.

Ms. Stein explained how citizens could apply to the upcoming Citizens Engagement Academy.

CITIZEN INPUT: None.

ACTION REVIEW:

1. Approved the Consent Agenda.
2. Adopted Ordinances 1634, 1635 as amended, and 1636, as well as Resolution 1421.
3. Approved changing the January 2025 Council Meetings from the first and third Wednesdays, to January 8 and January 22.

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

Councilor Davis asked if the Executive Session was noticed within 24 hours. Mayor Hodson responded it was, and the City Administrator was asked if she wanted it in an open session or executive session.

Mayor Hodson read the Executive Session statement and recessed the Regular Meeting at 9:00 p.m. Mayor Hodson reconvened the Regular Meeting at 10:47 p.m. and immediately adjourned.

Maya Benham, CMC
City Recorder

Brian Hodson
Mayor

Assisted with Preparation of Minutes – Susan Wood



CITY COUNCIL Staff Report

Meeting Date: 12/4/2024

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Maya Benham, Administrative Director/ City Recorder
Agenda Item: Heritage and Landmarks Commission Appointment
Goal: Enhance Engagement and Communications that Represent Broad Perspectives

Summary

There are currently three vacancies on the Heritage and Landmarks Commission. The vacancies have been advertised on the City's website.

Background

The City has [11 various Boards, Commissions and Committees](#): Bike and Pedestrian Committee, Budget Committee, Canby Utility Board, Heritage and Landmark Commission, Library Board, Parks and Recreation Advisory Board, Planning Commission, Public Transit Advisory Committee, Traffic Safety Commission, Urban Renewal Agency and the Urban Renewal Budget Committee. Each Board, Commission and Committee has members that are appointed by the City Council and the term lengths are established through the Canby City Charter or the City Code.

Discussion

Council Liaison Scott Sasse and Staff Liaison Tyler Nizer interviewed Carol Palmer on November 21, 2024. After the interview, it was recommended Carol Palmer be appointed to the Heritage and Landmarks Commission.

Attachments

None

Fiscal Impact

None

Recommendation

1. Appoint Carol Palmer to the Heritage and Landmarks Commission.
2. Take no action.

Proposed Motion

"I move to approve the appointment of Member Carol Palmer to the Heritage and Landmarks Commission with a term ending June 30, 2027."



CITY COUNCIL Staff Report

Meeting Date: 12/4/2024

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Eileen Stein, City Administrator
Agenda Item: Consider Ordinance 1637: An Ordinance Approving the Award of \$512,000 to the Canby Adult Center (*First Reading*)
Goal: Align Resources to Address Future Community Growth

Summary

Consider Ordinance 1637: An Ordinance Approving the Award of \$512,000 to the Canby Adult Center.

Background

In July, the Canby Adult Center announced its intentions to relocate its operations to the Canby United Methodist Church (the Holly St. Property.) Since then, the City and Canby Adult Center staff have been engaged in discussions on what the implications are of this move, particularly given the current site on Ivy Street was paid for with Community Development Block Grant (CDBG) funds administered by Clackamas County.

On November 20th, the City Attorney presented two draft documents to Council for review: A Memorandum of Agreement (with Clackamas County) and a Funding Agreement (with the Canby Adult Center.) Together, these documents would clearly state that the City has satisfied its requirements under the CDBG program guidelines and would memorialize the City's contribution of \$512,000 to the Canby Adult Center.

At the meeting, the Council discussed the conditions of the funding award and agreed to the following requirements:

- a. In the event that CAC uses the Funds or any portion of the Funds for a purpose not permitted under the Funding Agreement, CAC shall immediately reimburse those misused Funds to the City and shall return all remaining Funds to the City; and
- b. In the event that CAC ceases to own, occupy, or use the Holly St. Property for its mission sooner than eight (8) years following the date on which CAC purchased the Holly St. Property, CAC shall return all unused Funds to the City unless the City, in its sole discretion, agrees otherwise.

These conditions are incorporated into draft Ordinance 1637 which the City Attorney is still working on and will be forwarded as soon as possible. Meanwhile, the Funding Agreement and Memorandum of Agreement have been sent to the Canby Adult Center and Clackamas County for review. To keep momentum going on this matter, this item is scheduled on the December 4th agenda. If there are any delays resulting from this review process, staff will report this at the meeting.

