



## AGENDA

### CANBY CITY COUNCIL REGULAR MEETING

January 2, 2013

7:30 PM

Council Chambers

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

*Mayor Randy Carson*

*Council President Walt Daniels*

*Councilor Richard Ares*

*Councilor Tim Dale*

*Councilor Traci Hensley*

*Councilor Brian Hodson*

*Councilor Greg Parker*

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### CITY COUNCIL REGULAR MEETING

#### 1. CALL TO ORDER

A. Pledge of Allegiance and Moment of Silence

#### 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 December 5, 2012 City Council Regular Meeting

B. Appointment to Parks and Recreation Advisory Board Pg. 1

#### 7. RESOLUTIONS & ORDINANCES

A. Res. 1148, Accepting Dedication of Land From Weygandt LLC and Lisa M.

Weygandt for Right-of-Way Purposes Pg. 2

B. Ord. 1367, Authorizing Contract with Kennedy/Jenks Consultants in the amount of \$104,000 for Engineering and Consulting Services to complete the 2013 City of

Canby for Stormwater Master Plan (**2<sup>nd</sup> Reading**) Pg. 13

C. Ord. 1368, Adopting the Canby OR 99E Corridor and Gateway Plan, Amending Canby's Comprehensive Plan Text, Transportation System Plan, and Title 16 of the

Canby Municipal Code (**2<sup>nd</sup> Reading**) Pg. 30

**8. NEW BUSINESS**

A. Presentation to Mayor Carson and Councilor Daniels

**9. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS**

**10. CITIZEN INPUT**

**11. SWEARING IN CEREMONY**

A. Swearing in of Mayor and City Councilors

**12. ACTION REVIEW**

**13. EXECUTIVE SESSION: ORS 192.660(2)(h) Pending 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, MMC, City Recorder at 503.266.0733. A copy of this Agenda can be found on the City's web page at [www.ci.canby.or.us](http://www.ci.canby.or.us). City Council and Planning Commission Meetings are broadcast live and can be viewed on OCTS Channel 5. For a schedule of the playback times, please call 503.263.6287.



## AGENDA

### CANBY CITY COUNCIL SPECIAL MEETING

January 2, 2013

7:30 PM (Immediately After Regular Meeting)

Council Chambers

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

*Mayor Brian Hodson*

*Councilor Richard Ares*

*Councilor Tim Dale*

*Councilor Traci Hensley*

*Councilor Greg Parker*

*Councilor Ken Rider*

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### SPECIAL CITY COUNCIL MEETING

#### 1. CALL TO ORDER

#### 2. 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.)*

#### 3. NEW BUSINESS

A. Discussion Regarding Council Vacancy

B. Discussion and Selection of Council President and Committee Liaison  
Assignments

Pg. 46

#### 4. CITIZEN INPUT

#### 5. ACTION REVIEW

#### 6. 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, MMC, City Recorder at 503.266.0733. A copy of this Agenda can be found on the City's web page at [www.ci.canby.or.us](http://www.ci.canby.or.us). City Council and Planning Commission Meetings are broadcast live and can be viewed on OCTS Channel 5. For a schedule of the playback times, please call 503.263.6287.

***A reception will be held after the Special Meeting in the Council Chambers for the outgoing Mayor and City Councilor and incoming Mayor and City Councilors.***



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

*Instructions: By using either your tab key or arrow keys, navigate to each field and type in your information. When complete, save the document to your computer and either mail, fax or email to the addresses listed below.*

Date: 12/10/12

Name: Bethany Davis

Occupation: Student

Home Address:

Employer:

Position:

Daytime Phone:

Evening Phone:

E-Mail Address:

For which position are you applying? Canby Parks and Recreation Advisory Board Member

What are your community interests (committees, organizations, special activities)? I have lived in the area my whole life and have a strong interest in the community and helping with its improvements/etc. I am interested in volunteering, and implementing a dog park. I am also a college student interested in a career in city planning. I am very open and interested in the board and would like to help and be involved as much as I can!

