



AMENDED AGENDA

CANBY CITY COUNCIL MEETING

August 5, 2015

7:30 PM

Council Chambers
155 NW 2nd Avenue

Mayor Brian Hodson

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

*Councilor Traci Hensley
Councilor Greg Parker
Councilor Todd Rocha*

WORK SESSION

6:00 PM

City Hall Conference Room
182 N Holly

The City Council and Planning Commission will be meeting in a Work Session to discuss the North Redwood Development Concept Plan. Pg. 1

CITY COUNCIL MEETING

1. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance

2. COMMUNICATIONS

3. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

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

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 July 15, 2015 City Council Work Session and Regular Meeting
- B. Appointment and Reappointment to Traffic Safety Commission

Pg. 53

7. **PUBLIC HEARING**
 - A. Denial of Business License for Oregon Medical Grade, Inc. Pg. 55
8. **RESOLUTIONS & ORDINANCES**
 - A. Res. 1222, Supporting Efforts to Create a Willamette Falls National Heritage Area and Urging Designation of Such by Congress Pg. 59
 - B. Ord. 1420, Auth. Contract w/Curran-McLeod, Inc. Consulting Engineers for Engineering Services Regarding the 2015-16 Wastewater Treatment Plant Improvements Pg. 68
9. **NEW BUSINESS**
10. **CITY ADMINISTRATOR’S BUSINESS & STAFF REPORTS**
11. **CITIZEN INPUT**
12. **ACTION REVIEW**
13. **EXECUTIVE SESSION: ORS 192.660(2)(h) Litigation**
14. **ADJOURN**

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

North Redwood Development Concept Plan: Introduction

Project Purpose

The North Redwood Development Concept Plan will provide a preferred alternative for development of this site with multiple property owners. The project will develop conceptual infrastructure and financing options for achieving urban housing densities while protecting the site's natural resources.

Project Study Area

The Project Study Area is 66 acres and is bounded by OR99E and the Union Pacific Railroad on the east and south, NE Territorial Road on the north, and N Redwood Street on the west (see map on back). The Project Study Area consists of 23 tax lots, varying in size between one and ten acres with 18 property owners, including a single family that owns 7 lots.

Zoning

The Project Study Area's current zoning is Rural Residential Farm Forest 5-Acre District (RFFF-5) governed by Clackamas County. The Project Study Area is located in unincorporated Clackamas County inside the Canby Urban Growth Boundary and is within the boundaries of a DCP area (Development Concept Plan area). **Upon voter approved and owner-requested annexation**, developments located within a designated DCP area are required to have a DCP adopted by the City Council prior to granting a change to city zoning.

Natural Resources

The Project Study Area has significant natural resources including Willow Creek, a year-round flowing creek that empties a mile north into the Willamette River. Willow Creek is a designated Goal 5 resource. It is anticipated that Willow Creek will receive some of the Project Study Area's storm water runoff and carry it to the future, City owned tertiary wetland storm water facility to the north. It is anticipated that protection of the Creek would occur as part of the mandatory park land dedication provision under City code.

Project Objectives: To develop a DCP that:

- Identifies a mix of residential uses and densities that complement the existing character of the surrounding area;
- Identifies a comprehensive multi-modal transportation network and circulation plan that provides connections to the existing transportation system and promotes alternative modes of transportation;
- Identifies infrastructure to serve future development and provides mechanisms for an equitable distribution of cost among property owners in the Project Study Area;
- Protects the significant natural resources in the Project Study Area while providing for storm water management and recreational amenities;
- Includes a financing plan focusing on the provision of public infrastructure, including phased development strategies

Public Involvement

The Public Involvement process for North Redwood will allow the community an opportunity to provide input into the planning process. Meaningful involvement means that:

- Potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment and/or health;
- The public's contribution can influence the regulatory agency's decision;
- The concerns of all participants involved will be considered in the decision making process; and
- The decision makers seek out and facilitate the involvement of those potentially affected.

Upcoming Meetings

**Stakeholder Advisory Committee Meeting #3,
July 14th**

**City Council and Planning Commission,
August 5, 2015**



NORTH REDWOOD DEVELOPMENT CONCEPT PLAN

Draft Recommended Development Concept Plan

Deliverable 6B

June 30, 2015



Oregon Dept of Transportation
Transportation and Growth Management
File Code 1A-13

ODOT Project Manager

Lidwien Rahman
ODOT Region 1

Consultant Project Manager

Chris Maciejewski
DKS Associates

City of Canby Project Manager

Matilda Deas

Consultant Team

Walker Macy: Planning and Urban Design

Ken Pirie, Project Manager
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Saumya Kini, Urban Designer
Thomas Fischer, Landscape Designer

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Brad Coy
Steve Boice

Angelo Planning Group: Land Use Planning

Matt Hastie, Associate
Serah Breakstone

Leland Consulting Group: Real Estate Strategy
and Municipal Finance

Brian Vanneman, Principal

OTAK: Civil Engineering

Kevin Timmins, Principal
Kristen Ballou, Civil Engineer
Rose Horton, Civil Engineer

Cogan Owens Cogan: Public Engagement

Steve Faust, Associate Principal

**Project Purpose and Transportation
Relationship and Benefit**

The North Redwood Development Concept Plan (Project) will provide a preferred alternative for development of a 66-acre site with multiple property owners. Project will develop conceptual infrastructure and financing options for achieving urban housing densities while protecting the site's natural resources. The Project will also determine a supportive transportation system, increase travel options, and identify optimal access locations for emergency service providers. The recommended plan and any code amendments must be consistent with local and state policies, plans, and rules including the Transportation Planning Rule. Project must meet the City of Canby's (City) Municipal Code requirement for an adopted Development Concept Plan (DCP) prior to post-annexation zone change requirements.



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NORTH REDWOOD DEVELOPMENT CONCEPT
CONTEXT MAP

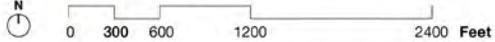


Figure 1: Study Area Context



Innovative land planning with diverse housing types



Integrated natural areas



A walkable, connected neighborhood

Overview

This report summarizes the proposed Development Concept Plan (DCP) for the 66-acre Canby North Redwood Study Area. This concept, which is a refinement of the “Riverside” or “Relaxed Grid” Alternative described in this project’s Memo #5 and Public Event #2, includes a cohesive and coordinated circulation system, an efficient approach to meeting the new community’s infrastructure needs, housing types matching the city’s Comprehensive Plan, and natural resource protection integrated with public parks.

The concept is structured using innovative development parameters: specifically, clustering of density, the use of flexible blocks, and incorporating a significant open space into the community with city park acreage dedication requirements. Eventual development by individual properties will need to make earnest efforts to match key street and open space locations but will otherwise have an element of flexibility for the owners to develop new neighborhoods according to their individual intentions.

The following report provides a summary of the proposed DCP, as well as a summary of city code changes, Transportation System Plan updates and required infrastructure upgrades to serve the new community. A proposed funding approach is also included.

Concept Plan Criteria

The Development Concept Plan is guided by the following criteria, outlined in Memo #4. To the extent possible, the plan seeks to foster development of a neighborhood that is:

- Integrated with existing city fabric of Canby
- Walkable and cohesive
- A plan with all parcels integrated
- A plan with impacts distributed equitably to individual parcels
- Allowing for different owners’ timing of development
- Reasonable costs of infrastructure and roads
- Connected with safe streets
- Transit-friendly
- Allows emergency access
- Connects trails to natural areas
- Protects Willow Creek
- Provides public, accessible parks
- Demonstrates innovative land planning

The DCP satisfies these criteria, as noted on page 11 of this report.

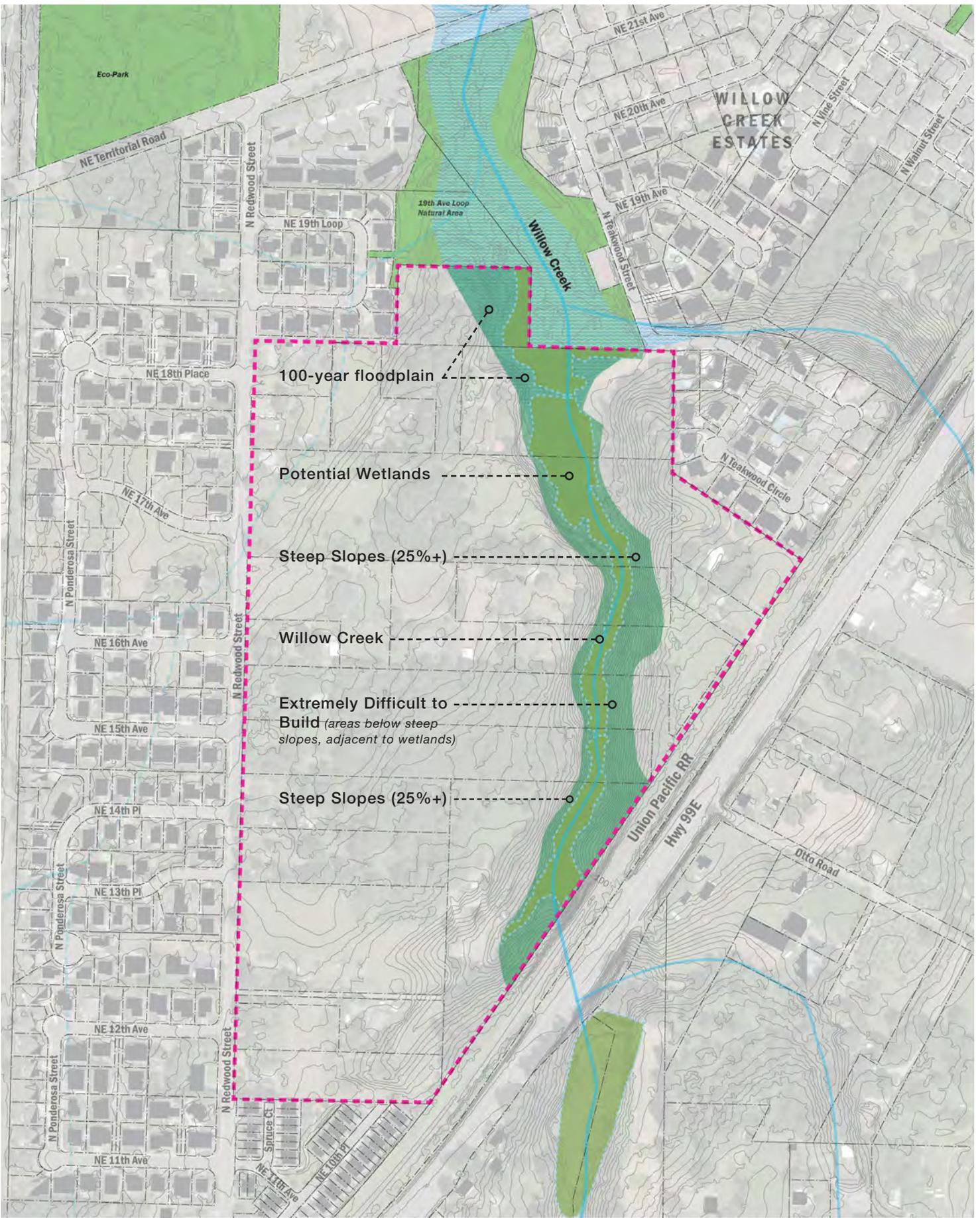
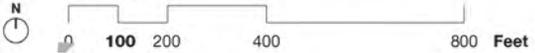


Figure 2: Willow Creek and associated environmental areas

NORTH REDWOOD DEVELOPMENT CONCEPT
BASE MAP



Natural Conditions

The Willow Creek corridor has the potential to be a natural, visual and recreational amenity for the future community, as well as providing potential space for stormwater treatment and an important habitat corridor. The creek channel through the study area has relatively high water quality and well-vegetated slopes, but requires some restoration to remove invasive species and enhance fish habitat. The creek corridor is essentially unbuildable, given current regulations protecting wetlands and floodplains and the challenges of building in steep slopes. The City does not recognize Willow Creek as a protected Goal 5 resource so new City setbacks would not be applied, although development regulations will still protect these sensitive areas to an extent.

A preliminary reconnaissance of properties adjacent to Willow Creek found the likely presence of approximately 3 acres of wetlands, whose approximate boundaries are mapped in Figure 2. More defined boundaries would be determined through a more detailed wetland delineation required at the time that individual parcels are developed.

A FEMA 100-year flood plain extends into two parcels in the northern portion of the study area. This mapped floodplain is a result of the 1996 flood that backed up along the Willow Creek corridor, inundating NE Territorial Road. There are roughly 1.3 acres of study area within the floodplain. (Nearby property owners in Willow Creek Estates have petitioned FEMA for a flood map revision to remove the floodplain from their properties, so this may be an option for study area owners too.)

Finally, there are steep slopes on both the west and east banks of Willow Creek. Slopes over 25% are challenging to develop and should remain undisturbed when adjacent to wetlands and streams in order to avoid erosion. There are approximately 2.6 acres of these steep slopes included in the green area shown in Figure 2. Additional steep slopes can be included within large lots, behind homes and potentially protected within conservation easements.

The combination of these sensitive areas, along with adjacent land between wetlands and slopes, is shown on Figure 2. As described on page 12, this approximately 9.5-acre area can form the core of a future open space that satisfies City regulations for park dedication while transferring some severely-constrained land from private to public ownership.

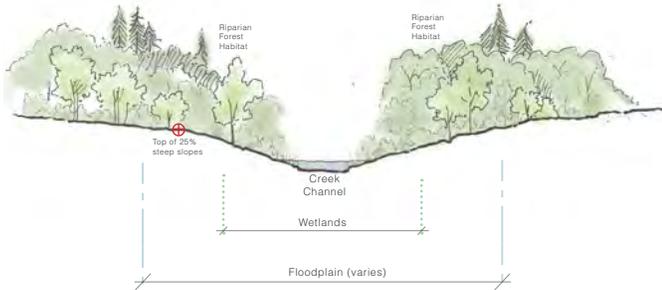


Figure 3: Cross-section at a typical location along Willow Creek showing associated environmental areas



Willow Creek existing condition, showing invasive species in the riparian area. Restoration of the creek's banks is recommended.

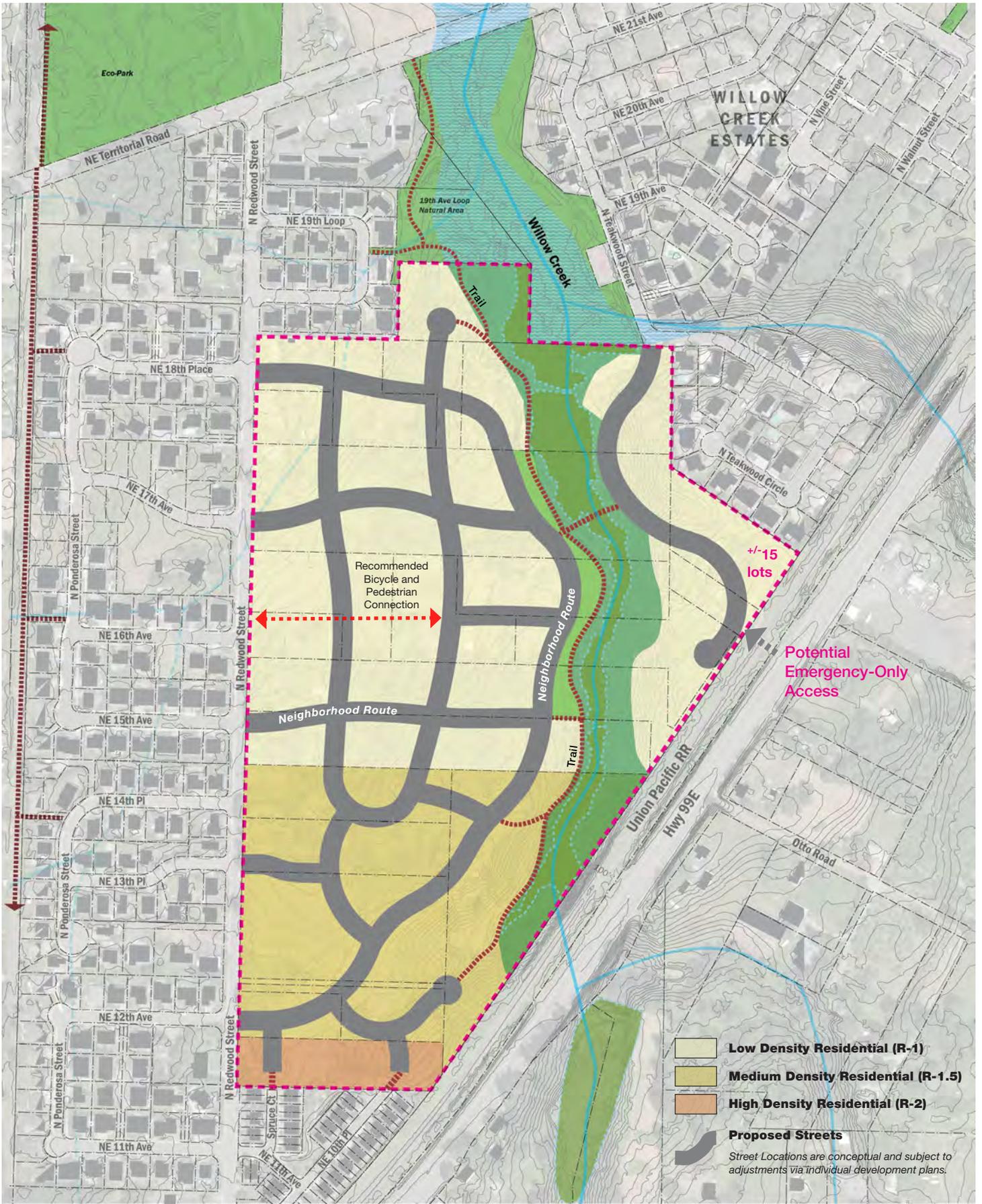
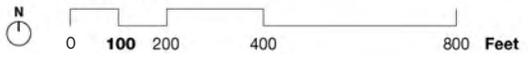
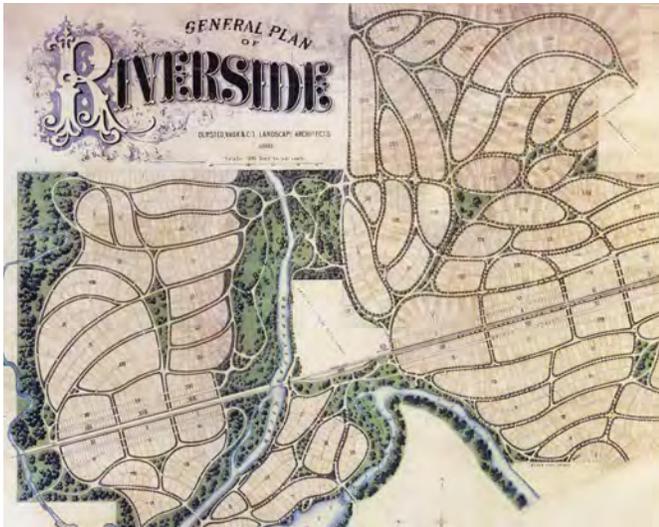


Figure 4: Recommended Development Concept Plan

NORTH REDWOOD DEVELOPMENT CONCEPT
BASE MAP





The Preferred DCP is inspired by the form of one America’s first planned communities in Riverside, Illinois, designed by the famous landscape architect, Frederick Law Olmsted. That plan includes curving roadways that are responsive to topography.

Preferred Development Concept Plan

The proposed Development Concept Plan is based on the ‘Relaxed Grid’ alternative described in Project Memo #5. This alternative provides a logical development concept for a new ‘green’ community with distinct character, that allows for phased, efficient development and can be adjusted according to individual landowner preferences.

The DCP has good connectivity to the existing city fabric and provides a coherent grid of streets within the study area that will serve to create a more cohesive community than if roads were built on a piecemeal basis. The road alignments strive to respect existing topography, and by doing so, may minimize future development costs from grading.

The DCP is based on the flexible block structure described on page 10, which maximizes options for landowners to develop their properties in future according to their individual development strategy and market research. Each block can be developed with or without rear alleyway access, depending on developer preferences. Future development proposals will be evaluated by the City according to how they adhere to the principles and general urban form of the DCP.

The acreages shown in Table 1 represent the areas in the DCP. These areas, using maximum densities suggested in the City’s Comprehensive Plan zoning designations, would result in 289 new lots. Using the minimum densities, it would result in 213 lots. The expected city zoning categories will be R-1, R1.5 and R-2 for the Comp Plan zones of LDR, MDR and HDR, respectively.

Higher density options would result in lower shared costs per unit, as the community’s infrastructure needs would be identical for either density. (Original projections for this study area in the 2010 TSP and Canby Comprehensive Plan envisioned up to 350 lots in the area, but this number did not account for the deduction of land for open space around Willow Creek environmental areas.)

Element	Square Feet	Acres
Roadways *	664,414	15.25
Natural Area	412,809	9.47
Developed Park	42,906	0.98
Low-Density Residential Land	1,122,963	25.78
Medium-Density Residential Land	522,270	11.99
High-Density Residential Land	80,355	1.84
Alleys are not included		65.31ac total *

* Study Area is 66 acres. Total acreage shown reflects deduction of 20’ for additional North Redwood ROW

Table 1: Areas in Recommended DCP

Plan Flexibility for Development

The Recommended Development Concept Plan is structured using flexible block sizes to ensure that future development can provide a wide variety of lot sizes and housing types, within the proposed zoning.