Attachments

1. Ordinance No. 1637 – *to be provided*
2. Draft Funding Agreement (with the Canby Adult Center)
3. Draft Memorandum of Agreement (with Clackamas County)

Fiscal Impact

The original source of the City's financial commitment was funds received through the American Rescue Plan Act (ARPA). The City's reporting requirements under the ARPA guidelines have now been satisfied and these funds are located in the City's General Fund Unallocated Requirements making them readily available for this use.

Options

1. Authorize Ordinance 1637
2. Reject Ordinance 1637 and continue working on funding conditions.

Proposed Motion

"I move to approve Ordinance 1637, An Ordinance Approving the Award of \$512,000 to the Canby Adult Center to a second reading on December 18, 2024."

FUNDING AGREEMENT

This Funding Agreement (“Agreement”) is entered into between the City of Canby (“City”) and the Canby Adult Center (“CAC”).

RECITALS

- A. The CAC is a non-profit organization whose mission is to create a community that embraces the opportunities and challenges of older adulthood for the population of Canby, Oregon, and surrounding areas. The CAC is currently located and provides its services at the building located 1250 S. Ivy Street, Canby, Oregon (“Ivy St. Building”), which is owned by the City. The Ivy St. Building’s useful life for the CAC’s mission has expired. Therefore, CAC wishes to purchase and move its program to the building located at 1520 N. Holly St., Canby, Oregon (“Holly St. Building”) in order to better serve its community.
- B. The City has approved an award of \$512,000 (“Funds”) to the CAC to support the transition of CAC’s mission to the Holly St. Building, subject to certain conditions. The City and CAC now enter into this Agreement to specify the terms and conditions under which the City will award the Funds.

TERMS AND CONDITIONS

1. Award of Funds.

The City awards to the CAC five hundred and twelve thousand dollars (\$512,000). The Funds may be used only for the purpose established by this Agreement.

2. Purpose.

The Funds may only be used for any expenses associated with or generated by CAC’s transition from the Ivy St. Building to the Holly St. Building including, but not limited to, down payment for the Holly St. Building and moving costs, improvements, and renovations to the Holly St. Building required for it to serve as a senior center, for CAC to meet the needs of CAC’s mission, and for CAC to provide senior-related activities.

3. Disbursement of Funds.

- a. The City’s disbursement of the Funds is contingent upon the County’s written agreement that, pursuant to the 1983 and 1996 intergovernmental agreements (“IGAs”) between the County and the City, the Ivy St. Building’s useful life as a senior center has expired, the IGAs have expired, and that any change of use or disposal of the Ivy St. Building is not subject to reimbursement under the IGAs or 24 C.F.R § 570.505. The City shall not, and shall have no obligation to, disburse funds unless and until the County provides such written agreement.

- b. Subject to Section 3.a and upon execution of this Agreement, the City shall disburse the Funds to CAC.

4. Return of Funds.

- a. In the event that CAC uses the Funds or any portion of the Funds for a purpose not permitted under this Agreement, CAC shall immediately reimburse those misused Funds to the City and shall return all remaining Funds to the City.
- b. In the event that CAC ceases to own, occupy, or use the Holly St. Property for its mission sooner than eight (8) years following the date on which CAC purchased the Holly St. Property, CAC shall return all unused Funds to the City unless the City, in its sole discretion, agrees otherwise.

5. Records and Reports.

- a. CAC shall keep proper books of account and records of all activities and expenses associated with this Agreement including, but not limited to, books of account and records on the expenditure of all Funds. CAC shall maintain these books of account and records in accordance with generally accepted accounting principles and shall retain them for three (3) years after the expiration or termination of this Agreement.
- b. At reasonable times and upon the City's request, CAC shall permit the City to inspect, review, and make copies of its books of account and records associated with this Agreement.

6. Default and Remedies.

- a. CAC's failure to perform any obligation required by this Agreement shall constitute a default under this Agreement.
- b. In the event of CAC's default under this Agreement, the City may exercise any or all of the following remedies, which shall be cumulative:
 - i. The City may require CAC to repay all Funds.
 - ii. The City may terminate its obligation to disburse Funds to CAC.
 - iii. The City shall have any other right or remedy available at law or in equity.
- c. The City's failure to exercise or the City's delay in exercising any remedy available under this Agreement or at law or in equity shall not operate as a waiver of any right.