Experience and educational background: High School Graduate, (current) PCC Student working on Associates degree of Science Transfer, Future Political Science major

Reason for your interest in this position: Strong interest in City / Community happenings and improvement

List any other City or County positions on which you serve or have served: Canby Main Street Promotions Committee, Canby Dog Park Committee

Information on any special membership requirements:

Referred by (if applicable): Matilda Deas

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: 503.266.4021 Fax: 503.266.7961 Email: [scheaferk@ci.canby.or.us](mailto: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.**

12-4-07

**RECEIVED**

DEC 11 2012

**CITY OF CANBY**



**RESOLUTION NO. 1148**

**A RESOLUTION ACCEPTING DEDICATION OF LAND FROM WEYGANDT LLC  
AND LISA M. WEYGANDT FOR RIGHT-OF-WAY PURPOSES.**

**WHEREAS**, the City desires to obtain right-of-way for the construction Stage 7 of the S. Sequoia Parkway extension project; and

**WHEREAS**, the property described in the attached Dedication Agreement (Exhibit A) is needed to be able to extend this road at its full right-of-way width; and

**WHEREAS**, the City of Canby and the Canby Urban Renewal Agency are prepared to undertake actions consistent with the Dedication Agreement; and

**WHEREAS**, Weygandt LLC and Lisa M. Weygandt, joint owners of the property, have indicated their willingness to proceed as described in the Dedication Agreement, and signed the attached Dedication Agreement; and

**WHEREAS**, Section 16.88.060 of the Canby Municipal Code requires this right-of-way dedication to be accepted by the City Council;

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

- (1) The Canby City Council accepts the Dedication Agreement described in Exhibit A and directs the City Administrator to sign the Dedication Agreement on behalf of the City.

This Resolution shall take effect on January 2, 2013.

**ADOPTED BY THE CANBY CITY COUNCIL** at a regular meeting thereof on January 2, 2013.

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Randy Carson  
Mayor

**ATTEST:**

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Kimberly Scheafer, MMC  
City Recorder

# EXHIBIT A

## DEDICATION AGREEMENT

**PARTIES:** CITY OF CANBY, an Oregon municipal corporation ("City")  
CANBY URBAN RENEWAL AGENCY, the duly authorized and  
acting urban renewal agency of the City of Canby ("Agency")  
And  
("Owners")

WEYGANDT LLC and LISA M. WEYGANDT,  
(jointly, "Owners")

### RECITALS:

A. The City, through its City Council, and the Agency, through its Board of Directors, believe that the continued and immediate development of properties within and adjacent to the Canby Pioneer Industrial Park, also known as Phases II and III of the City of Canby Logging Road Industrial Park (the "Industrial Park") is important and essential for the effective and balanced growth of the City.

B. Construction Stage 1 consisted of that portion of Sequoia Parkway immediately East of and adjacent to the Canby Shopping Center of which Fred Meyer was a part.

C. Construction Stage 2 consisted of the extension of Sequoia Parkway and a short portion of Hazel Dell Way which was the subject of Memorandum of Understanding I.

D. Construction Stage 3 consisted of the further extension of Sequoia Parkway, as well as an extension of Southeast 4<sup>th</sup> Avenue which was the subject matter of Memorandum of Understanding II.

E. Construction Stage 4 consisted of the extension and development

of Hazel Dell Way which was the subject matter of Memorandum of Understanding III.

F. Construction Stage 5 consisted of the extension of Sequoia Parkway, including utilities, from the intersection of 4<sup>th</sup> Avenue south to Township Road, including improvements needed at the intersection of Sequoia Parkway and Township Road due to the extension of Sequoia Parkway.

G. Construction Stage 6 consisted of the extension of Sequoia Parkway from Township Road southerly a distance of 650 feet and the identification of the potential route for the further extension of Sequoia Parkway from the southerly termination of Sequoia Parkway to SE 13<sup>th</sup> Avenue a distance of approximately 1,860 feet which was the subject matter of Memorandum of Understanding IV

H. In order to accomplish the objectives of Recital A it is desirable for the Owners to support, financially, by donation or otherwise, a Construction Stage 7, consisting of:

a. The extension of Sequoia Parkway from its southerly termination to SE 13<sup>th</sup> Avenue a distance of approximately 1,860 feet; and

b. The extension of utilities from the southerly termination of Sequoia Parkway to SE 13<sup>th</sup> Avenue a distance of approximately 1,860 feet.

I. The City desires that the Owners' properties be developed, consistent with the City's adopted Industrial Area Master Plan and zoning (collectively, "the Master Plan") and consistent with the City's objectives to create employment opportunities with the City, broadening the City's tax base and helping make the City a complete community.