Studying best practices from other high-quality master-planned developments, a prototypical block size with a width range of 280', measured from the center of one local street to the center of the next street, was used to guide the layout of the concept plan (Figure 5). A variety of lot sizes are possible within this prototypical block. **The blocks shown on the DCP are not exactly each 280', due to allowance for topography and plan urban design. An overall block length of more than 600 feet should be avoided. Bike/ped connections should be provided at least every 330' according to the TSP.**

Also possible are blocks with or without rear 20-ft alleyways (Figures 6a and 6b). Although there are few new developments with rear alleys in Canby, this is an increasingly popular tool for regional developers who seek a more walkable, attractive streetscape and more curb appeal for new homes. Rear alleys also provide an efficient and more aesthetically-pleasing place to locate utilities.

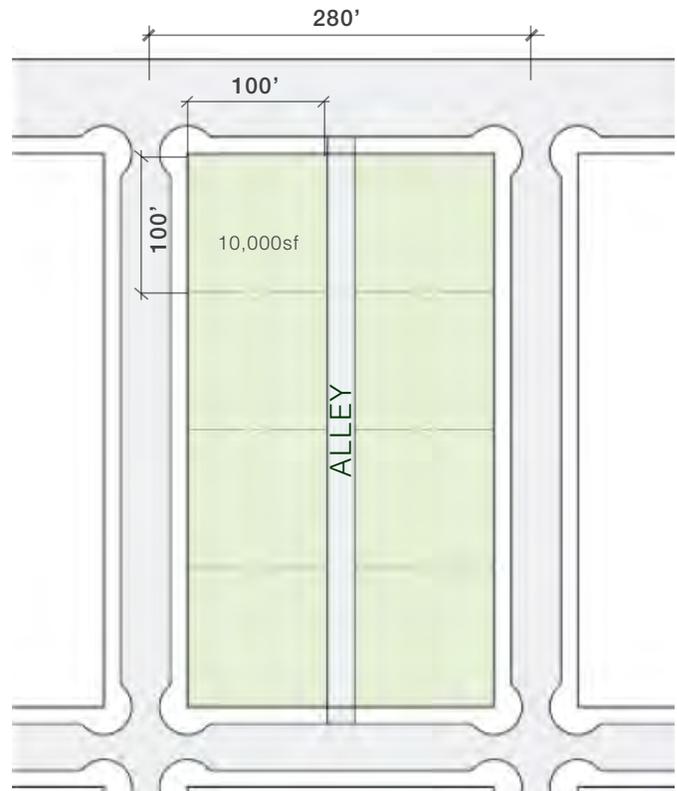


Figure 6a: Large Lots (LDR) with alley

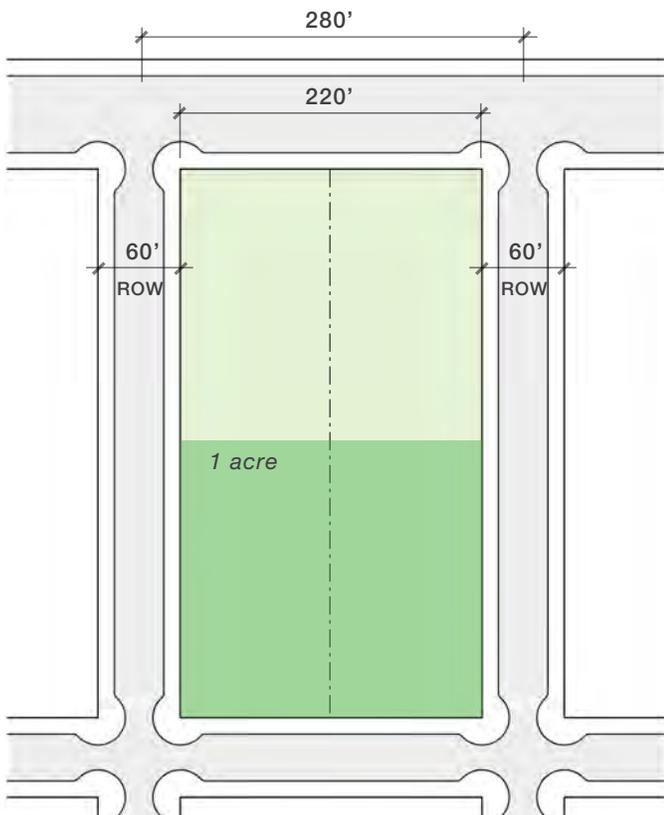


Figure 5: Prototypical Block

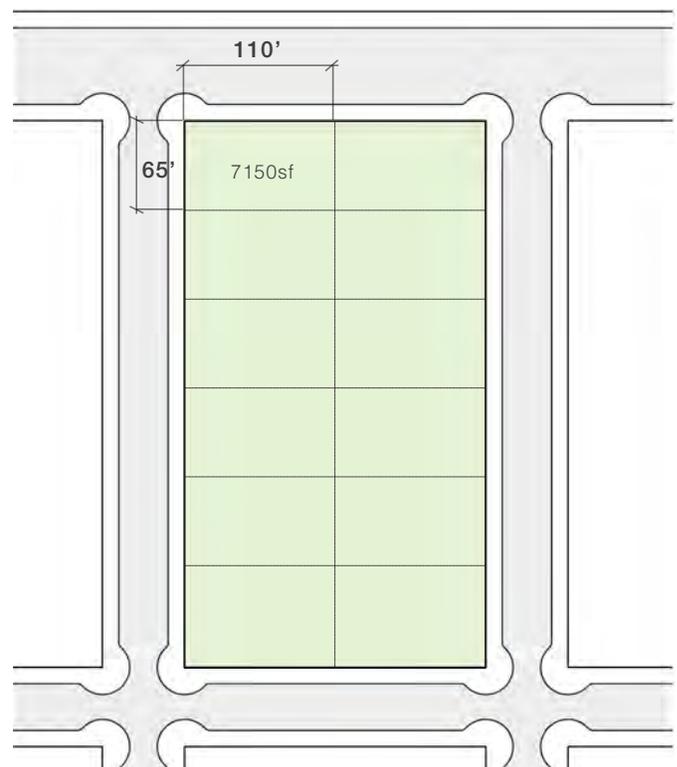


Figure 6b: Large Lots (LDR) no alley; garages in front of homes



Low Density Residential
 7,000-10,000 square foot lots (4-6 du/acre)
Approximately 155 units on Recommended DCP (at 6du/ac)
(Approximately 103 units at 4du/ac)



Medium Density Residential
 5,000-6,500 square foot lots (7-9 du/acre)
Approximately 108 units on Recommended DCP (at 9du/ac)
(Approximately 84 units at 7du/ac)



High-Density Residential
 3,000 square foot lots (14 du/acre)
Approximately 26 units on Recommended DCP

Concept Plan Evaluation Criteria

The Development Concept Plan strives to meet all of the evaluation criteria. Meeting some of the criteria will be dependent on subsequent planning work and individual actions by developers.

Criteria	How DCP Meets Criteria
<i>Integrated with existing city fabric of Canby</i>	Plan connects to North Redwood Street in 5 locations, matching existing intersections and extending the city grid
<i>Walkable and cohesive</i>	Streets, connected across parcels, will meet City standards, with generous sidewalks. Proposed walking trail traverses study area.
<i>A plan with all parcels integrated</i>	Plan strives to maximize development potential of all parcels, including those with natural features and access restrictions
<i>Impacts distributed equitably</i>	Funding plan will propose how to share costs and impacts of plan elements that benefit all owners.
<i>Different owners' timing of development</i>	Plan can proceed according to the priorities of a range of owners
<i>Reasonable costs of infrastructure and roads</i>	Most roads are narrower local streets. Total road area is 23% of study area, which is within comparable levels of other communities.
<i>Connected with safe streets</i>	Local streets have sidewalks. Certain North Redwood intersections should consider enhanced pedestrian crossings at key locations.
<i>Transit-friendly</i>	Neighborhood Routes in plan could accommodate a future transit route.
<i>Allows emergency access</i>	Plan proposes a new emergency access across UPRR to serve area east of Willow Creek.
<i>Connects trails to natural areas</i>	A new trail system is proposed on the west edge of the Willow Creek Natural Area.
<i>Protects Willow Creek</i>	Yes, within natural area
<i>Provides public, accessible parks</i>	One neighborhood park proposed. Willow Creek open space will be public.
<i>Innovative land planning</i>	Yes

Parks and Open Spaces

Future development in the North Redwood area will be required by city code (*Division XI: Parks, Open Space and Recreation Land, Chapter 16.120*) to dedicate a certain amount of parks and open space, which is consistent with the principles outlined on page 3 for the creation of a livable community.

The acreage required for dedication is calculated using the formula below, applied to new construction:

$$\text{(Maximum units in a plat) } \times \text{ (persons/unit) } \times 0.01 = \text{acreage to be dedicated}$$

Potential park acreages can be calculated for each density in the DCP as follows:

LDR/R-1: 25.78 ac
25.78 ac / 7000 sf minimum lot size = 155 units
155 x 2.7 people per unit = 419
419 x 0.01 = 4.2 park acres.

MDR/ R1.5: 11.99 ac
11.99 ac / 5000 sf minimum lot size = 108 units
108 x 2.7 people per unit = 292
292 x 0.01 = 2.9 park acres.

HDR R-2: 1.84 ac
1.84 ac / 3000 sf minimum lot size = 26 lots
26 x 2.7 people per unit = 70
70 x 0.01 = 0.70 park acres.

TOTAL POTENTIAL PARK ACREAGE: 7.8 ACRES

This figure will obviously be subject to refinement as individual developers submit applications. The City of Canby does not typically accept unbuildable natural areas as dedicated park lands under the above formula, however, the city has indicated a willingness to accept land dedicated along Willow Creek, which is a significant benefit to potential future developers.

The DCP shows the green corridor in Figure 2 incorporated into the plan (see Figure 7 on facing page). There are an additional 1.5 acres of natural area than required by code shown within this environmental area. Protection of this extra acreage can be accomplished by potentially including it in lot sales, with conservation easements.



Neighborhood Park with play area and shelter



Multi-use trail through natural area



A boardwalk trail could be built near wetlands or along Willow Creek



A bicycle and pedestrian bridge can link the area's neighborhoods across Willow Creek

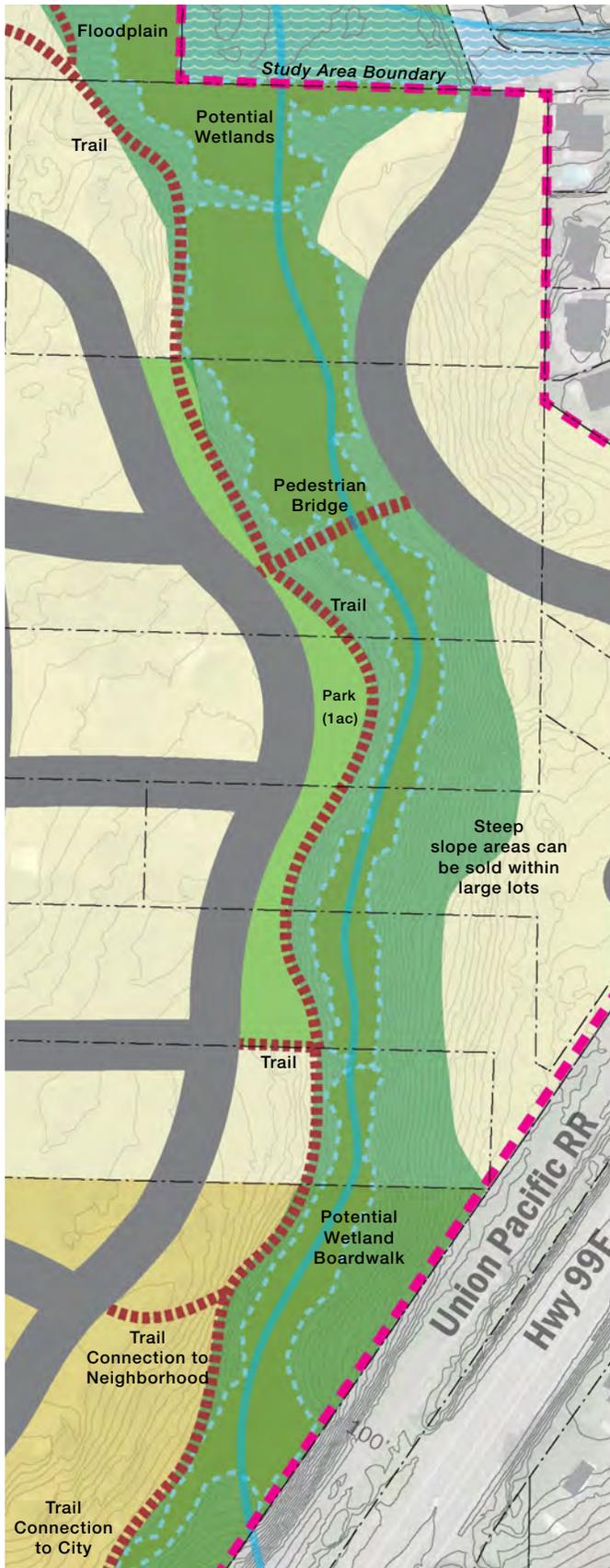


Figure 7: Recommended DCP–Open Space detail

Parks and Open Spaces

The Recommended DCP illustrates a framework for a new 9.5-acre public natural area along Willow Creek, including the constrained and ecologically-sensitive lands described on Figure 2. This area is more acreage than the approximately 7.8 acres required for dedication by developers (see facing page); some of the sensitive land could be protected within conservation easements on private lots. A strategy to equitably divide this natural area dedication among property owners, including those not adjacent to Willow Creek, is included on page 31 of this report.

Given the shortfall in maintenance funding in Canby, an agreement could be arranged for a developer to fund a set number of years of maintenance, while the City works to secure more sustainable parks maintenance funding.

Additional park land of approximately 1 acre, envisioned as a potential neighborhood pocket park, is included to provide some developed park space as a neighborhood amenity. In the DCP, this park is shown as a linear park at the top, west edge of the Willow Creek ‘ravine’, providing a more developed foreground to the wilder natural area. This park land could include neighborhood amenities such as a play area and picnic shelter. Alternatively, future plan refinements could consider locating such a park in a more central location, surrounded by housing.

A trail is proposed along the Willow Creek open space, through the neighborhood park and linking to existing and future natural areas like Willamette Wayside to the north, as well as to Fred Meyer and downtown Canby to the south. This trail can take a variety of forms according to context, with a boardwalk through wetland or floodprone areas, and a simple paved multi-use path (see Fig 8 below) in other areas such as the neighborhood park edge.

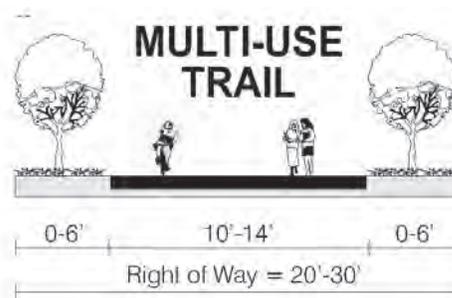


Figure 8: Canby TSP Multi-Use Trail Cross-Section

Plan Connectivity

The DCP provides several connections to Canby's existing city fabric, with extensions to existing streets on the west side of North Redwood in five locations (NE 18th Pl, NE 17th, NE 15th, NE 13th and NE 12th). This grid of streets will maximize circulation choices for future residents and provide safer, more walkable non-collector streets for residents, potentially reducing overall vehicle miles traveled.

North Redwood Street is currently only improved to City standards on its west half. When individual development proposals are submitted, the City will require half-street dedication from adjacent property owners along North Redwood of approximately 10' to 30' to allow the street to be improved to Collector standard as shown in the TSP (cross-section on page 16). As a project with citywide importance, it will need to be funded through a combination of developer contributions and public capital improvement budgets and the precise cross-section will be determined with City and neighborhood input. Adding sidewalks to the east edge of North Redwood will improve safety and allow pedestrian access to city parks north of Territorial, as well as the Fred Meyer (and Orange Line commuter bus service) to the south of Highway 99E.

An internal loop Neighborhood Route (Fig 9 at right) is a key 'wayfinding' and placemaking component, looping from NE 18th Place, along the edge of the Willow Creek open space, then continuing south to North Redwood between NE 13th and NE 12th. This route would be the most likely option for future transit access, although the existing Dial-A-Ride service in Canby could serve all of the streets in the DCP. Other internal streets shown are advisory and will be located according to future individual development plans.

Approximately 11-15 large lots on the east side of Willow Creek will be connected to Teakwood Street and Willow Creek Estates to the north. The 15 lots would generate approximately 143 daily trips, 11 a.m. peak hour trips, and 15 p.m. peak hour trips. The City's threshold for evaluating impacts to local neighborhood streets is 30 peak hour trips and 300 daily trips, so this would not hit that threshold. The local street serving these lots would require a stop sign where it meets Teakwood Street.

An emergency route, with a locked gate without pedestrian or bicycle access, would be desirable across the UP rail line to access Hwy 99E, closing the existing driveway (photo below). Discussions have been initiated with UPRR for this crossing.

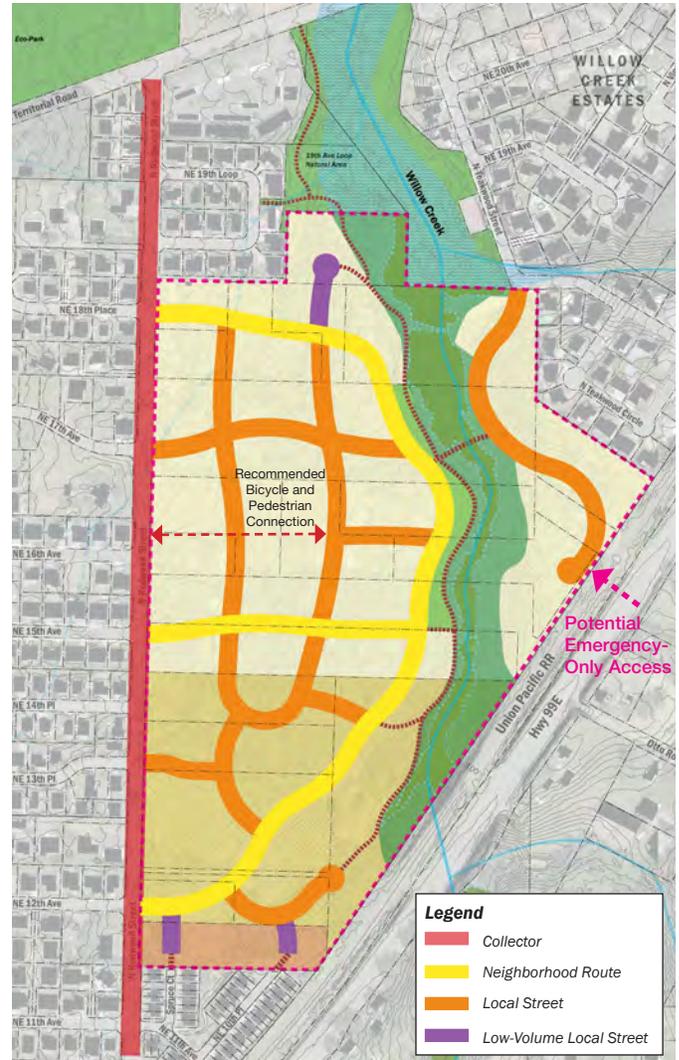


Figure 9: Recommended DCP Street Plan



Existing driveway across UP railroad, accessing three parcels



Figure 10: Typical Local Street Cross-Section



Typical local street in a new planned community, matching the Canby TSP local street standard on page 14



Typical local street, with mature street trees.

Street Design

Roadways in this plan will be neighborhood routes and local streets, with design standards described in the TSP and the following page. These streets are intended to be relatively narrow in order to reduce speeds and promote neighborhood livability, while also reducing development costs and city maintenance.

The three-dimensional street section at left (Fig. 10) is another way of illustrating the proposed street design, showing how on-street parking, while serving adjacent residents, also serves to slow traffic speed by narrowing the perceptual width of the street. Travel lanes of 10' in each direction allow a clear 20' zone for fire and emergency access. Neighborhood routes have slightly wider travel lanes to allow delivery truck and transit vehicle access.

Key to neighborhood livability is to separate sidewalks from roadways with a generous, 8'-wide planting strip, within which street trees should be planted. Stormwater treatment facilities can also be located in these strips, if needed (see photo at left). These planting strips enhance pedestrian comfort and safety, while the street trees will eventually provide a proven increase in property values by forming a shaded canopy over the street and adding to the curb appeal of homes.

The plan presents some single-sided streets along Willow Creek, which provide significant value to homes with a frontal view of the open space and helps to create a distinct identity for the neighborhood. This arrangement also has public safety benefits, as the open space and associated trail can be monitored from street users and nearby homes. In most cases, streets within the neighborhood will be double-sided, to maximize development efficiency where no natural amenities are present.