7. Miscellaneous.

- a. CAC shall comply with all federal, state, and local laws, ordinances, rules, and regulations in its use of the Funds.
- b. CAC shall indemnify, defend, and hold the City, its officers, elected and appointed officials, employees, volunteers, and agents harmless from and against any and all liabilities, claims, losses, damages, or expenses (including attorney fees and expenses) which any of them may suffer or incur in connection with any transaction contemplated by this Agreement or the actions or inactions of CAC, or its employees, agents or contractors, related to this Agreement, other than claims, losses, damages, or expenses that arise solely from the gross negligence or willful misconduct of the City. The obligations described in this Section survive any termination or expiration of this Agreement.
- c. Any notice required or permitted under this Grant Agreement shall be in writing and shall be deemed effective (1) when actually delivered in person, (2) one business day after deposit with a commercial courier service for "next day" delivery, (3) two (2) business days after having been deposited in the United States mail as certified or registered mail, or (4) when transmitted by facsimile (answer back or receipt confirmed), addressed to the parties as follows:

For the City:	For CAC:
ATTN: [NAME]	ATTN: [NAME]
[ADDRESS]	[ADDRESS]
[FAX NUMBER]	[FAX NUMBER]

- d. CAC may not assign this Agreement, in whole or in part, without the prior written consent of the City. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- e. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any legal action regarding this Agreement shall be brought and conducted in the federal or state court, as appropriate, serving Clackamas County, Oregon, and the parties hereby consent to the jurisdiction and venue of such courts. Each party waives its right to a trial by jury with respect to any claim brought in connection with this Agreement.
- f. This Agreement may not be modified or amended except by an instrument in writing signed by each party. This Agreement reflects and sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

- g. If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.
- h. Nothing contained in this Agreement, or any acts of the parties hereto shall be deemed or construed to create the relationship of employer and employee, principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.
- i. No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

For the City:

For CAC:

Name: _____

Name: _____

Date: _____

Date: _____

MEMORANDUM OF AGREEMENT

REGARDING THE 1250 S. IVY STREET BUILDING

This Memorandum of Agreement (“MOA”) is entered into by and between the City of Canby, Oregon (“City”) and Clackamas County, Oregon.

RECITALS

- A. The City owns the building located at 1250 S. Ivy Street, Canby, Oregon, (“Ivy St. Building”).
- B. In 1983, pursuant to an intergovernmental agreement, the City received Community Block Development Grant (“CDBG”) funds in the amount of \$314,000 from Clackamas County to construct the Ivy St. Building as a senior center. Under its terms, the 1983 IGA shall expire when the Ivy St. Building’s useful life as a senior center expires.
- C. In 1996, the City received additional CDBG funds in the amount of \$170,000 from Clackamas County to make improvements to the Ivy St. Building for the purpose of its continued use for senior-related activities. Under its terms, the 1996 IGA shall expire five years following the close-out of the County’s participation in the entitlement CDBG program from which the City received the CDBG funds.
- D. The City leases the Ivy St. Building to the Canby Adult Center (“CAC”), a non-profit organization whose mission is to provide services to older adults in Canby and the surrounding areas. The CAC uses the Ivy St. Building to provide those services. Specifically, the CAC uses the Ivy St. Building as a senior center to provide senior-related activities. This use is compliant with the requirements of the 1983 and 1996 IGAs.
- E. The CAC has notified the City that it intends to vacate the Ivy St. Building and move its program and services to a new building that it will purchase. The CAC’s reason for moving to a new location is that the Ivy St. Building is no longer useful as a senior center providing senior-related activities.
- F. The CAC’s vacation of the Ivy St. Building may result in a change of use of the Ivy St. Building under the 1983 and 1996 IGAs. The CAC’s vacation of the Ivy St. Building may also result in a change of use under CDBG regulations including, but not limited to, 24 C.F.R §570.505.
- G. Pursuant to the Funding Agreement between the City and the CAC, which is attached to this Agreement as Exhibit A, the City has agreed to award the CAC five hundred and twelve thousand dollars (\$512,000) to provide financial assistance to the CAC with its transition to its new building.

Pursuant to the above recitals, the City and Clackamas County agree as follows:

1. The Ivy St. Building's useful life as a senior center has expired. Therefore, the 1983 IGA and the parties' obligations within, including the City's obligation under Section 2.a, are terminated.
2. The County completed its close-out of its participation in the CDBG entitled program under the 1996 IGA on [DATE]. Therefore, the 1996 IGA and the parties' obligations within, including the City's obligation under Section II.A.4, are terminated.
3. In the event that the use of the Ivy St. Building's use changes from the use established by the 1983 and 1996 IGAs or the City otherwise disposes of the Ivy St. Building, the City shall not owe reimbursement to the County under the IGAs or under applicable CDBG regulations including, but not limited to, 24 C.F.R. § 570.505.