J. Construction Stages 1, 2, 3, 4, 5 and 6 have been completed; however, Construction Stage 7 is also a key element in the City's transportation plan and is a priority capital improvement subject for the City. Construction Stage 7 will



generate significant public benefit to City residents and businesses in the form of improved safety, street capacity and connectivity.

K. Right of way for Construction Stage 7 is presently owned by the Owners and would need to be acquired by the City or the Agency in order to allow Construction Stage 7.

L. The City, the Agency and the Owners agree to act reasonably and diligently to accomplish Construction Stage 7. The City, the Agency and the Owners have reached a consensus as to how the objectives of the Master Plan and Construction Stage 7 can be implemented. Consequently, this Dedication Agreement ("Agreement") documents the various understandings previously reached among the parties on these subjects and conditionally commits the Parties to activities to achieve the objective of the extension of Sequoia Parkway to the intersection of SE 13<sup>th</sup> Avenue.

M. The financing plan for Construction Stage 7 is conditioned upon contributions of right-of-way, construction of certain improvements at private expense, the City or Agency obtaining loan or grant funds and the generation of system development charges ("SDCs") resulting from development of Owners' properties. Therefore, the estimated cost of Construction Stage 7 is heavily dependent upon right-of-way contributions and the financial considerations arising from development of Owners' properties.

N. The Owners have indicated their willingness to proceed as described in this Agreement, and the City and the Agency, likewise are prepared to undertake actions consistent with this Agreement.

NOW, THEREFORE, THE PARTIES HERE BY AGREE AS FOLLOWS:

**1. Sequoia Parkway Extension**

In consideration for the City and the Agency proceeding as described in this Agreement, the Owners, for themselves, their heirs, successors and assigns, agree to support Construction Phase 7, as depicted in Exhibits C and E, as follows:

**1.1** The Owners will dedicate right-of-way necessary to permit construction of the extension of the Sequoia Parkway segment of Construction Stage 7. Weygandt LLC will dedicate the real property specifically described in Exhibit B and depicted on the map attached as Exhibit C. Lisa M. Weygandt will dedicate the real property specifically described in Exhibit D and depicted on the map attached as Exhibit E.

**1.2** The City or the Agency makes no representation as to the value of Owners' dedications and contributions required by this Agreement. The value of such dedications and contributions shall be determined by the Owners. However, the City and the Agency each agrees that no Owner is required to make the dedications or contributions at the time of this Agreement, and each such dedication or contribution is made voluntarily by the Owners.

**1.3** In addition to the right-of-way dedication, and in consideration for the City's and Agency's performance under this Agreement, the Owners will fund and construct sidewalks and adjoining planter strips along the Sequoia Parkway segment of Construction Stage 7 at such time as their respective properties develop.

## **2. Financing of Sequoia Parkway Extension - Construction Stage 7.**

**2.1** Except as otherwise provided in this Agreement, the City or the Agency shall be responsible to fund and construct Construction Stage 7 . With the exception of standard City SDCs, none of the Owners shall have any obligation nor shall

they be required in any respect to fund the cost of any Construction Stage 7 improvements. Examples include cost of extending roadway and utilities from the southerly termination of Sequoia Parkway to SE 13<sup>th</sup> Avenue, removal of trees and bridge or overpass costs.

**2.2** Under no circumstances shall any of the Owners be required to participate or have their properties included within any advance financing district, local improvement district or similar special financing mechanism for construction of Construction Stage 7, provided that the parties understand that the right-of-way the Owners have agreed to dedicate is located within the Canby Urban Renewal Plan Area.

**2.3** The City, the Agency and the Owners recognize that their respective commitments and contributions as described in this Agreement are based upon the City or the Agency seeking and obtaining funds for constructing Construction Stage 7.

**2.4** The Owners for themselves, their heirs, successors and assigns agree to support any City or Agency funding application for Construction Stage 7. Such support is based upon the City's reciprocal commitments as stated in this Agreement.

### **3. Recognition of Parties**

This Agreement is executed with each party representing that it has obtained the necessary entity approvals of the Agreement, if any, and that the signator on its behalf has the authority to bind the party. For purposes of additional discussion and implementation of this Agreement the Owners designate R. A. Weygandt and Lisa Weygandt as their spokespersons and clearinghouse for information.