Recommended Changes to the 2010 TSP

This Draft DCP has been prepared with careful consideration of the 2010 Canby TSP and substantially meets the goals and standards outlined in that document. The primary change recommended to the 2010 TSP has already been initiated by the City of Canby, with ODOT's assistance, and involves removing the proposed Otto Road collector connection. The TSP document itself will be updated, with 5 new figures:

- Fig 7-1: Functional Classification**
- Fig 7-2a: Truck Routes (Existing System)**
- Fig 7-2b: Truck Routes (Financially-Constrained System)**
- Fig 7-8: Local Street Connectivity (see below)**
This figure has also been updated to reflect the North Redwood Street and North Teakwood Street connectivity proposed in this Draft DCP
- Fig 7-9: Traffic Control Plan**

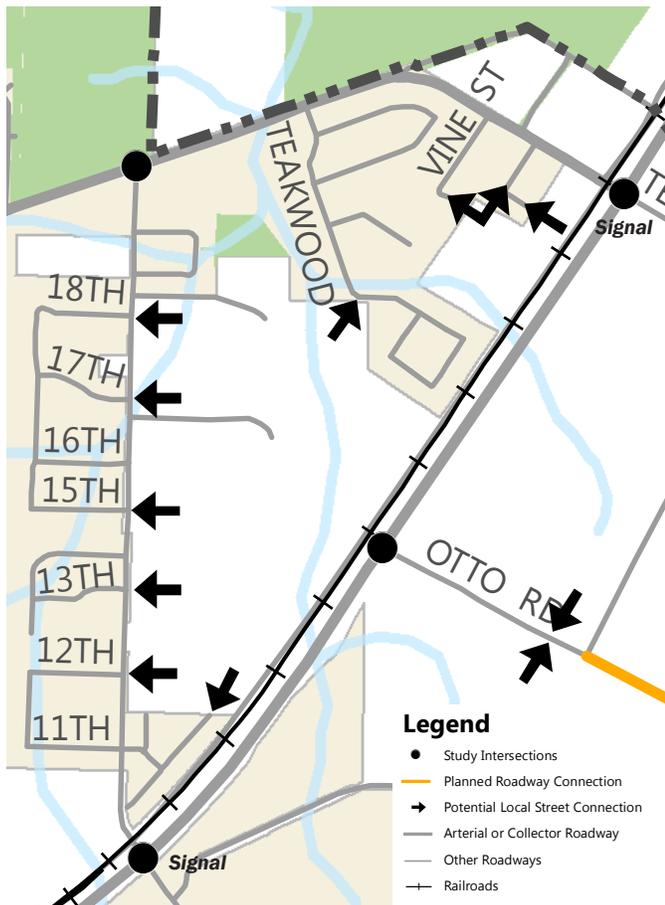


Figure 11: Transportation System Plan revised Fig 7-8 (detail)

Existing street cross-sections in the TSP (see Figure 10 below) will be appropriate for the DCP. In all sections, street trees are indicated as optional. It is strongly recommended that an 8' planting strip be provided for street trees on all future streets in the study area.

For the half-street improvements required to bring North Redwood Street into compliance as a Collector as shown in the TSP, an additional 10'-30' of property will need to be dedicated from properties on the east edge of N Redwood Street. A center turn lane or median will not be required for the Collector, and no new stop signs are expected to be needed on North Redwood Street.

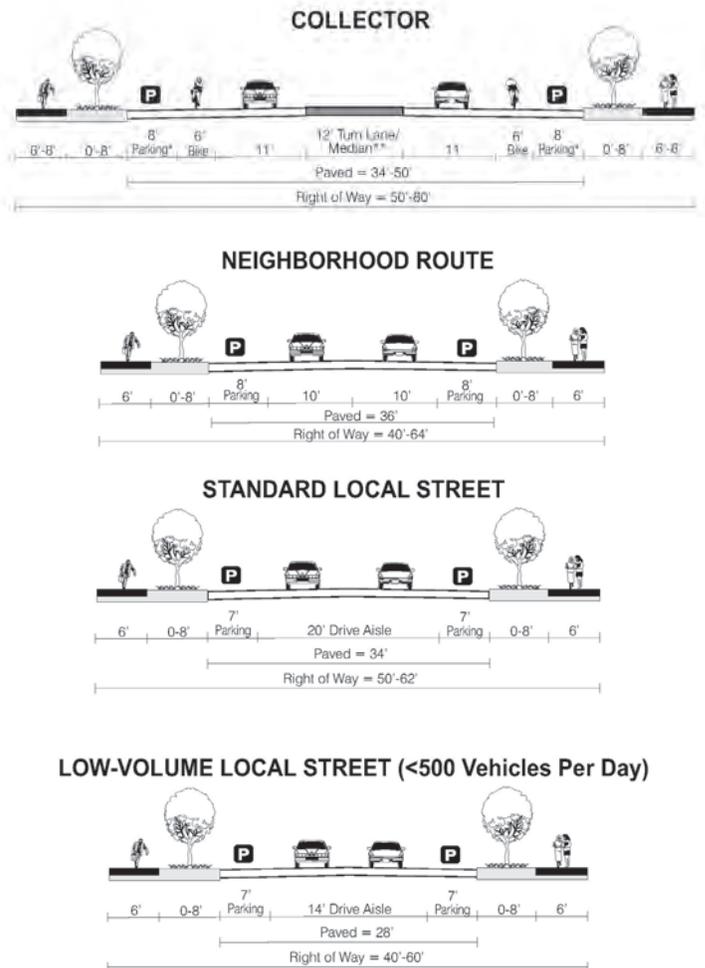


Figure 12: Canby Transportation System Plan street sections

Recommended Code Changes

The following is an assessment of existing code provisions and recommended code amendments that will support the North Redwood Development Concept Plan. Generally, as the North Redwood community develops, a certain amount of flexibility will be needed in order to protect the natural resources that occur in this area while also distributing development capacity across the area in a reasonable equitable manner. The ability for developers to be creative in terms of lot size, shape and layout will be important to ensure that open spaces can be preserved as a community amenity while still maximizing allowable densities.

Overall, the Canby zoning code currently includes provisions that support this kind of flexibility to a significant degree; therefore, recommended revisions in this memo are relatively minimal. Where new language is suggested, it is presented in underline format.

Lot Size Averaging

Lot size averaging allows the city to permit lot sizes that do not meet the minimum and maximum lot size standards in the low and medium density residential zones. This provision allows some flexibility in lot sizes in order to protect natural resources; lots can be smaller or larger as appropriate to work around areas of wetlands, parks and other desired open spaces. Existing language for lot size averaging in the R-1 zone is below. The language for the R-1.5 zone is similar.

Section 16.60.030 Development Standards for the R-1 (low density) Zone

B. Lot area exceptions:

1. The Planning Commission may approve an exception to the minimum and maximum lot area standards in subsection 16.16.030.A as part of a subdivision or partition application when all of the following standards are met:

a. The average area of all lots created through the subject land division, excluding required public park land dedications, surface water management facilities and similar public use areas, shall be no less than seven thousand square feet and no greater than ten thousand square feet. Non-required significant natural resource areas shall be included in the average lot size calculation to enable a transfer of density onto buildable portions of the site. Required areas include identified parks, wetland areas, riparian corridors, and other areas in which building is not permitted under local, state, or federal laws or regulations;

b. No lot shall be created that contains less than six thousand square feet;

c. The lot area standards for two-family dwellings, as provided in Sections 16.16.010 and 16.16.020, shall be met; and

d. As a condition of granting the exception, the city will require the owner to record a deed restriction with the final plat that prevents the re-division of oversized lots (e.g., ten thousand square feet and larger), when such re-division would violate the average lot area provision in subsection 16.16.030.B.1.a. All lots approved for use by more than one dwelling shall be so designated on the final plat.

2. A public benefit must be demonstrated in order to allow more than ten percent of the lots to be outside of the minimum and maximum lot areas in subsection 16.16.030.A.

3. The Planning Commission may modify the maximum lot area requirements in 16.16.030.A if these cannot be met due to existing lot dimensions, road patterns, or other site characteristics.

In the high density (R-2) zone, there are no minimum or maximum lot size standards. Instead, lot size is regulated through minimum density standards in combination with lot width and depth standards.

The lot size averaging provisions require that the overall average lot size still be consistent with the minimum and maximum lot size standard for that zone. It also includes a limit on how small a lot can be (no smaller than 6,000 s.f. in the R-1 zone and 4,000 in the R-1.5 zone). However, the alternative lot layout provisions discussed in the next section allow a further reduction of average lot size. Used in combination, the lot averaging and alternative lot layout provisions provide a high degree of flexibility and are sufficient to support innovative development in the North Redwood area.

One potential revision to the lot size averaging provision is to clarify the language in subsection 1(b) above that states a lot smaller than 6,000 square feet may not be created. This appears to conflict with the alternative lot layout standard that allows a 5,000 square foot reduction in the average lot size. The language could be revised as follows:

b. No lot shall be created that contains less than six thousand square feet, **unless the alternative lot layout option provided in Section 16.64.040 is used;**

A similar revision could be made in the R-1.5 zone.

Another suggested revision relates to the language that defines what a “required” area is when determining what should be included in the average lot size calculations. The city has indicated a willingness to accept dedication of the natural resources area (creek, associated buffer and slopes) in lieu of its standard parkland dedication in the North Redwood area. If that is the case, that dedicated land should be included in the lot size averaging calculation in order to achieve the intended benefit. To allow this possibility, the language could be revised as follows:

a. *The average area of all lots created through the subject land division, excluding required public park land dedications, surface water management facilities and similar public use areas, shall be no less than seven thousand square feet and no greater than ten thousand square feet. Non-required significant natural resource areas shall be included in the average lot size calculation to enable a transfer of density onto buildable portions of the site. Required areas include identified parks, wetland areas, riparian corridors, and other areas in which building is not permitted under local, state, or federal laws or regulations. **For land in the North Redwood DCP area, the Planning Commission may allow public park land dedications to be included in the lot size averaging calculation in order to achieve community development goals and allow protection of natural resources;***

Alternative Lot Layouts

Chapter 16.64 Subdivisions contains provisions for alternative lot layouts that provides additional flexibility to preserve natural resources and contiguous open spaces. If the alternative lot layout option is used, the average minimum lot size may be reduced by 5,000 square feet after subtracting access tracts. Overall development densities must not exceed the maximum density standard for the zone. Language from the alternative lot layout provisions is as follows:

Section 16.64.040 Lots

3. Alternative lot layout. Applicants may deviate from standard lot setbacks and dimensions to accommodate dedicated interconnected open space or other natural areas. Clustered housing, lot-size averaging, and a mixture of approaches where building lots can be grouped into a smaller portion of the total development, reserving the remainder for open space or other natural areas. Alternative development layouts shall not exceed the underlying maximum density allowed by the zone.

4. When using the alternative lot layout option, the following must be met:

a. The arrangement of the alternative lot layout shall be designed to avoid development forms commonly known as linear, straight-line or highway strip patterns.

b. To the maximum extent possible, open space and natural areas, where used, shall be continuous, interconnected, and concentrated in large usable areas.

c. Where possible, open space shall be connected to adjacent off-site open space areas.

d. Open space and natural areas shall be maintained permanently by the property owner or the property owner's association.

Use of this provision would allow lots as small as 2,000 square feet in the R-1 zone and would result in no minimum lot size in the R-1.5 zone, thus providing a developer the flexibility to cluster lots in order to protect natural resources. The alternative lot layout also allows deviation from the required setbacks and lot width and frontage standards. No revisions to the alternative lot layout provisions are recommended.

Planned Unit Developments

Planned Unit Development (PUD) provisions could be used for a variety of purposes in the North Redwood area. They would allow for lot size averaging, alternative lot layouts, and protection of natural areas, with the development potential in those areas captured in the developable portion of a site. While use of the city's PUD process would provide opportunities for more development flexibility, such processes are most effective when applied to larger properties or developments. As a result, they would be most applicable on larger properties in the study area and/or in areas where property ownership can be consolidated. No revisions to the PUD provisions are recommended.

Annexation

The existing code contains provisions for annexation of new properties into the city boundary. For properties that are within a designated Development Concept Plan (DCP) area, a DCP must be adopted by the city before a zone change will be approved for a newly annexed property. The language is as follows:

Section 16.84.040 Standards and Criteria for Annexation

A. The following criteria shall apply to all annexation requests.

1. The City of Canby Annexation Development Map shall determine which properties are required to submit either (See Figure 16.84.040):

b. A Development Concept Plan (DCP) binding for all properties located within the boundaries of a designated DCP area as shown on the City of Canby Annexation Development Map. A Development Concept Plan shall address City of Canby infrastructure requirements including:

- 1. Water*
- 2. Sewer*
- 3. Stormwater*
- 4. Access*
- 5. Internal Circulation*
- 6. Street Standards*
- 7. Fire Department requirements*
- 8. Parks and open space*

For newly annexed properties that are within the boundaries of a DCP area as designated on the City of Canby Annexation Development Map: A Development Concept Plan shall be adopted by the Canby City Council prior to granting a change in zoning classification.

While this language ensures that a DCP be adopted prior to a zone change, it does not specify that zone changes occurring after annexation must be consistent with the DCP. To address this, the standards and criteria section could be revised as follows:

Section 16.84.040 Standards and Criteria for Annexation

A. *The following criteria shall apply to all annexation requests.*

...

8. *Statement indicating the type and nature of any comprehensive Plan text or map amendments or Zoning text or map amendments that may be required to complete the proposed development.*

Proposed zoning must be consistent with zoning identified in any applicable adopted Development Concept Plan.

Infrastructure

(Recommended Changes to City Facility Plans and Standards)

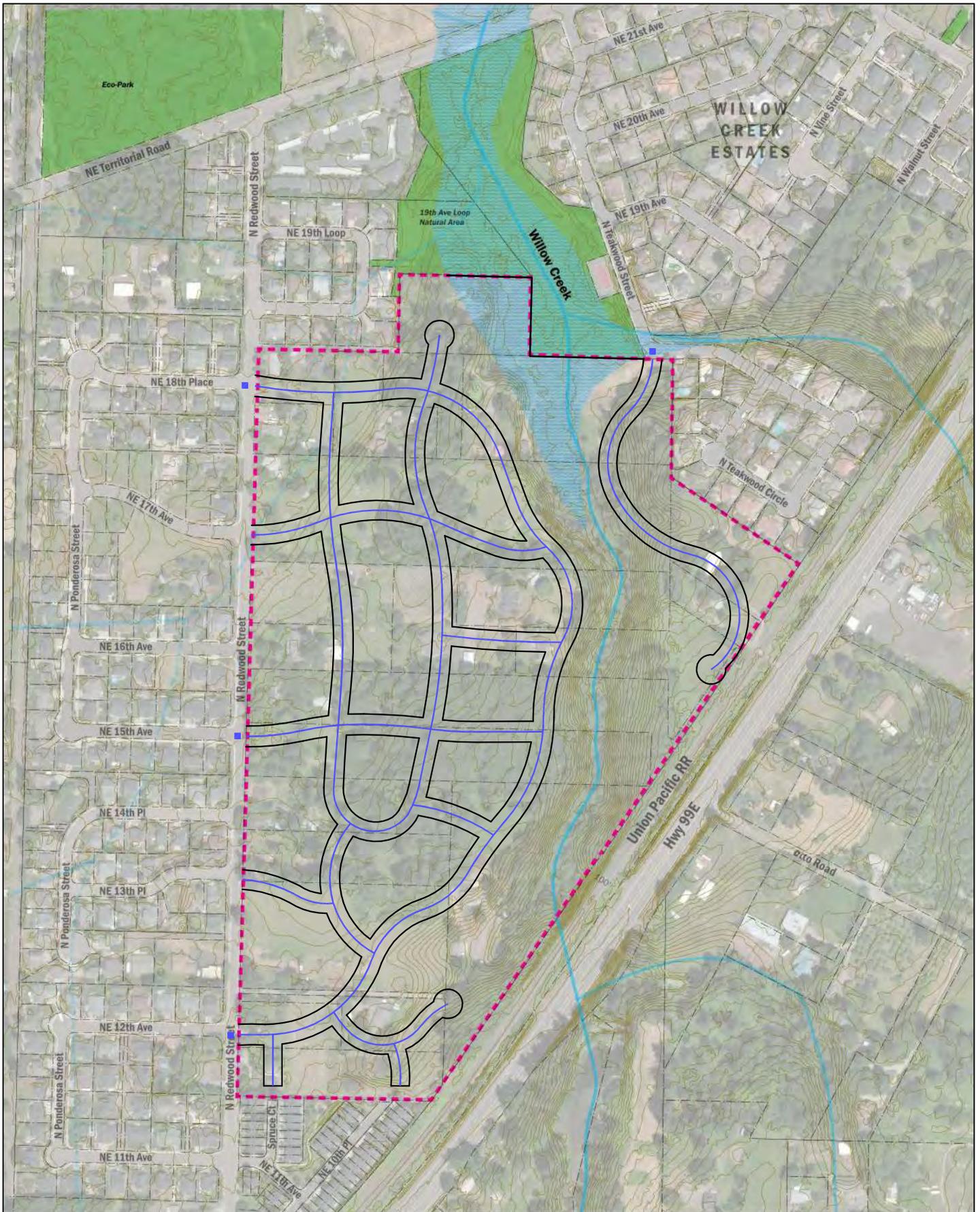


Figure 13: Water Map

LEGEND

Connect to Existing Water Main
Water Pipe



**NORTH REDWOOD DEVELOPMENT CONCEPT
BASE MAP**

0 100 200 400 800 Feet

Infrastructure: Water

Water within the City of Canby is provided by Canby Utility. Canby Utility completed a Water System Master Plan in 2010. The system analysis in the master plan included all areas within the Urban Growth Boundary, which includes the North Redwood site.

Waterlines adjacent to the project include an existing 12-inch waterline in N. Redwood Street and an 8-inch line in N. Teakwood Street. A 14-inch transmission line is located in NE Territorial Road to the North.

The North Redwood site can be served by Canby Utility via connections to the existing waterlines in N. Redwood Street and N. Teakwood Street. The project site is bisected by Willow Creek. Areas west and east of Willow Creek would be served via separate connections to the existing water system.

Proposed development west of Willow Creek can be served by connections to the existing 12-inch line in N. Redwood Street. A minimum of two connections to the N. Redwood Street waterline is recommended in order to provide a looped water system. The actual locations of the connections to the existing waterline may vary depending on the order in which properties develop. In addition, looping of waterlines within the proposed development is recommended.

Proposed development east of Willow Creek can be served by a connection to the existing water line in N. Teakwood Street. Based on the existing development adjacent to the North Redwood site, there will likely not be an opportunity to loop the water lines east of Willow Creek.

Figure 13 shows existing waterlines in the vicinity of the North Redwood site along with proposed connections to serve the site, and a schematic layout of the water system within the preferred alternative.

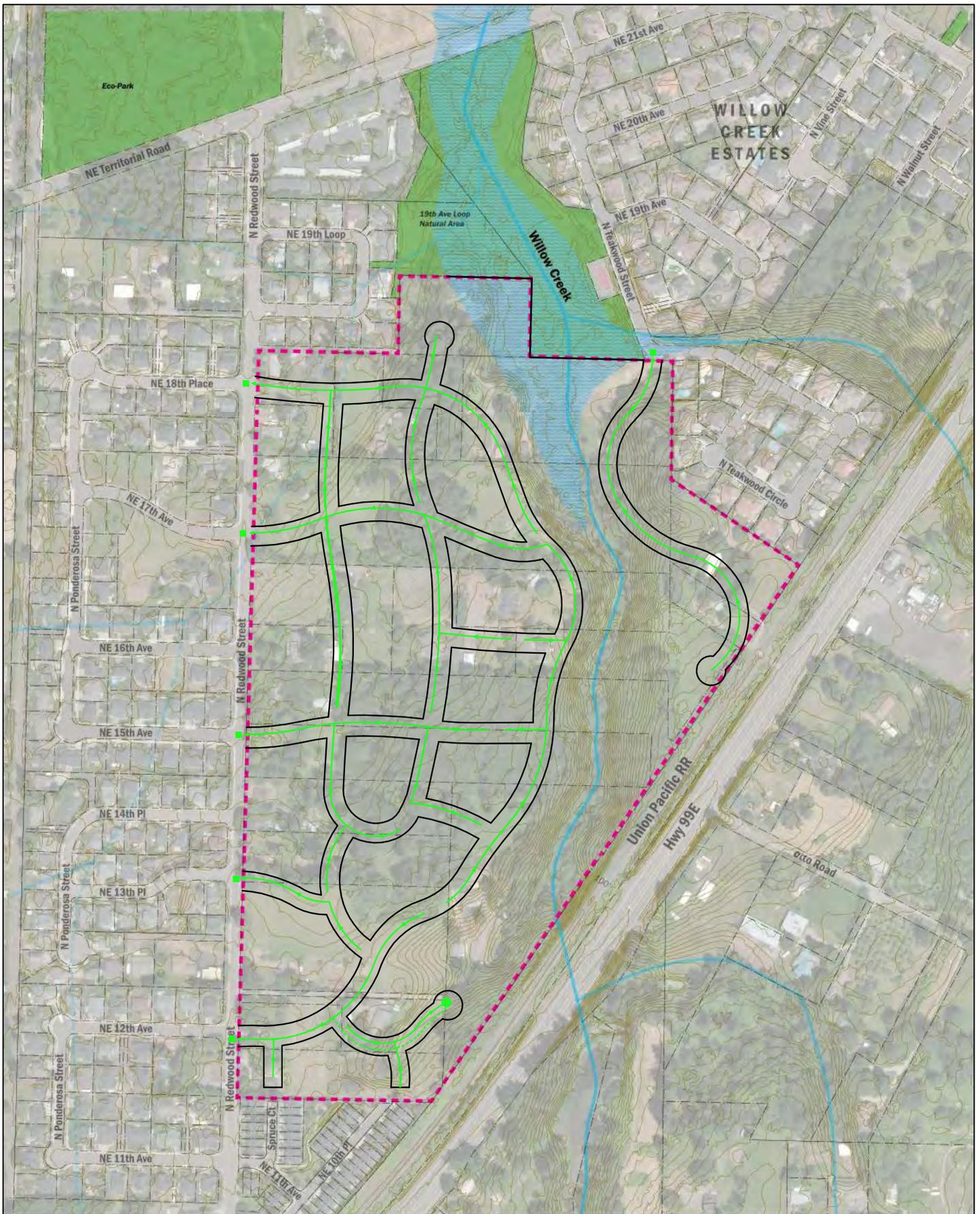


Figure 14: Sanitary Sewer Map

LEGEND
 Connect to Existing Sanitary Sanitary Pipe (Gravity) —
 Pump Station ●
 Sanitary Pipe (Pressure) - - -



**NORTH REDWOOD DEVELOPMENT CONCEPT
 BASE MAP**
 0 100 200 400 800 Feet

Infrastructure: Sanitary Sewer

Sanitary sewer service is provided by the City of Canby. Systems are required to be approved by and to comply with the requirements of Oregon Department of Environmental Quality.