For the City:

For Clackamas County:

Name: _____ Name: _____
Date: _____ Date: _____



CITY COUNCIL Staff Report

Meeting Date: 12/4/2024

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Kevin Aguilar, HR Director
Agenda Item: Consider Authorizing the City Administrator to enter into an Adoption of First Amendment to Extend Employment Contract between the City of Canby and Chief Jorge Tro through December 31, 2026.
Goal: Align Resources to Address Future Community Growth
Objective: N/A

Summary

Should the City amend the current employment agreement with Chief Tro? The current agreement adopted on May 19, 2021 is set to end on December 31, 2024. The amendment would extend the end date to December 31, 2026.

Background

Chief Tro retired and entered into the current employment agreement on July 1, 2021 with an end date of December 31, 2024. We would like to extend his employment agreement at this time through December 31, 2026.

Effective January 1, 2020, the [Work After Retirement section of Senate Bill 1049](#) lifts most existing restrictions on retirees working after retirement. This allows eligible retirees to work unlimited hours for a PERS-participating employer, while continuing to receive their retirement benefits (without accruing any new benefits), in calendar years 2020 through 2034. The employee is responsible for ensuring eligibility and compliance with any PERS requirements or changes.

Attachments

- First Amendment to Employment Agreement – Chief Jorge Tro

Fiscal Impact

During this agreement, the City won't have to pay the employee portion of the PERS IAP (currently set at 6%), so the City will save approximately \$10,188 per year. The City will also save the costs associated with having to recruit, select, and hire a new Chief.

Options

1. Adoption of First Amendment to Employment Agreement
2. Deny Adoption of First Amendment to Employment Agreement

Recommended Action

Staff recommends Adoption of the First Amendment to Employment Agreement with Chief Jorge Tro.

Proposed Motion

“I move to Authorize the City Administrator to enter into an adoption of First Amendment to Extend the Employment Contract between the City of Canby and Chief Jorge Tro through December 31, 2026.”

First Amendment

to

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

This First Amendment to the Contract / Agreement for Employment between the City of Canby and Jorge Tro (“First Amendment”) is entered into by and between the City of Canby and Jorge Tro.

1. Term.

Section 2 of the Contract / Agreement for Employment between the City of Canby and Jorge Tro (“Agreement”) is amended as follows:

“The term of this Agreement shall end December 31, 2026. During the term of his employment, Jorge Tro will serve “at will” and either party may terminate this agreement at any time. If Jorge Tro resigns or the City elects to terminate this agreement, at least thirty (30) days’ notice will be given to the other party. In the event of termination for cause, crime, or indictment, this notice will not apply.

2. Benefits.

Section 5 of the Agreement is amended as follows:

“Jorge Tro will also be entitled to the following benefits:

- a. Jorge Tro will be compensated with the current accrued Administrative (fifty-five (55) hours) and Personal Leave (eight (8) hours) and will be entitled to be paid/credited for any unused Vacation, Administrative, and Personal Leave upon termination of his employment, as allowed by the City’s Policy. Jorge Tro will retain his current rate of accrual for any/all Administrative and Personal Leave as allowed by City Policy.”

3. PERS Payment/Retirement Liability.

Section 6 of the Agreement is amended as follows:

“The City and Jorge Tro acknowledge that Jorge Tro will be a retired public employee receiving benefits under the Oregon Public Employment Retirement System (PERS), and is subject to the laws, rules and regulations governing employe of PERS police officer retirees. The City will not object to Jorge Tro’s retirement through PERS. Jorge Tro is responsible for any liability associated with PERS either through notifications required to PERS, amounts paid out by PERS, limitation on hours worked, and any other liability associated with Jorge Tro’s retirement and any applicable PERS requirements. Further, Jorge Tro is responsible for any liability or work restrictions related to Jorge Tro’s federal social security benefits”

4. Effect of Amendment.

Except as provided for in this First Amendment, the terms of the Agreement remain in full force and effect. By executing this First Amendment, the parties also reaffirm all unamended terms of the Agreement.

For the City:

Jorge Tro:

Name: _____

Date: _____

Date: _____