### **4. Reciprocal Commitments**

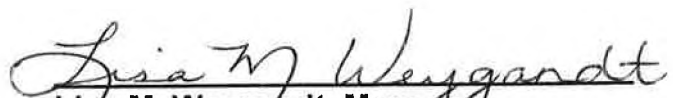


The City, the Agency and the Owners recognize and agree that the commitments, promises and agreements stated in this Agreement are mutual and reciprocal. Should a party not perform as specified in this Agreement, any other party shall be relieved of its respective obligations to perform. The parties shall undertake all reasonable and necessary steps to implement this Agreement consistent with the objectives stated in the Recitals. Should the Owners fail to dedicate right-of-way for Construction Stage 7 or fail to construct sidewalks and/or planter strips upon development of their properties, the City or the Agency may impose other means of financing for those improvements that may impact the Owners but such imposition shall be subject to all legal rights and processes available to any Owner.

**CITY OF CANBY:**

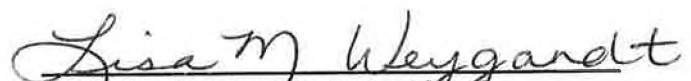
By: \_\_\_\_\_  
Randy Carson, Mayor

**PROPERTY OWNERS:**

  
\_\_\_\_\_  
Lisa M. Weygandt, Manager  
Weygandt LLC  
(Tax Lots 103) 11/28/12

**CANBY URBAN RENEWAL:**

By:  \_\_\_\_\_  
Richard Ares, Chair

 \_\_\_\_\_  
Lisa M. Weygandt, Individually  
(Tax Lots 102)  
11/28/12

City of Canby

ROADWAY DEDICATION  