The North Redwood Site can be delineated into two sanitary sewer basins:

- Basin 1: West of Willow Creek
- Basin 2: East of Willow Creek

Figure 14 shows each of the sanitary basins, potential sanitary sewer routes based on the preferred alternatives, and a potential pump station location.

Basin 1

Basin 1 contains the area east of North Redwood Street and west of Willow Creek. An existing 15-inch sanitary sewer line located N. Redwood Street will serve this basin. According to as-built records, the existing sewer line is approximately 8-feet deep. Any areas uphill of N. Redwood Street can feed into this line via gravity. Based on GIS contour information, the ground within the project site generally slopes from the ridge above Willow Creek to North Redwood Street at approximately 1.5 percent. There is a sizeable area within Basin 1 that has a 2 to 4 foot depression, which would need to be filled in order to provide gravity sewer service to the area. Developable areas immediately adjacent to Willow Creek would likely require a pressure sewer and a small lift station in order to provide service to the area.

Multiple connections to the existing sewer line are proposed for the preferred alternative. Planning for multiple connections will allow for increased flexibility in the order in which individual properties can develop. Depending on the order in which properties develop, there may be more or less connections to the existing system that shown in Figure 14.

Project Memo #5 described the possibility of providing a sewer connection for the northernmost parcel in the project site via a gravity connection to an existing sewer line in NE 19th Loop. However, further analysis of the preferred alternative shows that a gravity connection cannot be made to NE 19th Loop. It does appear that with some fill in this area, a gravity connection could be made within Basin 1 for this area. An alternative to filling this development area would be a pressure sewer system that connects to Basin 1.

Capacity of the existing line in N. Redwood Street should be verified prior to development.

Basin 2

Basin 2 contains the area within the North Redwood project site that lies east of Willow Creek. This area will be served via a connection to an existing sanitary sewer line in N Teakwood Street. Flow from the Teakwood Street sewer line flows to the existing Willow Creek Pump Station located at NE Territorial Road at Willow Creek.

The elevation and capacity of the existing sewer lines should be verified prior to development. In addition, the existing Willow Creek Pump Station should be evaluated to determine if it has capacity for the additional flow.

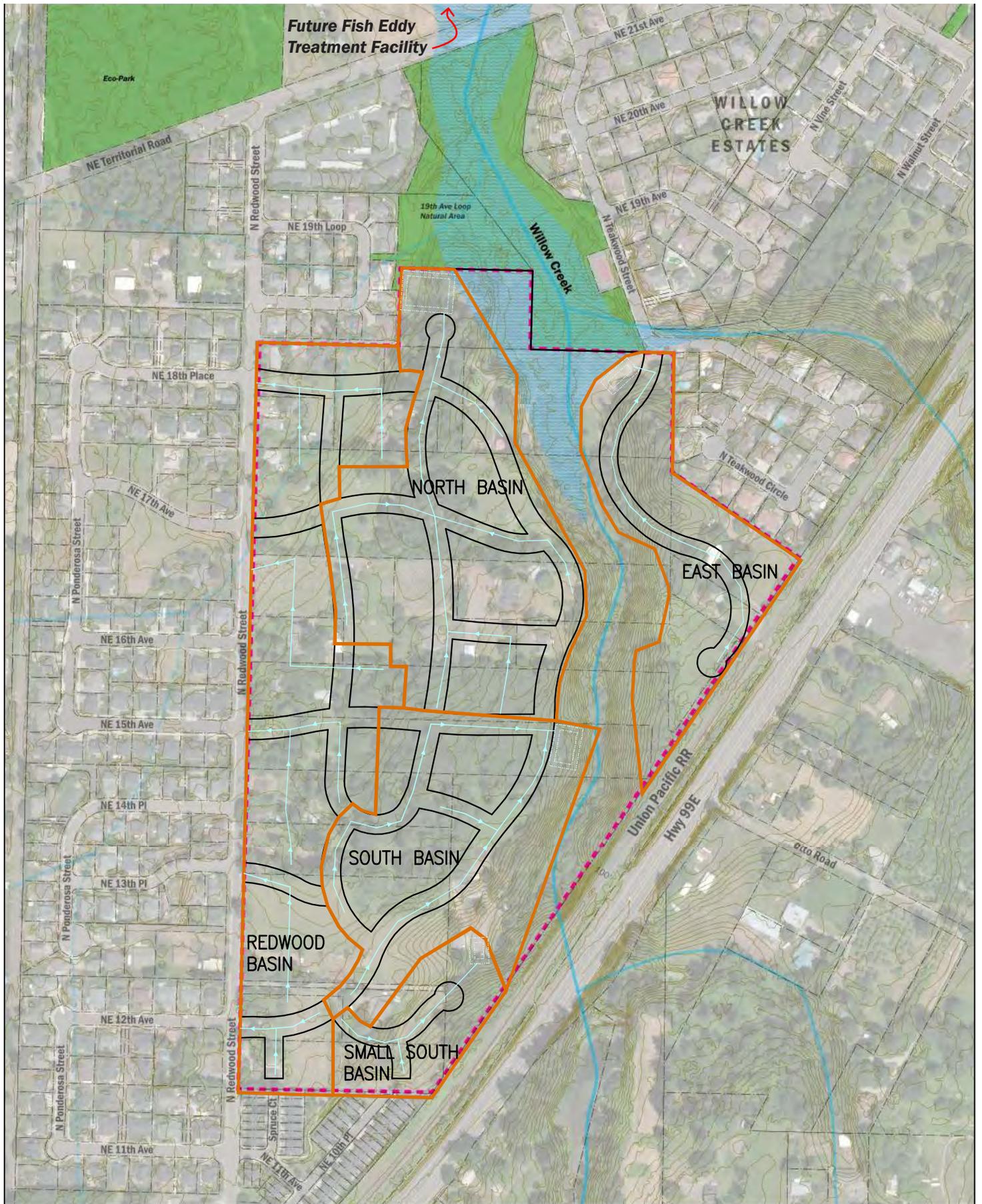


Figure 15: Stormwater Map

Note: Alleys recommended where required for stormwater conveyance.



Typical LIDA facilities: Swale



Typical LIDA facilities: Water Quality Pond



Typical LIDA facilities: Residential rain garden

Infrastructure: Stormwater

The City of Canby Public Works Design Standards (Sections 4.109, 4.309, and 4.310) provide criteria for the design of water quality treatment facilities for storm water runoff. Acceptable methods of treatment include vegetated swales, extended dry ponds, constructed wetlands, Low Impact Development Approaches (LIDA), or proprietary treatment devices. Although all of these methods are acceptable forms of treatment, the City encourages the use of LIDA facilities for water quality treatment of stormwater.

In addition, stormwater quantity management will be required for all runoff from all development within the North Redwood Concept Plan area unless it can be demonstrated that there are no adverse downstream impacts. Prior to development, a downstream analysis should be performed to determine if water quantity management is required, per the City of Canby Public Works Design Standards, Section 4.205. If deemed necessary, the volume to be detained will be the volume necessary to limit the post-developed site peak discharge rate to pre-developed runoff rates for all storm events with a recurrence interval less than or equal to 25 years (2, 5, 10, and 25-year storm events). Detention and retention facilities are both acceptable methods of water quantity management. In accordance with City of Canby Standards, facilities shall be designed per CWS Design and Construction Standards, Chapter 4.

Storm sewer conveyance facilities shall be designed for the 10-year design storm event. According to the City of Canby Design Standards (section 4.206), peak design flows for conveyance can be calculated using the rational method, the SCS Curve Number method, or the Santa Barbara Urban Hydrograph method.

Other Potential Design Standards

Many development projects result in impacts to jurisdictional wetlands or waterways. These impacts trigger a State and Federal permitting process with the Oregon Department of State Lands and U.S Army Corps of Engineers, respectively, through a Joint Permit Application.

The federal wetland permitting process for impacts to jurisdictional wetlands or waterways (i.e. Willow Creek) in the North Redwood Concept Plan area is likely going to require Endangered Species Act (ESA) consultation as part of the permitting process.

Through the ESA Consultation process, the National Marine Fisheries Service (NMFS) will require a higher level of stormwater management than would be required by the City of Canby and by the Clean Water Services Design & Construction Standards. Design for stormwater management would follow the more stringent standards set by the Corps' "Standard Local Operating Procedures for Endangered Species (SLOPES) for Stormwater, Transportation, and Utilities". Based upon current information from NMFS, they would expect:

1) Stormwater quality facilities are sized to treat a volume equal to 50% of the cumulative rainfall from the 2-year, 24-hour precipitation falling on all contributing impervious areas from the development.

2) Stormwater quantity facilities are designed to maintain the frequency and duration of flows generated by storms falling between the lower discharge endpoint (42% of 2-year event) and the upper discharge endpoint (10-year event).

Existing Topography and Soils

West of Willow Creek, the site topography generally slopes from the ridge above Willow Creek west to N. Redwood Street. In addition, the site generally slopes from south to north. East of Willow Creek, the site generally slopes from east to west, toward Willow Creek, and also from south to north.

According to the NRCS Soil Survey, the majority of the site is Latourell Loam soils, which is in Hydrologic Soils Group B. Group B soils are generally well draining and are suitable for infiltration. Smaller portions of the site in are Amity Silt Loam (Hydrologic Group C/D) and McBee Silty Clay Loam (Hydrologic Group C). Hydrologic Group C and D soils are moderately to poorly drained soils and generally aren't suitable for infiltration. Information from the NRCS Soil Survey can be found in Memo #2, page 8.

Although the NRCS data shows that the majority of the site is well draining, staff at the City have received reports from neighboring property owners noting that the soils in this area do not drain well. Before infiltration is chosen as an option for this site, a geotechnical investigation and infiltration testing should be conducted.

Existing Facilities

There is an existing storm drain pipe in N Redwood Street which has excess capacity equivalent to approximately 11.8 acres of impervious surface. This storm drain was constructed as part of an advanced financing district for the neighborhood east of N. Redwood Street. Utilization of this storm drain by the North Redwood project site may require that developers contribute to the cost that was incurred by the neighboring property owners for the construction of this line.

The N Redwood storm drain discharges to the Fish Eddy site. According to the City's stormwater master plan, a treatment wetland will be constructed as part of the restoration of the Fish Eddy property. The treatment wetland will provide water quality treatment and detention for runoff that utilizes the N. Redwood storm drain line and future Willow Creek Drainage.

Existing pipes in N Redwood Street should be surveyed to determine the elevation of the existing storm sewer in order to evaluate the extent to which the North Redwood Concept Plan area can drain to the existing N Redwood Street storm sewer conveyance system.

Willow Creek bisects the site approximately 1,000 feet east of N Redwood Street. Willow Creek flows north through the 19th Avenue Natural Area and discharges through a weir structure to two 36-inch diameter culverts under NE Territorial Road. North of Territorial Road, Willow Creek enters the Fish Eddy site on its way to the Willamette River. In accordance with City standards, stormwater treatment is required prior to discharging runoff into Willow Creek.

Hydrology

The hydrologic computations focus on the quality and quantity control system design storms, which use the 2-year, 10-year, and 25-year frequency, 24-hour duration design storm events and the Santa Barbara Urban Hydrograph (SBUH) method. Rainfall depths for the storm events of interest, obtained from the ODOT 24-hour isopluvial maps and listed in Table 2, were applied to the NRCS Type 1A rainfall distribution.

Recurrence Interval	Precipitation Depth (in)
2-Year	2.40
10-Year	3.40
25-Year	3.80

Table 2: Precipitation Depths for 24-Hour Duration Storm Events

Runoff Curve Numbers (CN), listed in Table 3 for impervious and pervious surfaces, were selected using the TR-55 runoff curve number table.

Category	Cover Type	Hydrologic Soil Group	Curve Number
Impervious Area	Pavement, roofs, sidewalks	C, B	98
Pre-development Pervious Area	Woods/ grass Comb, Fair	B	65
Pre-development Pervious Area	Woods/ grass Comb, Fair	C	76
Pre-development Pervious Area	Woods/ grass Comb, Fair	D	82
Post-development Pervious Area	50-75% Grass Cover, Fair	B	69
Post-development Pervious Area	50-75% Grass Cover, Fair	C	79
Post-development Pervious Area	50-75% Grass Cover, Fair	D	84

Table 3: Runoff Curve Numbers

In accordance with City of Canby Standards, water quality facilities shall be designed per CWS Design and Construction Standards, Chapter 4. Stormwater facilities shall be designed for a dry weather storm event totaling 0.36 inches of precipitation falling in four hours with an average storm return period of 96 hours.

Stormwater Basins and Management

The basin east of Willow Creek is approximately 7.6 acres. Stormwater runoff will be conveyed north and receive treatment and quantity control in a stormwater facility before being discharged into Willow Creek.

The existing storm drain in N Redwood Street should be utilized for areas of the site that, for topographic reasons, cannot be conveyed to Willow Creek. A maximum of 11.8 acres of impervious area or street right-of-way can be conveyed to N Redwood Street. If the drainage area directed to N Redwood Street contained both right-of-way and lot runoff, then an equivalent area of approximately 18 acres (assuming 60% impervious) could be conveyed to N Redwood Street. The basin that is expected to drain to N Redwood Street is 17.8 acres. It is assumed that connections to the existing system in N Redwood Street can be made at a depth of five feet. Treatment of this runoff would occur at the Fish Eddy site, as part of the treatment wetland capital improvement project.

A small 3.7 acre basin at the south end of the site and west of Willow Creek is in a low area that cannot be drained northward. Stormwater runoff will be conveyed east and receive treatment and quantity control in a stormwater facility before being discharged into Willow Creek.

An 11.7-acre basin is south of the main East-West Neighborhood route. Stormwater runoff will be conveyed north and east to receive treatment and quantity control in a stormwater facility before being discharged into Willow Creek.

The basin north of the main East-West Neighborhood route is 15.7 acres. Stormwater runoff will be conveyed north and east to receive treatment and quantity control in a stormwater facility before being discharged into Willow Creek. Portions of this basin will need to be filled to maintain positive flow to the north.

Existing and proposed condition peak runoff rates were calculated using HydroCAD v10.0 software. Table 4 summarizes peak runoff rates, and calculations are included in Appendix D.

The detention facilities with a water quality swale in the bottom have four feet of detention depth and one foot of freeboard with side slopes of 3H:1V. Table 5 summarizes the pond areas and volumes.

Catchment/ Facility ID	Top Surface Area (sf)	Pond Volume (cf)
Basin East	4,960	11,700
Basin Small South	3,740	10,100
Basin South	9,670	30,100
Basin North	17,680	57,400

Table 5: Detention Basin Volumes

Catchment/ Facility ID	Peak Flow Rate (cfs)	10-year		25-year		Proposed (Detained)	
		Existing	Proposed	Existing	Proposed	Existing	Proposed
Basin Redwood	0.39	1.36	1.17	8.75	1.8	10.45	NA
Basin East	0.15	1.29	0.43	2.46	0.72	2.99	0.62
Basin Small South	0.07	1.15	0.24	1.85	0.41	2.15	0.38
Basin South	0.23	3.11	0.70	5.12	1.18	6.00	1.15
Basin North	0.32	3.96	0.83	6.66	1.22	7.84	1.08

Table 4: Facility Flow Control Summary

Infiltration

If a geotechnical analysis concludes that infiltration is appropriate for this site, it can be used as a method of storm water retention and disposal. Individual lot drainage can be disposed of on site. Right-of-way runoff could be infiltrated through a combination of LIDA facilities and drywells or retention ponds. If the geotechnical analysis concludes that infiltration is not appropriate for this site, stormwater would need to be conveyed to Willow Creek for disposal. The use of infiltration drywells to dispose of stormwater will trigger a different permitting process. Stormwater infiltration Drywells are is considered an underground injection control (UIC) and is regulated by the Safe Drinking Water Act. DEQ administers a permitting process for UICs.

Planning Level Infrastructure Costs

Table 6 below shows conceptual level unit costs for many of the elements that will be required for the development of this site.

Item	Unit Cost	Assumptions
Streets	\$490/LF	This cost includes base rock, AC pavement, curb and gutter, and sidewalks as well as grading of both streets and lots. The cost does not include street trees, landscaping, or retaining walls. Cost is based on dollars per linear foot of street.
Storm Drain Conveyance	\$150/LF	This cost includes pipe, inlets, and manholes. The cost does not include water quality or quantity management facilities. Unit cost is based on total street length.
Stormwater Management Facilities	\$15,000/acre	This cost is based on dollars per acre of overall development. It includes water quality and water quantity facilities.
Sanitary Sewer Conveyance	\$130/LF	This cost includes pipe, manholes, and laterals for gravity and pressure sewer conveyance. The cost does not include pump stations. Unit cost is based on total street length.
Sanitary Sewer Pump Station	\$150,000/each	This cost includes a small sanitary sewer pump station. Unit cost is based on total street length.
Waterline	\$100/LF	This cost includes pipe, fittings, and fire hydrants. The cost does not include water services and meters. Unit cost is based on total street length.
Franchise Utilities and Street Lights	\$130/LF	This costs includes conduit for franchise utilities, vaults and street lights. Unit cost is based on total street length.
Vehicular Bridge over Willow Creek	\$1,000,000 - \$1,200,000/each	Cost is for a 44 ft wide single span bridge. Costs vary with length of structure. The low end is for a 110' long bridge; high end is for a 150' long structure.
Pedestrian Bridge over Willow Creek	\$65,000 - \$265,000/each	Cost is for a 10 ft wide weathering steel truss type bridge with a concrete deck. Costs vary with length of structure, which depends on where the pedestrian bridge will be located. The low end is for a 40' long structure; high end is for a 120' long structure.

Table 6: Conceptual Unit costs for North Redwood development

Table 7, below, shows the above unit prices applied to the preferred alternative to arrive at a total cost of development for the North Redwood Concept Plan.

Item	Quantity	Unit	Unit Cost*	Total Cost
Streets	11,450	LF	\$490	\$5,610,500
Storm Drain	11,450	LF	\$150	\$1,717,500
Sanitary Sewer	11,450	LF	\$130	\$1,488,500
Waterline	11,450	LF	\$100	\$1,145,000
Franchise Utilities	11,450	LF	\$130	\$1,488,500
Stormwater Management Facilities	56.8	Acre	\$15,000	\$852,000
Sanitary Sewer Pump Station	1	Each	\$150,000	\$150,000
Pedestrian Bridge	1	Each	\$265,000	\$265,000
Total Cost				\$12,717,000

**Typical subdivision costs were developed from construction costs of a recent 16.3 acre single family subdivision in Washington County. Bridge costs were developed from costs of structures of similar size and type. All costs assume dry weather construction and rock excavation is not included. Costs include 30% contingency. Costs are construction costs and do not include soft costs such as engineering and permit fees.*

Table 7. Preferred Alternative Planning Level Infrastructure Costs

Implementation and Funding

District Infrastructure Cost Sharing Options

The following is a summary of infrastructure cost sharing options that could be considered for this study area. It will be challenging to equitably distribute the costs and benefits of development in the study area, given the number of property owners, and the wide range of property sizes and access to existing infrastructure. We recommend that a more thorough funding plan be conducted as a follow up to this Concept Plan, and this funding plan may require additional engineering, costing, and financial analysis.

Plan Considerations

From an infrastructure funding point of view, the North Redwood DCP should feature roadways and other infrastructure (particularly sewer and water lines in road rights of way) that are located along property lines whenever possible. Another alternative is to locate infrastructure in the middle of larger properties. Infrastructure that is located in these ways maximizes the amount of developable property.

In addition, it is clearer which property owners will be responsible for paying for individual segments of linear, parcel line-based infrastructure. This can avoid challenges; for example if an intermediary owner does not wish to develop, they can effectively preclude other owners from developing.

When possible, roadways should also be laid out so that they do not disproportionately burden certain property owners. For example, if possible, roads should not run through small properties because (in the absence of a district funding solution) this will disproportionately increase such owners' infrastructure costs, while reducing their potential revenues (residential lot or home sales). On larger properties, where roads will be needed and there is more developable land, this is less of an issue.

Cost Sharing Between Two Property Owners

When roadways straddle property lines, each property owner is responsible for building and paying for one-half of the roadway infrastructure. Sometimes, the first-in developer will build the entire roadway and place a reimbursement district or latecomer agreement on the other property owner(s), which requires the latecomer property owners to pay their share of infrastructure costs at the time of development. Such a reimbursement district must be approved by the City. Since such an agreement would likely be between just a few property owners, it is not considered in the "district" funding tools summarized below.

Summary of District Funding Options

One or more “district funding tools” will likely be needed to fund some improvements. These options are listed below and described in Appendix B. The first three options may be initiated by either property owners/developers, or the City, while Urban Renewal and the City’s CIP can only be implemented at the discretion of the City.

- Local Improvement District (LID)
- Advance Finance District (AFD)
- Reimbursement District (RD)
- Urban Renewal
- City of Canby Capital Improvement Projects (CIP)

District Funding: Uses of Funds

Our recommendation is that one or more of the district funding tools listed above be implemented in order to pay for a set of “district infrastructure.” As used here, the term “district infrastructure” means transportation, sewer, water, stormwater, or parks/open space that benefits most or all of the properties within the study area, and whose costs should not reasonably be paid by one property owners.

The proposed neighborhood park is an example of something all future residents will benefit from, not just those who live on the property where it will be built. In addition, it would not be fair to require one property owner to build such a park since they would then bear a disproportionate share of infrastructure costs.

District infrastructure can be contrasted with “local” infrastructure, which largely benefits an individual’s property, is required as a condition of development in order for homes to be built on that property, and is approximately the same size and cost as the infrastructure on other properties. A road on an individual’s property is an example, since that road would be required in order for development to occur.

We recommend that one or more of the district funding tools listed above be implemented in order to pay for the following “district” infrastructure:

Parks

- Neighborhood Park, including the cost of land (approximately 1 acre, with the value to be based on an appraisal), and improvements to the park (e.g., landscaping, play structures, etc.).
- Willow Creek Natural Area. The district should also pay for land and improvement costs within the 7.8-acre Willow Creek Natural Area. However, the value of this property will be considerably lower than the land to be purchased for the Neighborhood Park, since much of this land is sloped or wetlands and therefore cannot be developed. Nonetheless, the land likely has some value for recreation, enjoyment, agriculture, or other purposes. For the purposes of this analysis, a planning-level value estimate of \$2.50 per square foot is used; an appraisal or other valuation will be required in order to establish the land’s value. In addition, the cost of improvements in this park are expected to be lower since the improvements will be simpler.

A summary of preliminary planning-level cost estimates is included below.

The parks-associated assessment payments that property owners make into an LID, AFD, or RD will be creditable against the parks Systems Development Charges (SDCs) that they owe at the time of development (typically building permits). Thus, the cost of the parks infrastructure shown above will be offset against future SDCs owed.

A pedestrian bridge is planned and will benefit most of the properties in the subject area. The estimated cost is \$265,000.

A sewer pump station is planned and will benefit most of the properties in the subject area. The estimated cost is \$150,000.

Total District Costs. Based on the above costs, the total amount to be funded by the district funding mechanism would be \$4,215,000, not inclusive of administrative and financing costs. Note, that the costs listed on page 32 include elements that individual properties will have to account for themselves.

Appendices

Appendix A: Meeting Notes & Memos

There are a number of supporting memos and meeting minutes that should be consulted as background information for this DCP. Links to the project's Basecamp are included. The Final DCP will shift these links to the City's website to ensure accessibility to all interested citizens.

Project Memos:

Memo #1: Project Planning and Implementation

<https://dks.basecamp.com/projects/12553863/file/199661134/Task%201B%20-%20Canby%20NR%20Project%20Memo%20%231%20-%20Final.pdf>

Memo #2: Existing Conditions

https://dks.basecamp.com/projects/12553863/file/199661133/Deliverable%201C-Canby%20NR%20Project%20Memo%20%232-%20Final%20_12_15.pdf

Memo #3: Development Rights and Best Development Practices

<https://dks.basecamp.com/projects/12553863/file/202362264/Deliverable%20A-Final%20Canby%20NR%20Project%20Memo%20%233.pdf>

Memo #4: Evaluation Criteria

https://dks.basecamp.com/projects/12553863/file/199661131/Deliverable%202B-Canby%20NR-Memo%234_2_13_15.pdf

Memo #5: Alternative DCPs

https://dks.basecamp.com/projects/12553863/file/206516864/Deliverable%205C-Draft%20Canby%20NR%20Project%20Memo%20%235_FINAL.pdf

Meeting Notes:

Stakeholder Interview Summary (Deliverable 2D)

<https://dks.basecamp.com/P91089520>

Project Management Team (PMT) #1

https://dks.basecamp.com/projects/12553863/file/206607292/Deliverable%201C-Canby%20NR-PMT%231_11_20_14.pdf

Project Management Team (PMT) #2

https://dks.basecamp.com/projects/12553863/file/199093009/Deliverable%202C-Canby%20NR-PMT%232_1_29_15.pdf

Project Management Team (PMT) #3

<https://dks.basecamp.com/projects/12553863/file/201625080/Deliverable%203A%20PMT%20%233%20Meeting%20Notes.pdf>

Project Management Team (PMT) #4

https://dks.basecamp.com/projects/12553863/file/206607293/Deliverable%206A-Canby%20NR-PMT%234%20Notes_6_22_15.pdf

Committee Meeting Notes:

Technical Advisory Committee (TAC) #1

<https://dks.basecamp.com/projects/12553863/file/199661136/Deliverable%20E%20TAC%20%231%20Meeting%20Notes.pdf>

Technical Advisory Committee (TAC) #2

<https://dks.basecamp.com/projects/12553863/file/204362042/Deliverable%204C%20TAC%20%232%20Meeting%20Notes.pdf>

Stakeholder Advisory Committee (SAC) #1

TAC/SAC Presentation:

https://dks.basecamp.com/projects/12553863/file/199661132/NR%20DCP%20TAC-SAC%20Presentation%20_9_15rev.pdf

Notes:

<https://dks.basecamp.com/projects/12553863/file/204362042/Deliverable%204C%20TAC%20%232%20Meeting%20Notes.pdf>

Stakeholder Advisory Committee (SAC) #2

Notes:

<https://dks.basecamp.com/projects/12553863/file/199661135/Deliverable%202F%20SAC%20%231%20Meeting%20Notes.pdf>

TAC/SAC Presentation:

<https://dks.basecamp.com/projects/12553863/file/203642492/NR%20DCP%20TAC-SAC%20Slides%20Final.pdf>

Stakeholder Advisory Committee (SAC) #3

Technical Advisory Committee (TAC) #3

Combined. Scheduled for July 14

Project Website Input (Deliverable 1D)

https://dks.basecamp.com/projects/12553863/file/198869405/Deliverable%201D-Canby%20NR-ProjectWebsite_1_30_15.pdf

Public Event Summaries/Materials:

Public Event #1

Summary: (to be added)

Presentation

<https://dks.basecamp.com/projects/12553863/file/206608151/NR%20DCP%20Public%20Event%20%231%20Slides.pdf>

Public Event #2

Summary:

<https://dks.basecamp.com/projects/12553863/file/206605439/Deliverable%205B%20Public%20Event%20%232%20Notes.pdf>

Presentation:

<https://dks.basecamp.com/projects/12553863/file/206540087/NR%20DCP%20Public%20Event%20%232%20Slides%20for%20Web.pdf>

Appendix B: Funding Toolkit: Additional Information

Local Improvement District

Property owners within a defined district are assessed a fee based on the proportional benefits they receive from the district. This fee is established at inception of the district and may be paid upfront or financed over time. In contrast to a Reimbursement District, property owners must begin paying the fee at the time of district creation, not at the time they permit their property for development. The advantage of this method is considerable additional security such bonds can be issued against future LID revenues; whereas Reimbursement District revenues are too uncertain to support bonds.

LIDs typically require the approval of a majority of the affected property owners in the district via a vote; however, exact implementation procedures based on City ordinance. Owners benefit from paying costs over time and the City's access to a lower interest rate. See ORS 223.387 for details on LIDs.

Advance Finance District

Similar to LID in that the district distributes the cost of infrastructure commensurate with benefit to individual properties. A critical difference is that developer/property owner payments are due at the time of service connection rather than immediately at the time of district formation. According to the City, an Advance Finance District was implemented by the City in order to fund a sewer line in North Redwood Street.

Reimbursement District

One or more capital improvements are identified by the City or developers, along with the district (area) within which properties benefit from the improvement. All property owners are assessed a pro rata fee that corresponds to the benefits they will enjoy from the improvement(s), typically on a per unit or square foot basis. These "latecomer" reimbursement fees are paid by later developers to the party that initiated the district at the time of project permitting, and are typically in addition to any SDCs owed. Districts can be initiated by either developers or the City.

In this way, a structure can be devised whereby both early- and later-phase developers pay the same amount. The City or early-phase developers pay directly by building and paying for the infrastructure, and later-phase developers reimburse the initial builder.

One drawback to developer-initiated reimbursement districts is that they typically close or "sunset" after 10 to 15 years, after which no further fees can be received, and therefore the entities that pay for the capital improvement cannot be certain that they will be paid back in full; repayment depends on how fast the district develops. Cities can extend reimbursement districts beyond this time frame, and can extend developer-initiated districts.

Models for this type of arrangement is the Coffee Lake Drive Sewer Improvements Reimbursement District formed by the City of Wilsonville in 2012; and a reimbursement district that was formed in advance of the Woodburn Outlet Mall. In the latter case, any development that followed the outlet mall's construction owed a portion of the I-5 interchange improvement costs to the outlet mall's developer.

Other Funding Tools

Other funding tools may be available to the City, but are not believed to be well suited for the North Redwood Area. These include:

Capital Improvement Program

Cities typically maintain multi-year capital improvement programs (CIP), which include prioritized, multi-year list of the transportation, sanitary sewer, water, stormwater, parks, and potentially other infrastructure that will be funded and built. Typically, the CIP includes projects that have a citywide benefit, or a benefit beyond a single local development. CIPs are typically funded from Systems Development Charges (SDCs), as well as General Fund sources, grants and loans, intergovernmental transfers, and other sources. It is possible that one or more improvements in the North Redwood Area could be included in the City's CIP; however, the consultant team is not aware of any improvements within the study area that will have significant benefits beyond the study area itself.

Urban Renewal/Tax Increment Financing

The creation of a new urban renewal district is time consuming; may require support from other taxing jurisdictions such as the County and School District; and is usually associated with special areas where development serves a larger public goal, such as downtowns and waterfront areas.

Systems Development Charges

SDCs are assessments made by local governments on new real estate development. SDCs provide a mechanism for local governments to pay for infrastructure needs associated with growth without raising taxes or fees for services. Government entities levy impact fees against developers at the time of development to cover the additional costs to serve the new development. Impact fees typically cannot be used to correct existing deficiencies in public facilities.

While SDCs are important and would be collected as the area develops, they are likely to be directed to the City's CIP and the projects of citywide importance that the CIP funds, rather than projects in the North Redwood area. In most cases, developers would pay SDCs in addition to any of the other district fees described above, if one of those funding districts were implemented.

Additional Government Grants and Loans.

No known grant or loan programs are suitable for the infrastructure required in the North Redwood area.

Development Agreements

An agreement between the City, one or more developers, and sometimes other parties, that can define a range of roles and responsibilities, including responsibility for infrastructure funding. Development Agreements can address complicated situations in which a series of actions is required from multiple parties.

Examples of this type of arrangement include the City of Wilsonville's agreements with the developers of the Villebois Community. The Portland Development Commission (PDC) has used development agreements in numerous projects including Hoyt Street Yards/The Pearl District and South Waterfront. A development agreement could make use of one or more of the other funding tools described here.

County Service District (e.g. Road District).

An area-specific tax levy can be assigned to an area in order to fund needed infrastructure. This has been used in large areas that are planned for new residential and commercial development, particularly the North Bethany area in Washington County. However, a service district requires voter approval, and the creation of a new political body to manage the district. Such a new taxing district may have an impact on the funds generated by other overlapping taxing districts, if all levies combined exceed Measure 5 limits. This issue would need to be analyzed in more detail if this funding option is selected.

Appendix C: Phasing

There are many different ways in which this DCP could proceed. **Development of the community will depend primarily on how property owners in the area proceed, based on their willingness to develop, market readiness and availability of financing.**

Some owners towards the center and east of the study area may not be able to develop until other parcels closer to North Redwood Street proceed. Timing issues such as this can potentially be resolved through a Development Agreement between different parties, which would presumably incorporate agreements on shared funding of major streets and infrastructure.

The following pages demonstrate how the study area could theoretically develop in three broad phases, beginning along North Redwood and proceeding eastward. The figures show new streets for each phase in purple. Larger investments in parks, open spaces and trails would wait until development reached those areas and more units have paid into a fund to finance public improvements.

Another approach would suggest that properties along Willow Creek are the most valuable and could develop first. This would require extension of roadways deep into the study area, potentially without adjacent development. The value of the larger lots along the Creek may outweigh this disadvantage. Development of the area east of Willow Creek could proceed independently of the timing of changes on the west bank. The key triggers to development there will be agreement with UPRR on an emergency crossing and finalizing the connection to Teakwood Road.

Regardless of what phasing approach is pursued by property owners, there are a number of actions that should be pursued prior to development. These include:

- 1. Property owner agreement on pursuing annexation**
- 2. Annexation vote**
- 3. Finalize funding plan and developer agreement between majority of property owners**
- 4. Refinement of DCP, updated as property owners refine individual plans**
- 5. Initial utility design and mass grading plan**
- 6. Access planning and design for UPRR crossing, Teakwood access and new intersections on North Redwood**
- 7. Restoration plan for Willow Creek**
- 8. Design and land acquisition for North Redwood widening, to collector standard**

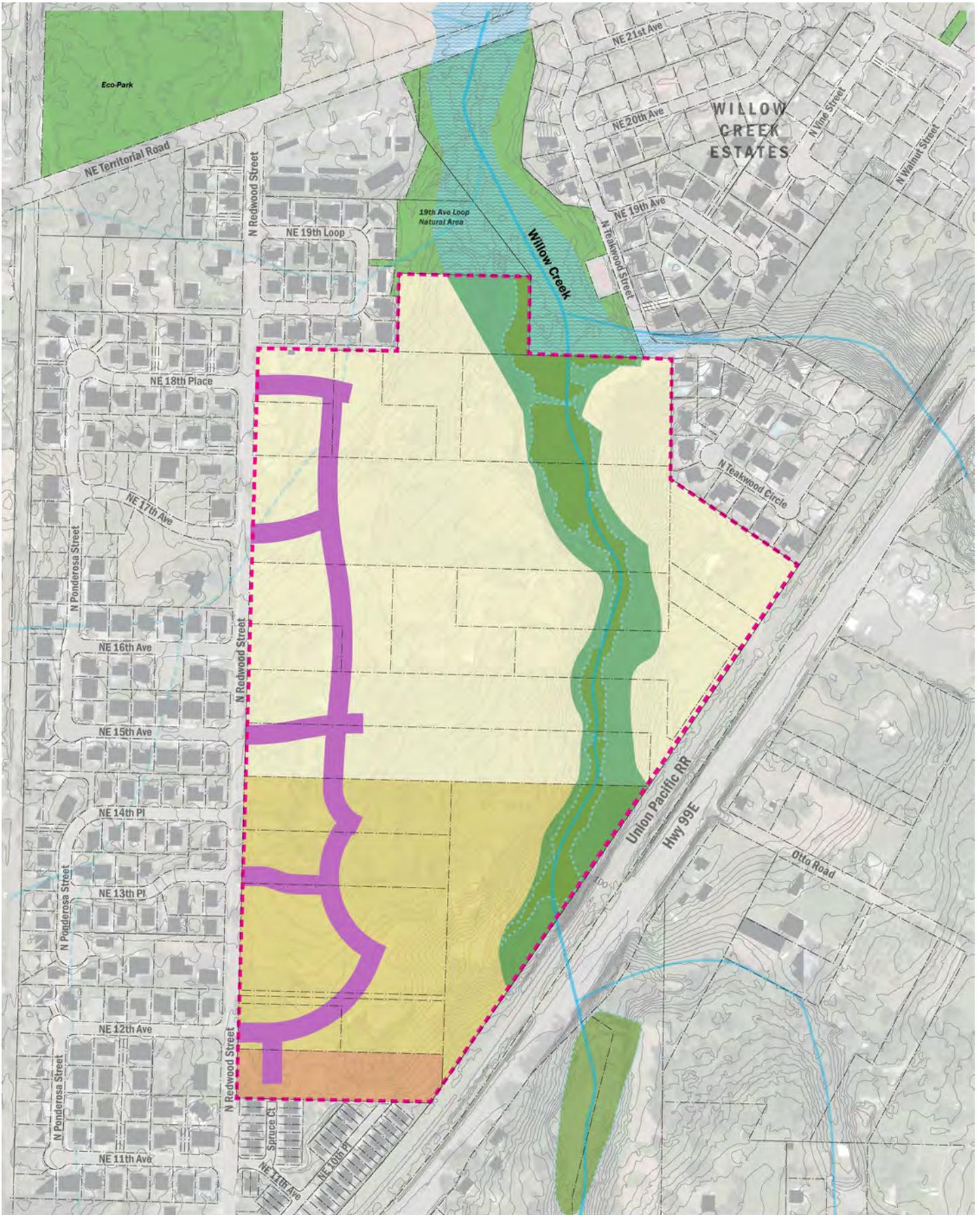
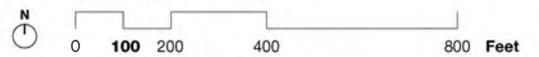


Figure A-1: Recommended DCP, Potential Phase 1

**NORTH REDWOOD DEVELOPMENT CONCEPT
BASE MAP**



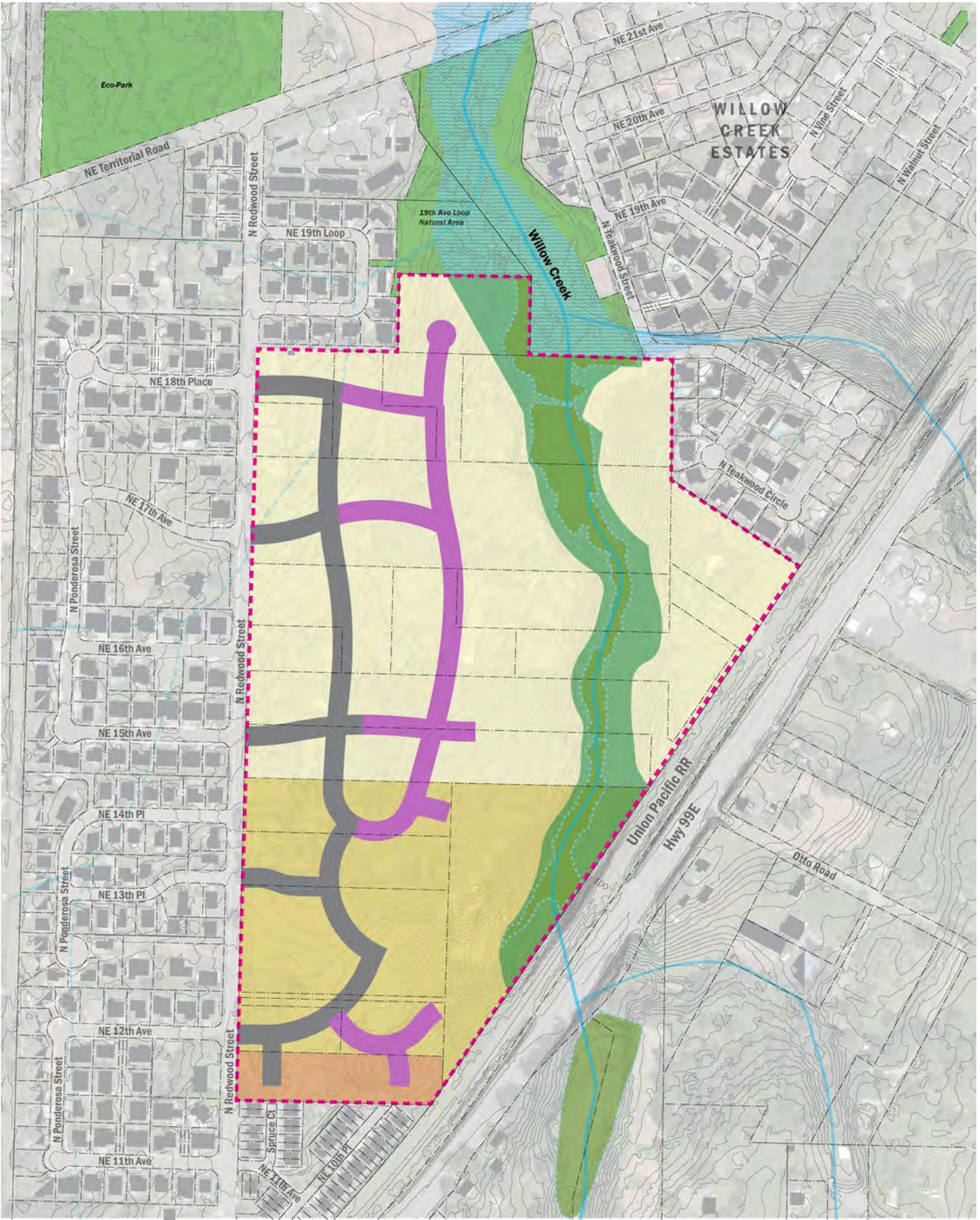
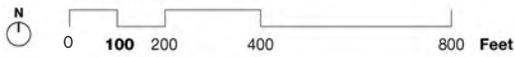