WEYGANDT LLC TO THE CITY OF CANBY

Section 3, T4S, R1E W.M., Tax Lot 103

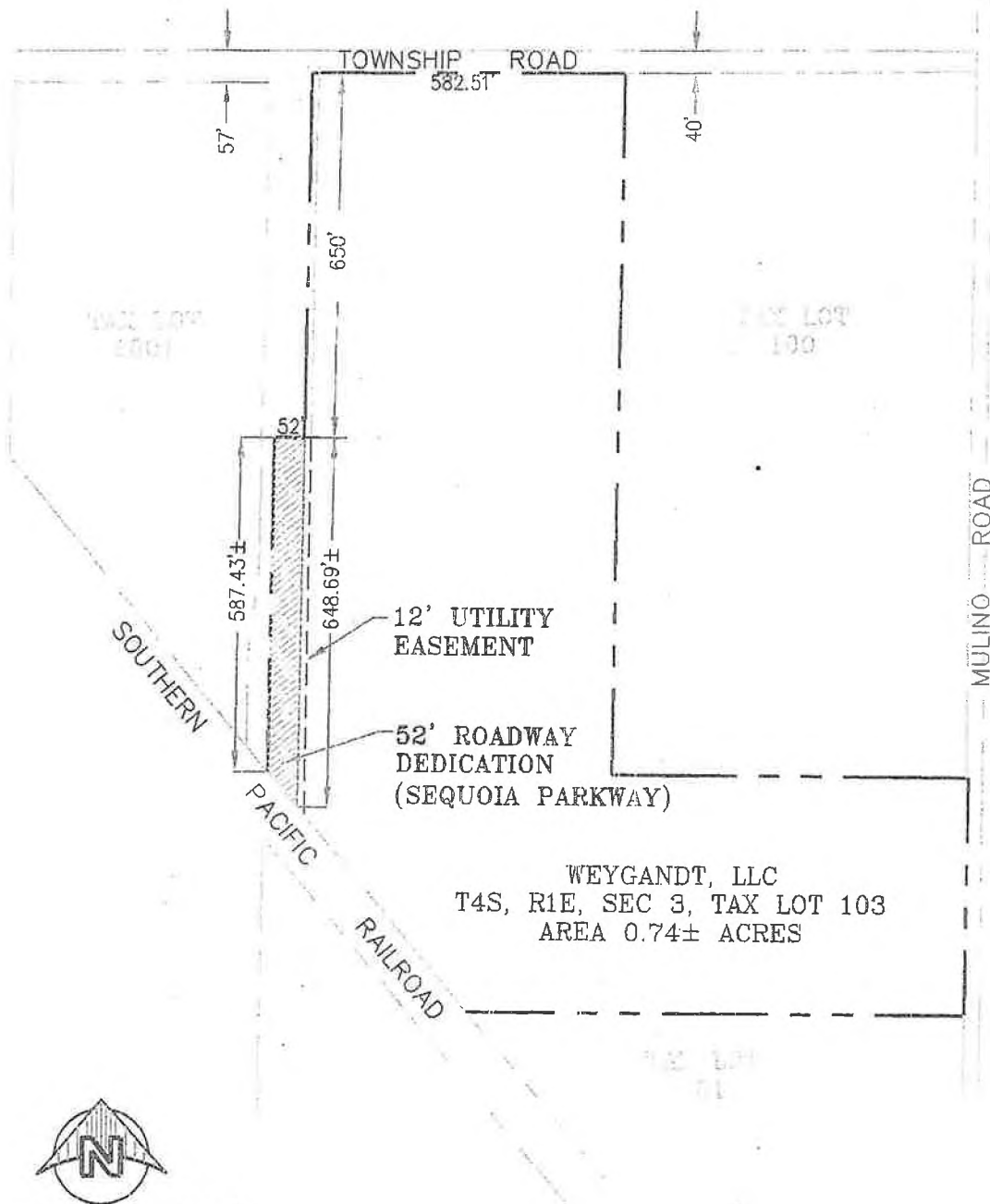
May 2012

The following described tract is being donated to the City of Canby as a public right-of-way for roadway and associated infrastructure construction, said tract being described as follows:

A portion of that tract of land conveyed to Weygandt LLC. recorded as Deed Number 99-089726, Clackamas County Deed Records in Section 3 of Township 4 South, Range 1 East, W.M., Clackamas County, Oregon; more particularly described as a strip of land 52 feet in width parallel and abutting the western boundary of said Weygandt LLC tract subsequent to the 2007 lot line adjustment as recorded under fee number 2008-001907, Clackamas County Deed Records, said strip of land beginning at a point 650 feet south of the south boundary of Township Road, said point being the southern end of the current public road right-of-way for Sequoia Parkway, thence continuing south along the said western boundary 659 feet more or less to the northern boundary of the Oregon Pacific Railroad, said dedication totaling approximately 0.74 acres.

A permanent 12 foot public utility easement shall also be created parallel and abutting the above described right-of-way dedication.