Figure A-2: Recommended DCP, Potential Phase 2

**NORTH REDWOOD DEVELOPMENT CONCEPT
BASE MAP**



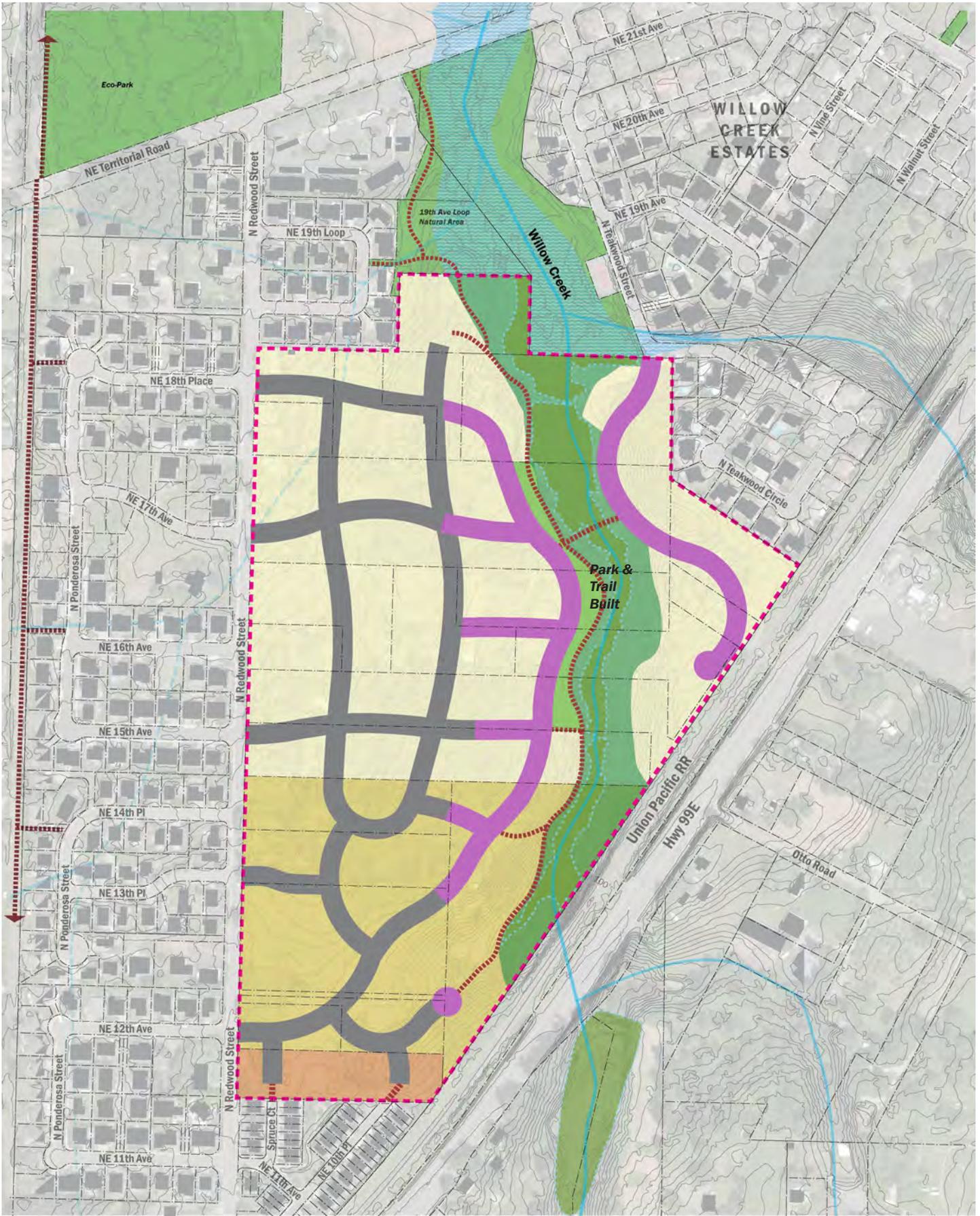
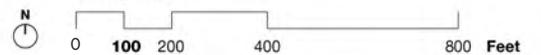
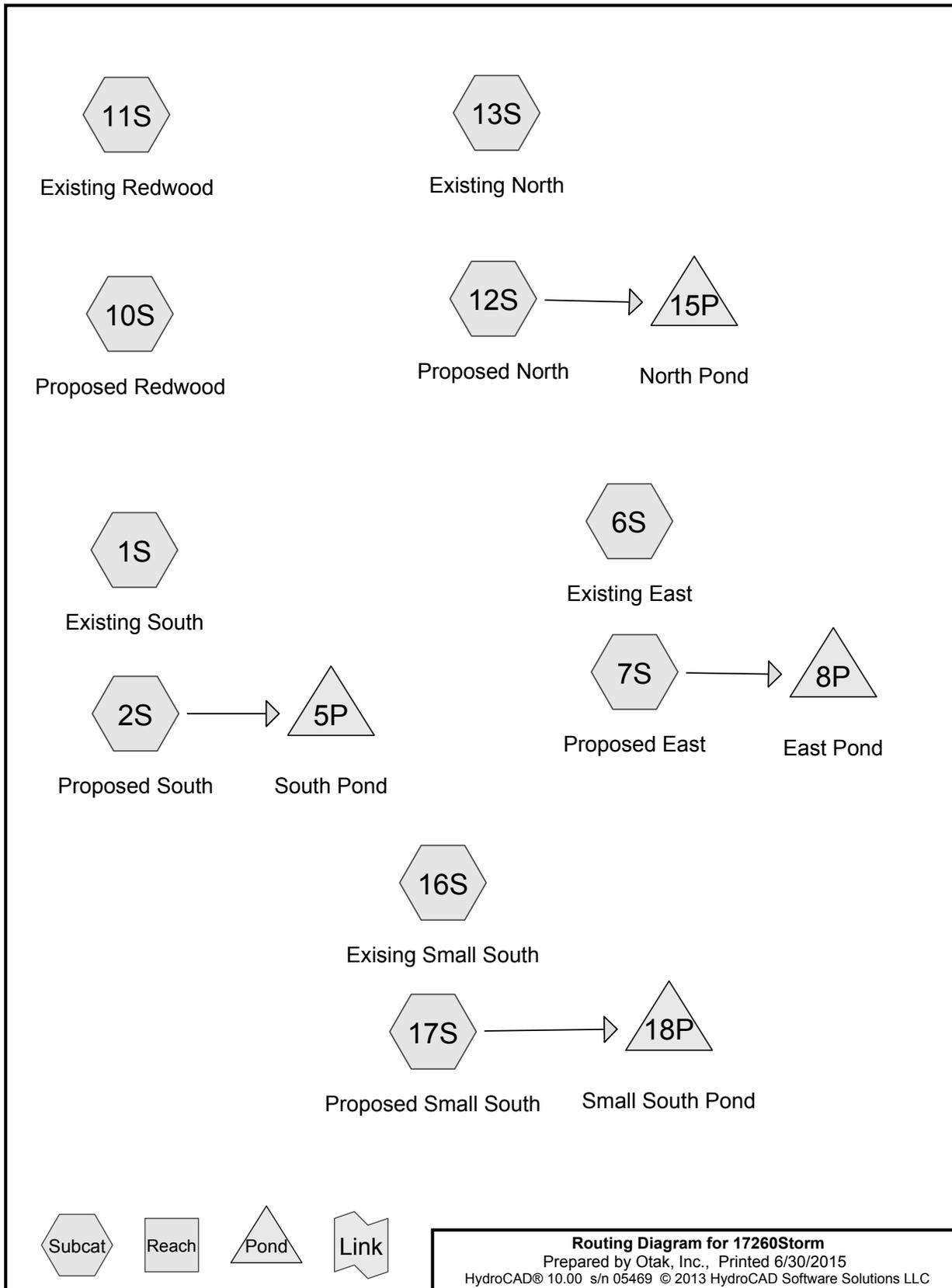


Figure A-3: Recommended DCP, Potential Phase 3 (Final)

NORTH REDWOOD DEVELOPMENT CONCEPT
BASE MAP



Appendix D: HydroCAD report



17260Storm

Prepared by Otak, Inc.

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North Redwood Concept Plan
Type IA 24-hr 2yr Rainfall=2.40"

Printed 6/30/2015

Page 2

Time span=0.00-48.00 hrs, dt=0.05 hrs, 961 points

Runoff by SBUH method, Split Pervious/Imperv.

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: Existing South	Runoff Area=11.660 ac 0.00% Impervious Runoff Depth=0.26" Flow Length=928' Tc=14.4 min CN=65/0 Runoff=0.23 cfs 0.254 af
Subcatchment2S: Proposed South	Runoff Area=11.670 ac 49.27% Impervious Runoff Depth=1.26" Flow Length=1,140' Tc=9.2 min CN=69/98 Runoff=3.11 cfs 1.226 af
Subcatchment6S: Existing East	Runoff Area=7.620 ac 0.00% Impervious Runoff Depth=0.26" Flow Length=1,394' Tc=17.6 min CN=65/0 Runoff=0.15 cfs 0.166 af
Subcatchment7S: Proposed East	Runoff Area=7.620 ac 29.79% Impervious Runoff Depth=0.91" Flow Length=1,200' Slope=0.0350 '/' Tc=7.4 min CN=69/98 Runoff=1.29 cfs 0.578 af
Subcatchment10S: Proposed Redwood	Runoff Area=22.830 ac 37.36% Impervious Runoff Depth=1.07" Flow Length=620' Tc=7.2 min CN=70/98 Runoff=4.91 cfs 2.030 af
Subcatchment11S: Existing Redwood	Runoff Area=17.810 ac 0.00% Impervious Runoff Depth=0.32" Flow Length=650' Tc=29.3 min CN=67/0 Runoff=0.39 cfs 0.469 af
Subcatchment12S: Proposed North	Runoff Area=15.890 ac 45.94% Impervious Runoff Depth=1.22" Flow Length=1,475' Tc=10.4 min CN=70/98 Runoff=3.96 cfs 1.613 af
Subcatchment13S: Existing North	Runoff Area=15.730 ac 0.00% Impervious Runoff Depth=0.29" Flow Length=1,405' Tc=46.6 min CN=66/0 Runoff=0.32 cfs 0.377 af
Subcatchment16S: Existing Small South	Runoff Area=3.730 ac 0.00% Impervious Runoff Depth=0.26" Flow Length=609' Tc=10.9 min CN=65/0 Runoff=0.07 cfs 0.081 af
Subcatchment17S: Proposed Small South	Runoff Area=3.730 ac 55.76% Impervious Runoff Depth=1.38" Flow Length=475' Tc=5.9 min CN=69/98 Runoff=1.15 cfs 0.428 af
Pond 5P: South Pond	Peak Elev=112.03' Storage=0.297 af Inflow=3.11 cfs 1.226 af Outflow=0.82 cfs 1.224 af
Pond 8P: East Pond	Peak Elev=89.55' Storage=0.089 af Inflow=1.29 cfs 0.578 af Outflow=0.45 cfs 0.578 af
Pond 15P: North Pond	Peak Elev=101.82' Storage=0.545 af Inflow=3.96 cfs 1.613 af Outflow=0.80 cfs 1.595 af
Pond 18P: Small South Pond	Peak Elev=107.18' Storage=0.098 af Inflow=1.15 cfs 0.428 af Outflow=0.30 cfs 0.428 af

Total Runoff Area = 118.290 ac Runoff Volume = 7.222 af Average Runoff Depth = 0.73"
78.08% Pervious = 92.360 ac 21.92% Impervious = 25.930 ac

Appendix D: HydroCAD report

17260Storm

Prepared by Otak, Inc.

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North Redwood Concept Plan
Type IA 24-hr 10yr Rainfall=3.40"

Printed 6/30/2015

Page 3

Time span=0.00-48.00 hrs, dt=0.05 hrs, 961 points

Runoff by SBUH method, Split Pervious/Imperv.

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: Existing South	Runoff Area=11.660 ac 0.00% Impervious Runoff Depth=0.70" Flow Length=928' Tc=14.4 min CN=65/0 Runoff=0.70 cfs 0.680 af
Subcatchment2S: Proposed South	Runoff Area=11.670 ac 49.27% Impervious Runoff Depth=2.01" Flow Length=1,140' Tc=9.2 min CN=69/98 Runoff=5.12 cfs 1.959 af
Subcatchment6S: Existing East	Runoff Area=7.620 ac 0.00% Impervious Runoff Depth=0.70" Flow Length=1,394' Tc=17.6 min CN=65/0 Runoff=0.43 cfs 0.445 af
Subcatchment7S: Proposed East	Runoff Area=7.620 ac 29.79% Impervious Runoff Depth=1.57" Flow Length=1,200' Slope=0.0350 '/' Tc=7.4 min CN=69/98 Runoff=2.46 cfs 0.998 af
Subcatchment10S: Proposed Redwood	Runoff Area=22.830 ac 37.36% Impervious Runoff Depth=1.78" Flow Length=620' Tc=7.2 min CN=70/98 Runoff=8.75 cfs 3.379 af
Subcatchment11S: Existing Redwood	Runoff Area=17.810 ac 0.00% Impervious Runoff Depth=0.79" Flow Length=650' Tc=29.3 min CN=67/0 Runoff=1.17 cfs 1.179 af
Subcatchment12S: Proposed North	Runoff Area=15.890 ac 45.94% Impervious Runoff Depth=1.97" Flow Length=1,475' Tc=10.4 min CN=70/98 Runoff=6.66 cfs 2.604 af
Subcatchment13S: Existing North	Runoff Area=15.730 ac 0.00% Impervious Runoff Depth=0.75" Flow Length=1,405' Tc=46.6 min CN=66/0 Runoff=0.83 cfs 0.979 af
Subcatchment16S: Existing Small South	Runoff Area=3.730 ac 0.00% Impervious Runoff Depth=0.70" Flow Length=609' Tc=10.9 min CN=65/0 Runoff=0.24 cfs 0.218 af
Subcatchment17S: Proposed Small South	Runoff Area=3.730 ac 55.76% Impervious Runoff Depth=2.16" Flow Length=475' Tc=5.9 min CN=69/98 Runoff=1.85 cfs 0.672 af
Pond 5P: South Pond	Peak Elev=113.42' Storage=0.559 af Inflow=5.12 cfs 1.959 af Outflow=1.09 cfs 1.956 af
Pond 8P: East Pond	Peak Elev=90.94' Storage=0.204 af Inflow=2.46 cfs 0.998 af Outflow=0.63 cfs 0.998 af
Pond 15P: North Pond	Peak Elev=103.28' Storage=1.064 af Inflow=6.66 cfs 2.604 af Outflow=1.11 cfs 2.572 af
Pond 18P: Small South Pond	Peak Elev=108.46' Storage=0.187 af Inflow=1.85 cfs 0.672 af Outflow=0.38 cfs 0.672 af

Total Runoff Area = 118.290 ac Runoff Volume = 13.113 af Average Runoff Depth = 1.33"
78.08% Pervious = 92.360 ac 21.92% Impervious = 25.930 ac

17260Storm

Prepared by Otak, Inc.

HydroCAD® 10.00 s/n 05469 © 2013 HydroCAD Software Solutions LLC

North Redwood Concept Plan
Type IA 24-hr 25yr Rainfall=3.80"

Printed 6/30/2015

Page 4

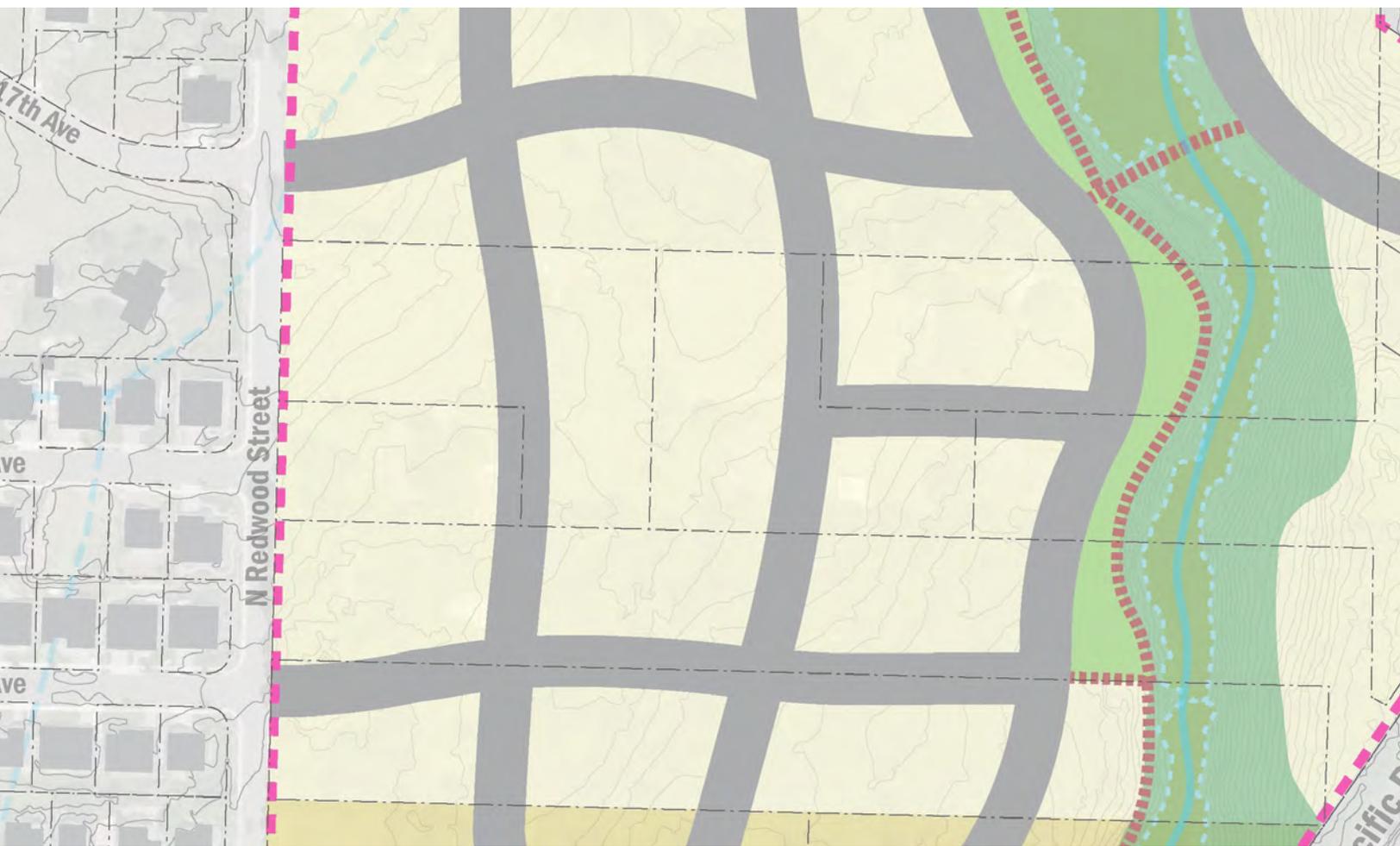
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Runoff by SBUH method, Split Pervious/Imperv.

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: Existing South	Runoff Area=11.660 ac 0.00% Impervious Runoff Depth=0.91" Flow Length=928' Tc=14.4 min CN=65/0 Runoff=1.18 cfs 0.889 af
Subcatchment2S: Proposed South	Runoff Area=11.670 ac 49.27% Impervious Runoff Depth=2.33" Flow Length=1,140' Tc=9.2 min CN=69/98 Runoff=6.00 cfs 2.270 af
Subcatchment6S: Existing East	Runoff Area=7.620 ac 0.00% Impervious Runoff Depth=0.91" Flow Length=1,394' Tc=17.6 min CN=65/0 Runoff=0.72 cfs 0.581 af
Subcatchment7S: Proposed East	Runoff Area=7.620 ac 29.79% Impervious Runoff Depth=1.86" Flow Length=1,200' Slope=0.0350 '/' Tc=7.4 min CN=69/98 Runoff=2.99 cfs 1.182 af
Subcatchment10S: Proposed Redwood	Runoff Area=22.830 ac 37.36% Impervious Runoff Depth=2.08" Flow Length=620' Tc=7.2 min CN=70/98 Runoff=10.45 cfs 3.962 af
Subcatchment11S: Existing Redwood	Runoff Area=17.810 ac 0.00% Impervious Runoff Depth=1.02" Flow Length=650' Tc=29.3 min CN=67/0 Runoff=1.80 cfs 1.519 af
Subcatchment12S: Proposed North	Runoff Area=15.890 ac 45.94% Impervious Runoff Depth=2.29" Flow Length=1,475' Tc=10.4 min CN=70/98 Runoff=7.84 cfs 3.027 af
Subcatchment13S: Existing North	Runoff Area=15.730 ac 0.00% Impervious Runoff Depth=0.97" Flow Length=1,405' Tc=46.6 min CN=66/0 Runoff=1.22 cfs 1.269 af
Subcatchment16S: Existing Small South	Runoff Area=3.730 ac 0.00% Impervious Runoff Depth=0.91" Flow Length=609' Tc=10.9 min CN=65/0 Runoff=0.41 cfs 0.284 af
Subcatchment17S: Proposed Small South	Runoff Area=3.730 ac 55.76% Impervious Runoff Depth=2.49" Flow Length=475' Tc=5.9 min CN=69/98 Runoff=2.15 cfs 0.775 af
Pond 5P: South Pond	Peak Elev=114.03' Storage=0.690 af Inflow=6.00 cfs 2.270 af Outflow=1.18 cfs 2.266 af
Pond 8P: East Pond	Peak Elev=91.57' Storage=0.268 af Inflow=2.99 cfs 1.182 af Outflow=0.70 cfs 1.182 af
Pond 15P: North Pond	Peak Elev=103.93' Storage=1.317 af Inflow=7.84 cfs 3.027 af Outflow=1.22 cfs 2.983 af
Pond 18P: Small South Pond	Peak Elev=108.98' Storage=0.231 af Inflow=2.15 cfs 0.775 af Outflow=0.40 cfs 0.775 af

Total Runoff Area = 118.290 ac Runoff Volume = 15.758 af Average Runoff Depth = 1.60"
78.08% Pervious = 92.360 ac 21.92% Impervious = 25.930 ac



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

Date: July 8, 2015

Name: Barbara Rodgers

Occupation: Retired

Home Address:

Employer:

Position:

Daytime Phone:

Evening Phone:

E-Mail Address:

For which position are you applying? Traffic Safety

What are your community interests (committees, organizations, special activities)? church member; 20 year member of the Moose where I worked with needy children programs

Experience and educational background: High school diploma

Reason for your interest in this position: I am concerned about and want to help with traffic problems in our city

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

Information on any special membership requirements:

Referred by (if applicable): Robert Backstrom

Feel free to attach a copy of your resume and use additional sheets if necessary

THANK YOU FOR YOUR WILLINGNESS TO SERVE CANBY

Please return to: **City of Canby**
Attn: City Recorder
182 N Holly Street
PO Box 930
Canby, OR 97013

Phone: 503.266.0733 Fax: 503.266.7961 Email: Scheaferk@ci.canby.or.us

RECEIVED
JUL 13 2015

City of Canby - City Recorder

Note: Please be advised that this information may be made available to anyone upon a public records request and may be viewable on the City's web site.

1-4-13

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

Date: 7/11/2015

Name: DANIEL LEISCHNER

Occupation: ADMINISTRATOR

Home Address:

Employer: AFRICA NEW LIFE MINISTRIES INTL
OF FINANCE & ADMINISTRATION

Position: DIRECTOR

Daytime Phone:

Evening Phone:

E-Mail Address:

For which position are you applying? TRAFFIC SAFETY COMMISSION

What are your community interests (committees, organizations, special activities)? I HAVE BEEN PART OF THE TRAFFIC SAEFTY COMMISSION FOR 1-1/2 YEARS AND I AM INTERESTED IN CONTINUING THE WORK OF THIS CIIZEN COMMISSION

Experience and educational background: I HAVE 25 YEARS OF EXPERIENCE WORKING WITH NONPROFIT AND COMMUNITY ORGANIZATIONS. THIS INCLUDES SEVERAL YEARS OF EXPERIENCE WITH COMMISSIONS, WORKING GROUPS, ADVISORY TEAMS AND NEIGHBORHOOD ASSOCIATIONS WITHIN THE CITY OF CANBY. I HOLD A BACHELOR OF SCIENCE IN BUSINESS ADMINISTRATION AND I AM LICENSED AS A CERTIFIED PUBLIC ACCOUNTANT IN THE STATE OF OREGON.

Reason for your interest in this position: I ENJOY SERVING OTHERS AND I HAVE VERY MUCH ENJOYED WORKING WITH THE TRAFFIC SAFETY COMMISSION AND COMMUNITY GROUPS IN CANBY. CANBY IS SPECIAL IN THE WAY THAT IT INVOLVES CITIZENS IN THE PROCESS OF CARING FOR OUR COMMUNITY AND I WANT TO BE A PART OF THAT PROCESS.

List any other City or County positions on which you serve or have served: VICE-CHAIR OF TRAFFIC SAFETY COMMISSION, CHAIR OF THE NORTHEAST CANBY NEIGHBORHOOD ASSOCIATION, MEMBER OF THE NORTH REDWOOD STAKEHOLDER ADVISORY COMMITTEE, MEMBER OF THE ROAD MAINTENANCE WORKING GROUP.

Information on any special membership requirements: N/A

Referred by (if applicable): ROBERT BACKSTROM, CHAIR OF THE TRAFFIC SAFETY COMMISSION

Feel free to attach a copy of your resume and use additional sheets if necessary

THANK YOU FOR YOUR WILLINGNESS TO SERVE CANBY

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

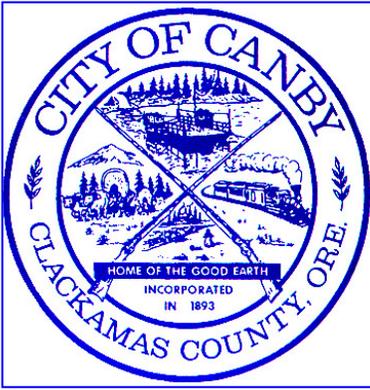
**RECEIVED
JUL 13 2015**

City of Canby - City Recorder

Phone: 503.266.0733 Fax: 503.266.7961 Email: Scheaferk@ci.canby.or.us

Note: Please be advised that this information may be made available to anyone upon a public records request and may be viewable on the City's web site.

1-4-13



City of Canby

City Attorney

MEMORANDUM

DATE: August 3, 2015
TO: CANBY CITY COUNCIL
FROM: JOSEPH LINDSAY, CITY ATTORNEY
RE: Hearing on the Denial of a Business License to Oregon Medical Grade, Inc.

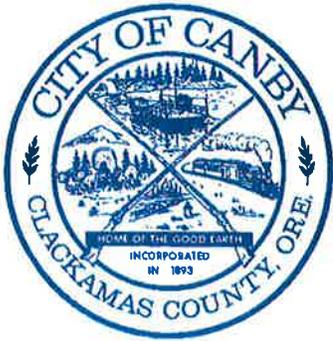
Issue: Whether or not to allow a business license to Oregon Medical Grade, Inc. to conduct the business of distributing medical marijuana in the city limits of Canby, Oregon.

Summary: This is the first official request for a hearing on the rejection of a business license to a Medical MJ dispensary application for our city. In the attached letter dated July 15, 2015, the applicant was denied a business license because the nature of the business is in violation of federal law.

As of this date, current Oregon case law being appealed has held that federal law trumps Oregon state law on this matter. In two separate Jackson County trial court level rulings (both out of Cave Junction), the bench opined that the home rule charter of any Oregon city retained the right to not be pre-empted by the Oregon Medical Marijuana Act and that in any event, federal law is supreme.

Per our ordinance, anyone refused a business license can have a hearing in front of the Council if they request one in writing. It is a quasi-judicial hearing. The City Council has an ability to approve, deny, or take the matter under advisement at this hearing.

Recommendation: As your legal advisor, my opinion has to be to follow the law. In this circumstance where this is a conflict of laws (state vs. federal), the current answer on which one to follow is federal. For this reason, I would be advising denial of this particular business license.



City of Canby

City Attorney

July 15, 2015

Merle Thomas
Oregon Medical Grade, Inc.
PO Box 247
Colton, OR 97017

Certified Mail 7015 0640 0005 1267 7069

RE: Denial of Business License for Oregon Medical Grade, Inc.

Dear Mr. Thomas:

We regret that we are unable to issue you a business license to operate your business within the Canby city limits. Canby Municipal Code Chapter §5.04.190G states that “*Any person who carries on or engages in a business that is illegal under applicable city, state or federal laws is prohibited from being issued a business license*”. Since Marijuana possession and distribution are unlawful under federal law, we cannot issue you a license. Recent Oregon case law opinions have only reaffirmed this notion of federal law preemption and the lack of explicit Oregon State law preemption in the Oregon Medical Marijuana Act as applied against home rule charters. Because of this legal reality, the City of Canby cannot legally condone any activity that would constitute a federal criminal enterprise. As such, we cannot issue a business license for such activities.

Under Canby Municipal Code, if you are refused a business license from the City of Canby, you do have the right to request a quasi-judicial public hearing before the Canby City Council. On July 14, I received your request and a public hearing has been scheduled for the August 5, 2015 City Council Meeting at 7:30 p.m. in the Council Chambers located at 155 NW 2nd Avenue.

Sincerely,

Joseph A. Lindsay
City Attorney

Cc: Leo Townsell

From: Leo Townsell [mailto:leotownsell@gmail.com]
Sent: Tuesday, July 14, 2015 4:03 PM
To: Joseph Lindsay
Cc: THC Glad; Amy Margolis
Subject: Business License/ Council Hearing RE: Medical Marijuana Dispensary in Canby

Hi Mr. Lindsay,

First, thank you for your time today. I appreciated your helpful insight into how to approach this issue in a way that will assuage concerns of citizens and the city council, allowing us to move forward with our business plan in Canby.

On behalf of Merle Thomas and Oregon Medical Grade, I would like to formally request a business license for a medical marijuana dispensary located at 717 SE 1st Ave, Canby, OR, 97013. With the understanding that this application will likely be rejected and referred to an appeal hearing before the city council, we would like to be added to the agenda for the earliest possible hearing- August 3rd, 2015.

As I mentioned during our conversation, we have already been approved by the state to operate, and have a license from the OMMP for the location.

Thanks again for your time! Please let me know if I can provide any other information that would be of use during this process.

-Leo Townsell
(914) 419 0293

PUBLIC RECORDS LAW DISCLOSURE

This email is a public record of the City of Canby and is subject to public disclosure unless exempt from disclosure under Oregon Public Records Law. This email is subject to the State Retention Schedule.



MEDICAL MARIJUANA DISPENSARY PROGRAM

Oregon Medical Grade, Inc.

717 SE 1st Ave

Canby, OR 97013

Brady Miller-Henricksen



Oregon Health Authority
Medical Marijuana Dispensary Program
1-855-244-9580
mmj.oregon.gov

Issue date: 5/29/15
Expiration date: 5/28/16
MMD# 86439

MSC 9324 (3.14)



MEDICAL MARIJUANA DISPENSARY PROGRAM

Oregon Medical Grade, Inc.

717 SE 1st Ave

Canby, OR 97013

Brady Miller-Henricksen



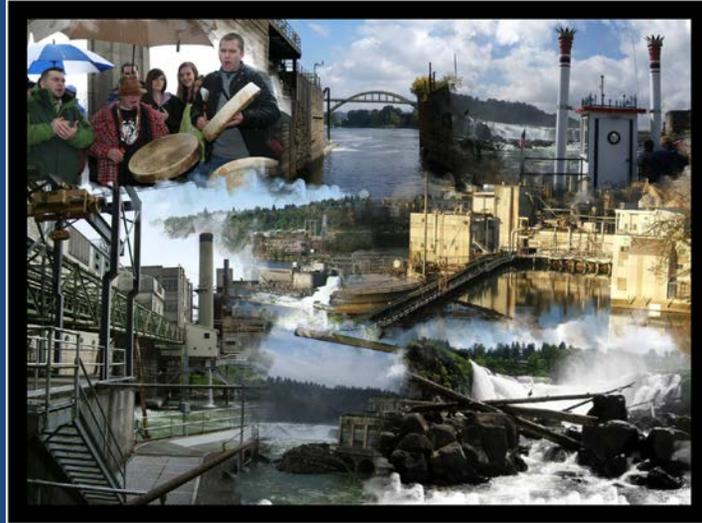
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City Council Packet Page 58 of 84 MSC 9324 (3.14)



Willamette Falls National Heritage Area



End of the Oregon Trail – Beginning of America’s Pacific Destiny

From 1829-1900, the Willamette Falls area was the epicenter of government, industry, transportation, innovation, and commerce in northwestern United States.

Where Settlement and Industry secured a nation’s boundaries from Sea to Shining Sea

- Gathering Place for Native Peoples
- Destination Willamette Valley: the End of the Oregon Trail
- Center for Innovation & Commerce: Birthplace of Industry in America’s West
- National transportation corridor

What is a Heritage Area?

National Heritage Areas are places where natural, cultural, historic and scenic resources combine to form a cohesive, nationally important landscape arising from patterns of human activity shaped by geography.

National Park Service definition

National Heritage Areas present the interconnected stories of nature and human history. They are places with identifiable, nationally significant resources, with stories of broad interest, and public-private support for investment in the community. A strong base of local, grassroots support is essential, with the visible involvement and commitment of residents, government, community groups, non-profits and businesses.

Initiated and managed at the local level, **heritage areas do not come with rules and regulations and do not have any impact on existing local, state, or federal regulations** -- nor do they impact private property rights.

After completing a feasibility study, National Heritage Areas are designated by Congress. Newly designated NHAs have three years to develop a management plan, which must be approved by the Secretary of the Interior. The plan defines the mission, vision and goals of the NHA and outlines the strategies that the coordinating entity, partners and residents will use to achieve these objectives.

The Benefits? Economic development, historic preservation, and conservation of significant historic, natural and cultural resources. Working in partnership with units of government, planning agencies, park agencies, corporations, nonprofit organizations, and foundations, heritage areas promote stewardship, community revitalization and economic development projects, leverage significant resources, collaborate across political boundaries, and inspire greater pride in the region's heritage. One significant benefit: tourism (increased visitors, increased local revenues).

Willamette Falls Heritage Area Coalition

WFHAC is a unique partnership of local and tribal governments, nonprofit organizations, business groups, and private companies who care about the future of the Willamette Falls area, its heritage, its physical assets, its economic vitality and its preservation. WFHAC represents the Ice Age Floods Institute, Oregon State Parks, One Willamette River Coalition, City of West Linn, City of Oregon City, City of Lake Oswego, Metro Regional Government, Portland General Electric, Clackamas County, Confederated Tribes of the Grand Ronde, Lake Oswego Preservation Society, Oregon State Historic Preservation Office, Main Street Oregon City, Clackamas County Tourism and Cultural Affairs, Clackamas County Arts Alliance, Willamette Falls Heritage Foundation, National Trust for Historic Preservation, Main Street West Linn, West Linn Paper Company.

Our Mission

Advocate for and strengthen the identity and economy of the communities around Willamette Falls by preserving, enhancing and promoting the nationally significant and distinct stories of the area, while cultivating public-private partnerships to develop its natural, cultural, industrial, scenic, recreational and historic resources.

The Objectives:

- **Strengthen the identities of Oregon City, West Linn, Lake Oswego and Clackamas County** as places with nationally significant cultural and industrial heritage, with Willamette Falls at the heart of the identity.
- **Enhance public appreciation for historical sites** within the Heritage Area, while supporting existing industrial, commercial and recreational ventures. Use education and interpretation to enhance the many-layered experiences of the area and, thereby, its attractiveness. Make it discoverable, memorable, inspiring, reachable, and aesthetically appealing.
- **Advocate strongly for preservation and enhancement of historic sites and structures.** Promote National Register designation for eligible properties.
- **Develop public-private partnerships** to create and support interpretive, educational and economic opportunities in and around the Heritage Area, providing authentic learning experiences, while not disrupting the day-to-day activities of the industrial and commercial uses that remain vital to the local economy.
- **Develop and interpret the heritage area themes** to re-establish identification of the area with The Falls and nearby heritage sites. Translate the importance of the area to a national audience as a significant fishing resource for tribes, as a stable power source for generations of American homes and industry,

and as an anchor of western United States civilization that ultimately put a lock on the expansion of the United States from the Atlantic to the Pacific oceans.

- **Share this unique place with others**, local residents and visitors alike. Promote multi-day and linked explorations of the NHA themes, thereby increasing positive economic impact for the hospitality industry in Clackamas County. Incorporate “spin off” options and both interpretive and experiential links for visitors to explore themes in areas adjacent to the heritage area.
- **Affirm and advocate for continued traditional cultural use** of the Falls and surrounding area for all tribes who have a cultural, political and economic affiliation with this special place.
- **Improve public access to viewing of the Falls**. Work with the Willamette Falls Legacy Project to create an easy way to navigate approach to the area and the core sites. Create welcoming gateways at major transportation interfaces. Find ways to safely allow visitors to see the Falls and industrial areas, without compromising the operations of the power plant, paper mill or natural resources, while being protective of and consistent with traditional uses.
- **Create a cultural heritage tourism destination**. Using our nationally significant heritage as a backdrop, promote the growth of active recreation opportunities, such as bicycling, hiking and paddling. Incorporate and promote city, county, and Metro trails and bikeways. Support geo-tourism, farm to table markets, and locally grown and locally made products.

WILLAMETTE FALLS TIMELINE

15 million years ago	Willamette Falls formed by repeated volcanic basalt flows
12,000-15,000 years ago	Willamette Valley sculpted by Ice Age Floods
15,000-present	Native tribes and bands lived in the Willamette Fall area
<hr/>	
1806	Lewis & Clark Expedition hears about Willamette Falls
1818	U.S. and Great Britain agree to “Joint Occupancy” of Oregon Country
1824	Dr. John McLoughlin’s career as Chief Factor for HBC begins
1829	McLoughlin establishes a claim at Willamette Falls (today’s Oregon City)
1840	Missionary Jason Lee brings settlers to Falls area, especially Methodists
1841	Wilkes with U.S. Exploring Expedition notes Willamette Falls’ potential McLoughlin built a water-powered sawmill at the Falls
1842	Methodists create first school for Americans in West McLoughlin surveyed and platted town site of Willamette Falls
1843	Provisional Government established; Organic Laws ratified Rev. Alvin Waller establishes Methodist Church, first Protestant congregation in the West First migration arrives via the Oregon Trail, 900 immigrants
1844	Oregon City becomes first city to be incorporated in the West
1845	Oregon City becomes official capital of the Provisional Government George Abernethy is elected first Governor Manifest Destiny becomes a rallying cry for Western Expansion
1846	Oregon Treaty finally settles boundary dispute with Great Britain Barlow Route completed as a toll road and easier way to Oregon City Oregon Spectator is first newspaper in Oregon Country
1847	First English book printed in Oregon City, a “Blue Back Speller”
1848	Discovery of gold in California disrupts legislature, empties communities The Oregon Country becomes a U.S. Territory
1849	Oregon City is named capital; Joseph Lane named Territorial Governor Plat of San Francisco filed in Territory’s only federal land office U.S. Army’s First Mounted Riflemen arrive in Oregon City “Beaver Coins” minted in Oregon City
1850	Cayuse Five hung in Oregon City, first capital punishment Donation Land Claim Act created by Linn City delegate Samuel Thurston
1859	Oregon is granted statehood as the 33 rd state
1861	First Oregon State Fair held at Oregon City Iron Ore discovered in Oswego
1864	Oregon City Woolen Mill begins
1866	First paper mill begins operations Iron smelting begins in Oswego’s iron furnace
1873	Willamette Falls Navigation Canal & Locks open
1888	Suspension Bridge built over Willamette, first west of the Mississippi
1889	First long distance transmission of DC electrical current in the U.S.

1890 First long distance transmission of AC current in the U.S.

1893 Station B built, now T.W. Sullivan hydropower plant -- operating still

Among the criticisms raised by the NPS are the current boundary definition, the shortage of events that speak to folklore and folklife, and the critical massing of sites and structures that illustrate the primary themes of the proposed Heritage Area.

Proposal: southern boundary extension to follow both banks of the Willamette River upstream into the northern Willamette Valley to Mission Bottom in Marion County. This boundary extension significantly strengthens the Heritage Area story and opportunities. Among the things gained are the following:

- **Canby.** Founded in 1870 and named for General E. R. S. Canby killed in the Modoc Indian War, the town was the result, in part, of construction in 1871 of the Oregon & California Railroad.

~ Oregon & California Railroad Depot (1871), Canby Historical Society Depot Museum (1871) (restored)

~ Canby Ferry (1914-present), one of four ferryboats operating in Oregon

- **Barlow.** Founded in 1870 by William Barlow as a stop on the O & C Railroad, this small community was named for the son of the toll proprietor of the Barlow Road, final overland segment of the Oregon Trail crossing the Cascade Mountains to the Willamette Valley.

~ William Barlow House (1885) (private)

- **Aurora.** A utopian commune of 12,000 acres, German-speaking pietists and overland emigrants of 1855, founded the town in 1856. Fifty-four families and nearly 600 members lived communally from 1856 to 1883. They built a handsome church, performed music, prepared German foods, operated the Aurora Hotel on the O & C Railroad, and farmed some of the richest land in the valley.

~ Old Aurora Colony

~ Ox Barn Museum, Quilt Shows and quilting programs

~ Kraus House, a colony home

~ Steinbach Cabin, a hewn-log colony home

~ Will Family washhouse

~ Stauffer-Will Farmstead (1870): Farm Program, Hands-On Learning for school children, a hewn-log colony house of two stories

~ Aurora Colony National Historic District, 35 structures (1856-1900)

~ Aurora Colony Store (restored, commercial use)

~ Oregon & California Railroad Depot (1871), Aurora (restored, commercial use)

- **Butteville.** Alexis Aubichon and George La Roque, former French-Canadian fur trappers, founded and platted St. Alexcie and Butteville. Aubichon's wife, Elmer-mach (Marie Anne), was a Chinook Indian from the mouth of the Columbia. La Roque operated the profitable Butteville Store.

~ Butteville Store (1863) (restored, commercial use)

- **Champoeg.** A steamboat landing, Champoeg became a town and place for the creation of the Provisional Government at the Wolf Meeting of May 2, 1843, and first capital of Provisional Government. Legislative meetings in 1843 established the "Organic Articles" for governance and land claims.

~ Champoeg State Heritage Area (State of Oregon)

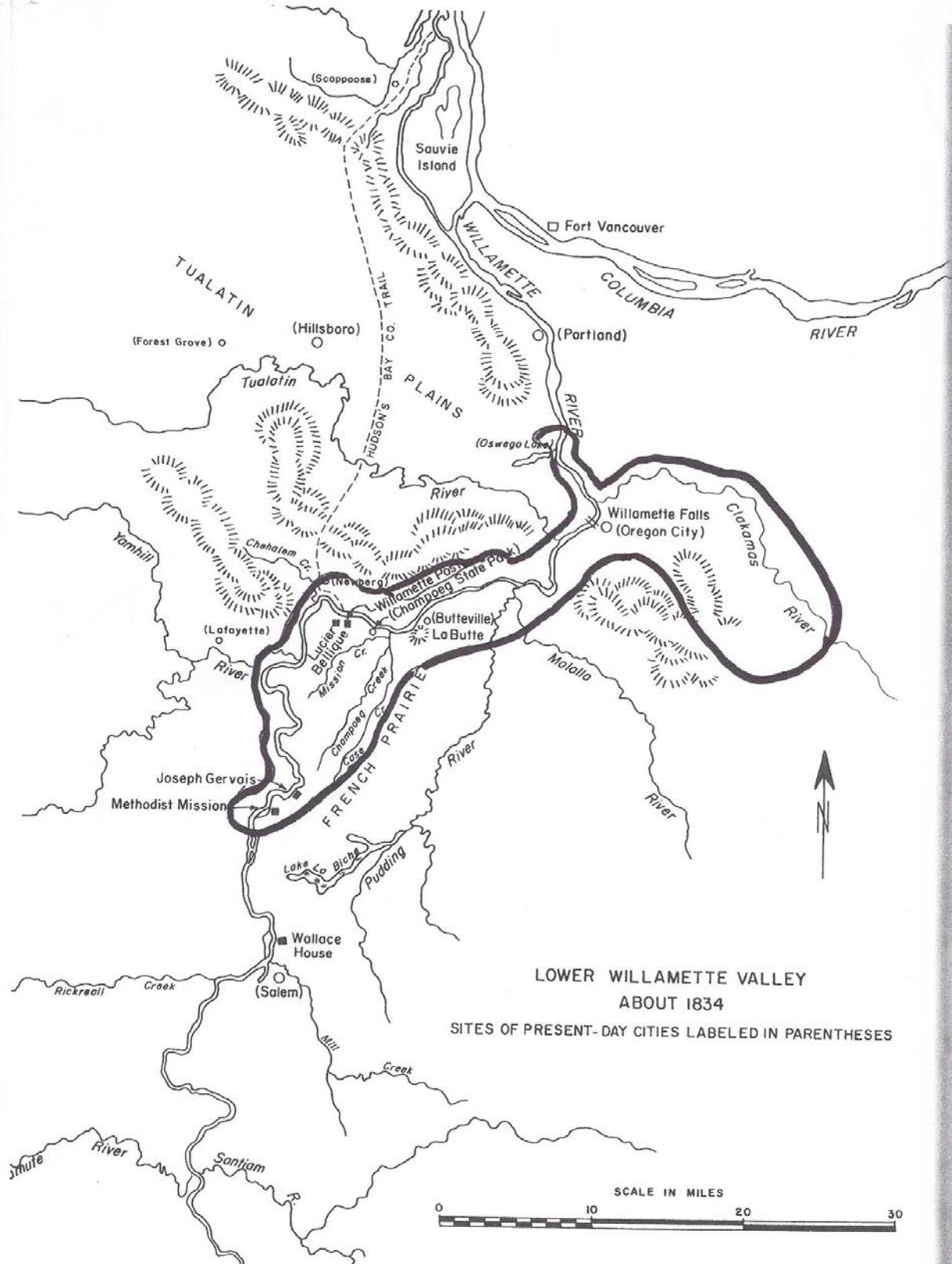
- ~ Champoeg Territorial Park and interpretive center
- ~ Donald Manson Threshing Barn (1862), restored, Champoeg Promise School programs
 - ~ Kitchen Garden, 1862-1880, Manson house site
- ~ Willamette Valley Treaty Commission councils at Champoeg in April-May, 1851, to open federal negotiations with Kalapuya and Molalla Indians
 - ~ Monument to 1843 decision and Pioneer Memorial Building
 - ~ Site of Hudson's Bay Company warehouse/granary (1835-54)
- ~ Dr. Robert Newell House, DAR Pioneer Mother's Cabin (1931), Butteville Jail (1849), and Butteville School (1858)
- ~ Willamette Post, site of North West Company trading station established in 1813 (later Pierre Bellique Donation Land Claim).

- **Newberg.** This town was platted in 1883 and incorporated in 1889.
 - ~ Ewing Young sawmill site, mouth of Chehalem Creek (1836) constructed by Young and Solomon Smith
 - ~ Dr. Henry Minthorn house (1881), childhood home of President Herbert Hoover from 1885-1891
 - ~ Pacific College (1885), a Quaker school, became George Fox University

- **Dayton.** Joel Palmer, author of *Journal of Travels Beyond the Rocky Mountains* (1847), founded this community. He served as Oregon Superintendent of Indian Affairs, 1853-55, and was the architect of ratified treaty program with Oregon tribes.
 - ~ Joel Palmer House (open, commercial use)
 - ~ Fort Yamhill Blockhouse (1856-1862), Grand Ronde Reservation
 - ~ Fifty sites and structures on National Register

- **St. Paul.** Catholic missionaries from Quebec, Canada, who arrived in Oregon Territory in 1838, founded the community in 1839 to minister to the Francophone/metis community of French Prairie.
 - ~ St. Paul Catholic Church, founded October, 1839, erected 1846, oldest brick building in the Pacific Northwest; Father F. N. Blanchet of Quebec, Canada
 - ~ Site of St. Joseph's College (1843), founded by Fathers Langlois and Bolduc from Canada enrolling 30 boys
 - ~ Site of St. Paul Academy (1844-52), founded by Sisters of Notre Dame de Namur, school for girls And women
 - ~ Site of St. Paul Academy (1861), founded by Sisters of Holy Names of Jesus and Mary of Montreal, Canada, a Catholic elementary school for girls
 - ~ St. Paul Cemetery
 - ~ St. Paul Rodeo, July 2-4, founded in 1936

- **Mission Bottom.** This site became the initial headquarters of Methodist missions in Oregon Territory and was established in 1834 to convert Native Americans.
 - ~ Willamette Mission State Park, site of Methodist Mission founded by Jason Lee and his overland party (Oregon State Parks), "ghost structure" of original mission buildings and nation's largest black cottonwood tree (ca. 250 years old)
 - ~ Wheatland Ferry (1846-present), established by Daniel Matheny, one of four ferryboats operating in Oregon



LOWER WILLAMETTE VALLEY
ABOUT 1834

SITES OF PRESENT-DAY CITIES LABELED IN PARENTHESES

SCALE IN MILES



RESOLUTION 1222

A RESOLUTION SUPPORTING EFFORTS TO CREATE A WILLAMETTE FALLS NATIONAL HERITAGE AREA AND URGING DESIGNATION OF SUCH BY CONGRESS

WHEREAS, National Heritage Areas are designated by Congress as places where natural, cultural, and historic resources combine to form a cohesive, nationally important landscape; and

WHEREAS, the Willamette Falls Area is an important nexus of the geologic formations created by the Missoula Floods, including the Willamette Meteorite and the foundation of the unmatched fertility of the Willamette Valley; and

WHEREAS, the Falls Area was a prominent gathering place for fishing and trade among numerous tribes for centuries prior to white settlement; and

WHEREAS, the Willamette River and Falls has been and continues to be an important transportation hub for tourism, commerce and recreation; and

WHEREAS, the 2,000-mile journey over the Oregon Trail ended in the Falls area (a destination point for one of the largest unforced migrations in world history), and helped to secure the nation's boundaries from the Atlantic to the Pacific; and

WHEREAS, the power of Willamette Falls inspired human industry since its discovery, for early sawmills and flour mills, and eventually hydroelectric power for woolen and paper mills, but especially for the world's first long distance transmission of electricity; and

WHEREAS, the discovery of mineral wealth in Lake Oswego helped to build the Pacific Northwest's infrastructure, through its iron mines and iron smelters, and

WHEREAS, the industrialization in the Falls area was the birthplace of industry in the American Northwest.

WHEREAS, a coordinated approach to managing and promoting this area as a national and statewide resource is a unique opportunity to collaborate on cultural & heritage tourism, natural resources, recreation and historic preservation.

NOW, THEREFORE, BE IT RESOLVED BY THE CANBY CITY COUNCIL THAT, the City of Canby supports the efforts of the Willamette Falls Heritage Area Coalition to attain National Heritage status for the Willamette Falls area; urges the National Park Service to find that such status is merited, and urges Congress to designate and create a Willamette Falls National Heritage Area.

This Resolution shall take effect on August 5, 2015.

ADOPTED this 5th day of August 2015 by the Canby City Council.

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

July 22, 2015

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS

6655 S.W. HAMPTON STREET, SUITE 210
PORTLAND, OREGON 97223

Mr. Dave Conner
City of Canby
182 North Holly Street
Canby, OR 97013

**RE: CITY OF CANBY
2015-16 WASTEWATER TREATMENT FACILITY IMPROVEMENTS
BIOSOLIDS HANDLING AND STORAGE IMPROVEMENTS**

Dear Dave:

In coordination with your office, we have prepared a five year master plan beginning in 2013, for improvements to the Wastewater Treatment facility. In 2014-15 the first two years of projects were undertaken at a cost of approximately \$1.7 million. This work included the headworks building and sludge processing building rehabilitation, secondary scum pumping, effluent filtration and off-gas ventilation. These first two year's projects were combined into one bid package and the construction was substantially complete on July 13 this year.

As we are now in FY 2016 we wanted to undertake the next master planned Wastewater Facility Improvement project and begin work on the biosolids handling and storage improvements. The current budget for 2015-16 is \$875,000 for expansion of the biosolids storage building and upgrading the handling equipment. We propose to complete preparation of the design and contract documents within 60 - 75 days and soliciting bids this fall for construction through early 2016.

The estimated net construction cost of this phase is \$650,000, including a contingency of \$85,000. The scope of construction tasks generally include:

1. Construction of a 75' by 100' metal building abutting and perpendicular to the north end of the existing building, with 18 to 20 foot eave heights to permit easy tractor trailer access and loading. Building is anticipated to have four rolling doors and two man doors. A small office area may be partitioned to house the electronics for the scale;
2. Installation of a two-section truck scale to measure each axle during biosolids loading to document the volume of biosolids hauled from the site and comply with legal load limits. The scale will have a large electronic readout visible to the operators;
3. New interior concrete partitions running north-south inside the existing building to store biosolids compatible with the area required to maneuver the loader. The existing east side garage door will be removed and the wall reconstructed to store biosolids. The two north side doors will be removed to provide access from the new building and new siding will be installed where needed;

4. Two new conveyor systems will be installed to intercept the belt press discharge and to provide alternative discharge locations into each storage bay. The intercepting conveyor system will include intercepting the discharge from the belt press with a conveyor that can be rotated out of position. This will permit continued use of the pug mill for lime stabilization;
5. Installation of additional ventilation equipment and ducting with a new sky plume to ventilate and exhaust the new building;
6. Install new conduits and lighting fixtures in the classified locations where biosolids will be stored and loaded, both in the existing building and new building.
7. Site improvements to provide a looped, paved truck route to provide access and egress to the new building;

The engineering design phase budget is estimated below and is designed for completion of the plans and specifications in September. Specific tasks include:

DESIGN PHASE ENGINEERING:

Site surveys, research as-builts	\$7,500
Site Civil Design, roadway & drainage	8,000
Structural/Architectural building design	18,000
Mechanical Conveyors, scales, ventilation	12,900
Instrumentation and Controls	4,000
Electrical Design	8,600
Contract Document	<u>2,500</u>
Total Design Phase Engineering	\$61,500

Construction phase engineering is estimated to cover 120 days of actual construction and two additional months for the bid process and project closeout. Construction is anticipated to begin in November and be complete by March 2016. Construction phase engineering will be billed hourly as needed, with a budget estimated at \$32,000.

The odor control study is a separate engineering budget item from the building design. This odor sampling and analysis work should begin immediately so sampling can be completed over the warmer summer period. We will coordinate all activities but anticipate the City will secure consultants to complete all sampling and analysis, and cover any costs associated with pilot testing. This effort should continue through the winter months and a summary report will be published in March of 2016.

Mr. Dave Conner
July 22, 2015
Page 3

This task budget is \$8,000 for our scope of work, and an additional \$12,000 is included in the 2015-16 CIP budget to cover the City's cost for sampling, analysis and pilot testing.

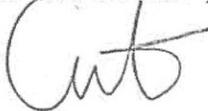
A summary report will be provided that analyzes the performance of the ventilation equipment and the need for odor treatment if any. Alternative odor treatments will be summarized and evaluated, including a thorough evaluation of bio-filters. This report will provide the predesign documentation required for the FY 2018 Odor Control Improvements.

We are enclosing two copies of a contract for engineering services for this current improvement phase. Please review and let me know if you have any questions or concerns. This format is similar to the contracts we have executed with the City for each phase of work at the plant, and this current phase is a continuation of the long term plans developed for the facility.

Let me know if you have questions or need anything additional to begin this work.

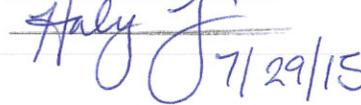
Very truly yours,

CURRAN-McLEOD, INC.



Curt J. McLeod, P.E.

THIS HAS BEEN REVIEWED
BY THE FINANCE DIRECTOR


7/29/15

Enclosure: Engineering Contract

Cc: Ms. Haley Fish, City of Canby
Mr. Richard Robinson, City of Canby

ORDINANCE NO. 1420

AN ORDINANCE AUTHORIZING THE CITY OF CANBY TO ENTER INTO A CONTRACT WITH CURRAN-MCLEOD, INC. CONSULTING ENGINEERS FOR ENGINEERING SERVICES REGARDING 2015-2016 WASTEWATER TREATMENT PLANT IMPROVEMENTS; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby requires improvements to its wastewater treatment plant; and

WHEREAS, the City of Canby went through a competitive process to hire Curran-McLeod, Inc. Consulting Engineers as engineer of record, and Curran-McLeod, Inc. has been involved with all preliminary planning at the wastewater plant including this project;

WHEREAS, the City of Canby desires to secure a cost effective contract for the requisite engineering services for this integral service;

THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:

Section 1. The City Administrator is hereby authorized on behalf of the City to enter into an Agreement for Engineering Services with Curran-McLeod, Inc. Consulting Engineers for Engineering Services for the City. A copy of the Agreement is attached hereto as Exhibit "A."

Section 2. Inasmuch as it is in the best interest of the citizens of Canby, Oregon, to begin wastewater treatment plant improvements as soon as possible, in order to provide both essential and general services to the public, an emergency is hereby declared to exist and this ordinance shall take effect immediately upon its enactment.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, August 5, 2015, 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, August 19, 2015, commencing at the hour of 7:30 p.m. in the Council Chambers located at 155 NW 2nd Avenue, Canby, Oregon.

Kimberly Scheafer, MMC
City Recorder

PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on August 19, 2015 by the following vote:

YEAS _____ NAYS _____

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

**CITY OF CANBY
2015-16 WASTEWATER TREATMENT PLANT IMPROVEMENTS
AGREEMENT FOR ENGINEERING SERVICES**

This Agreement is made this _____ day of _____, 2015, by and between the **CITY OF CANBY**, Oregon, hereafter referred to as the OWNER, and **CURRAN-McLEOD, INC. CONSULTING ENGINEERS**, Portland, Oregon, hereafter referred to as the ENGINEER.

The OWNER intends to make improvements to the Wastewater Treatment Plant defined as the Biosolids Handling and Storage Improvements, and Odor Control Study, and for which the ENGINEER agrees to perform the various professional engineering services for the design and construction of said improvements.

WITNESSETH

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

SECTION A - ENGINEERING SERVICES

The ENGINEER shall furnish engineering services to accomplish the work identified above and as more specifically identified in the correspondence dated July 22, 2015, attached as Exhibit A:

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

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

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

ENGINEER will not, however, guarantee the performance of any Contractor. Planning and design of the project and construction engineering services shall be accomplished with due diligence and in conformance with accepted industry standards of the practice of professional engineering.

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

one year after the date of the Certificate of Substantial Completion of the facility. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of initiation of the 12 month warranty period.

SECTION B - COMPENSATION FOR ENGINEERING SERVICES

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

Biosolids Handling & Storage Design Phase Engineering:

- Sixty One Thousand Five Hundred and No/100 Dollars (\$61,500)

Odor Control Analysis and Summary report Design Services

- Eight Thousand and No/100 (\$8,000)

Biosolids Handling & Storage Construction Phase Engineering:

- Thirty Two Thousand and No/100 Dollars (\$32,000)

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

4. Billings for Engineering Services shall be submitted in a format consistent with the payment provisions and format of the Agreement.

SECTION C - RESIDENT CONSTRUCTION INSPECTION

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

SECTION D - ADDITIONAL ENGINEERING SERVICES

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

1. Financial feasibility or other special studies.
2. Record boundary surveys or other similar surveys, excepting surveys required to locate the construction project, or as identified in the scope of work.
3. Laboratory tests, borings, specialized geological, soil, hydraulic, or other studies recommended by the ENGINEER.
4. Record property surveys, detailed descriptions of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
5. Necessary data and filing maps for storm water discharge permits, water rights, adjudication, and litigation.
6. Redesigns not initiated by the ENGINEER after final Plans and Specifications have been approved by the OWNER, except redesigns to reduce the project cost to within the funds available.
7. Appearances before courts or boards on matters of litigation or hearings related to the project and providing services as an expert witness in connection with any public hearing, arbitration proceeding, or the proceedings of a court of record.
8. Preparation of Environmental Assessments or Environmental Impact Statement (E.I.S.).
9. Performance of detailed staking necessary for construction of the project in excess of the control staking set forth in Section A-12.

10. Preparing documents for alternate bids requested by the OWNER.
11. Providing consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing professional services of the type set forth as previously mentioned in this Agreement as may be required in connection with the replacement of such work.
12. Providing professional services made necessary by the default of the Contractor in the Construction Contract.
13. Providing construction engineering and inspection services after the construction contract time has been exceeded.

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

SECTION E - OWNER'S RESPONSIBILITIES

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

SECTION F - SPECIAL PROVISIONS

The following is agreed to by both parties:

1. That the OWNER reserves the right to request replacement of any Resident Inspector(s) furnished by the ENGINEER or to furnish the Resident Inspector(s) from the OWNER'S own forces, subject to the approval of the ENGINEER regarding the qualifications of the Resident Inspector(s). If the OWNER furnishes the Resident Inspector(s), the OWNER agrees that the Resident Inspector(s) will be under the direction and supervision of the ENGINEER.
2. That the OWNER shall pay for advertisement for bids, building or other permits, licenses, technical review fees, etc., as may be required by local, State or Federal authorities, and shall secure the necessary land easements and rights-of-way.
3. The ENGINEER will endeavor to assure compliance of his work with applicable State and Federal requirements.
4. That insofar as the work under this Agreement may require, the OWNER shall furnish the ENGINEER all existing maps, field survey data, grades and lines of streets, pavements, and boundaries, rights-of-way, and other surveys presently available, which will be returned upon project completion. ENGINEER will provide the OWNER a copy of survey notes establishing bench marks and location of improvements.
5. That if the engineering work covered in this Agreement has not been completed on or after the expiration of a Twelve (12) month period from the date of execution of this Agreement, the OWNER or ENGINEER may, at the option of either, on written notice, request a renegotiation of Sections B, C, and D (providing for the compensation to be paid the ENGINEER for services rendered) to allow for changes in the cost of services. Such new schedule of compensation is to apply only to work performed by the ENGINEER after delivery date of such written notice.
6. That this Agreement is to be binding on the heirs, successors and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. At least fifteen (15) days shall be allowed for such consent.
7. Attorney's fees: In the event a suit, arbitration or other legal action is required by either the OWNER or the ENGINEER to enforce any provision of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorney's fees upon litigation or upon appeal.
8. Termination
 - a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten

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

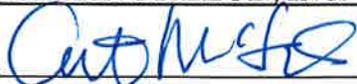
10. The ENGINEER agrees to acquire and maintain for the duration of this Agreement, Professional Liability Insurance in the nominal amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.
11. The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER from claims under the Worker's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees or agents.
12. The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
13. ENGINEER covenants that he presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of his services under this Agreement. Any interest on the part of the ENGINEER or his employees must be disclosed to the OWNER.
14. INDEPENDENT CONTRACTOR. It is agreed that ENGINEER is providing the services hereunder as an independent contractor and not as an employee of OWNER.

OWNER shall have no right to control the manner of the performance of the services, but may place restrictions on ENGINEER relating to use of OWNERS premises. As an independent contractor, ENGINEER shall not be eligible to receive benefits otherwise provided to employees of the OWNER.

15. The records and documents with respect to all matters covered by the Agreement shall be subject at all times to inspection, review or audit by the OWNER, County, Federal or State officials so authorized by law during the performance of this contract. Required records shall be retained for a period of three (3) years after termination of this Agreement
16. No member or delegate to the Congress of the United States and no Resident Commissioner or City Official shall be admitted to any share or part of this Agreement or to any benefit that may arise hereunder.

17. This CONTRACT shall be construed according to the laws of the State of Oregon. Any litigation between the OWNER and the ENGINEER or out of work performed under this CONTRACT shall occur, if in the state courts, in the Clackamas County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.
18. This Agreement, including Exhibits A and B, represents the entire integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and ENGINEER.

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

OWNER: <u>CITY OF CANBY</u>	ENGINEER: <u>CURRAN-McLEOD, INC.</u>
SIGNATURE: _____	SIGNATURE: <u></u>
NAME: _____	NAME: <u>CURT McLEOD</u>
TITLE: _____	TITLE: <u>PRINCIPAL</u>
DATE: _____	DATE: <u>JULY 22, 2015</u>

Management Team Meeting Minutes

July 13, 2015

2:00 PM

City Hall Conference Room

In attendance: Rick Robinson, Kim Scheafer, Bryan Brown, Eric Laitinen, Amanda Zeiber, Bret Smith, Julie Wehling, and Joseph Lindsay.

Amanda Zeiber

- Gave an update on recent job postings and employment legislation that will take effect January 1.
- Public Works Director candidate is in the background check phase of being hired
- Utility easement for Library/Civic building was recorded today

Bret Smith

- Reserve program will be starting soon
- Jeffrey Johnson will be starting in September. Bret Ethington's last day was July 1.
- New K9 is working out
- No big issues since marijuana became legal

Kim Scheafer

- Reviewed Agenda for the August 5 CC Meeting
- Out of office next week.

Joseph Lindsay

- Canby Ordinance was passed so the paraphernalia law is consistent with marijuana law
- Gave an update on recreational and medical marijuana dispensary law and issues

Julie Wehling

- No legislative movement on transportation items
- Drafting a purchasing option letter
- Attending an ACT meeting and Citizens Academy this week
- Attended Bridging Culture event
- Reviewed changes in the new schedule

Melissa Kelly

- Reviewed events for the Summer Reading Program
- Twenty-nine applications were received for the OS I position. Interviews will be conducted later this week.
- New website is up and running
- Latino Americans grant was received from the American Library Association
- Staff received Story Corp training

Bryan Brown

- Averaging four home permits per month
- Pre-con meeting was held last month for McDonalds
- Fred Meyer fuel station will be scheduling their pre-con meeting
- Staff is working with the North Redwood development stakeholders to get a definite parkland distribution formula developed
- Canby Commons Apartment application has been put on hold so application can be made complete
- OBC warehouse application will be coming in a week or so

Eric Laitinen

- Pool has not been this busy since 2002. More money was made this year than ever before.
- Closed for two weeks in September for annual maintenance work. Reopens September 14.

Minutes taken by Kim Scheafer