# EXHIBIT c



Roadway Dedication & Easements  
**WEYGANDT, LLC**  
Canby, Oregon

**CURRAN-McLEOD, INC.**  
CONSULTING ENGINEERS

6655 SW. HAMPTON ST., SUITE 210  
PORTLAND, OREGON 97223  
PHONE (503) 684-3478



City of Canby

ROADWAY DEDICATION  
LISA MAE WEYGANDT TO THE CITY OF CANBY

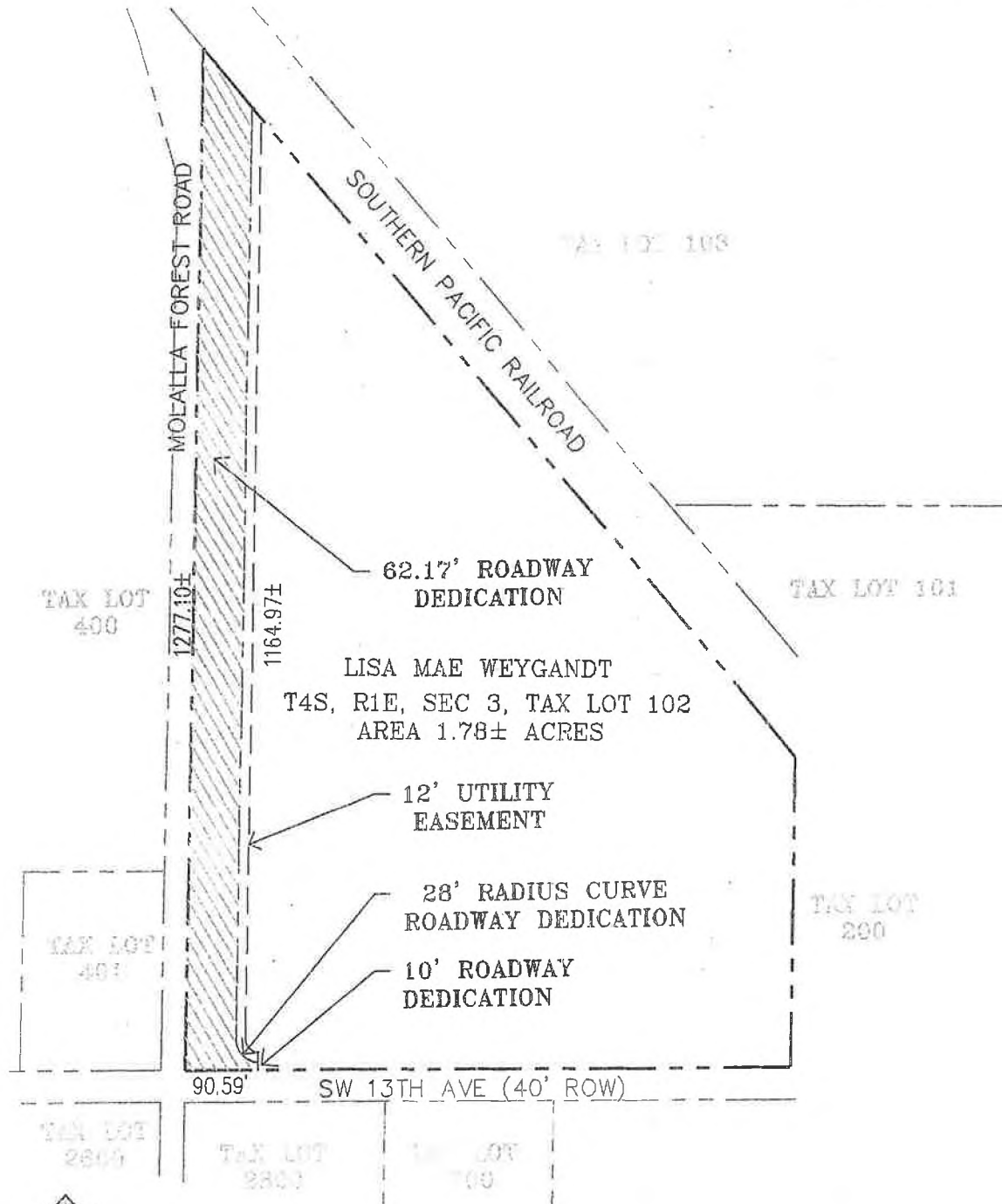
Section 3, T4S, R1E W.M., Tax Lot 102

November 2012

The following described tract is being donated to the City of Canby for public right-of-way for roadway and associated infrastructure construction, said tract being described as follows:

A portion of that singular tract of land conveyed to Lisa Mae Weygandt recorded in three instruments of undivided interests as Deed Numbers 83-43129, 84-10367 and 85-02733, Clackamas County Deed Records in Section 3 of Township 4 South, Range 1 East, W.M., Clackamas County, Oregon; more particularly described as a strip of land 62.17 feet in width parallel and abutting the western boundary of said Weygandt tract, together with a return at the southeast corner of said strip of land having a radius of 28 feet, to a point that lies 30 feet measured perpendicular to the centerline of SE 13th Avenue and 90.48 feet measured perpendicular to the western boundary of said Weygandt Tract, thence south perpendicular to the centerline of SE 13th Avenue, a distance of 10 feet to the southern boundary of said Weygandt tract, thence westerly along said southern boundary to the south east corner of said 62.17 foot strip of land, as shown on the attached sketch, said donation totaling approximately 1.78 acres.

A permanent 12 foot public utility easement shall also be created measured perpendicular, paralleling and abutting the above described right-of-way dedication.



SCALE: 1" = 200'

Roadway Dedication & Easements  
LISA MAE WEYGANDT  
Canby, Oregon

CURRAN-McLEOD, INC.  
CONSULTING ENGINEERS

6655 S.W. HAMPTON ST, SUITE 210  
PORTLAND, OREGON 97223  
PHONE (503) 684-3478

## **ORDINANCE NO. 1367**

### **AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH KENNEDY/JENKS CONSULTANTS IN THE AMOUNT OF \$104,000.00 FOR ENGINEERING AND CONSULTING SERVICES TO COMPLETE THE 2013 CITY OF CANBY STORMWATER MASTER PLAN; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Canby has heretofore advertised and received proposals for municipal engineering services from four (4) engineering firms and selected Kennedy/Jenks Consultants to complete the 2013 City of Canby Stormwater Master Plan; and

**WHEREAS**, the notice of call for a Request For Proposals (RFP) was duly and regularly published in the Oregon Daily Journal of Commerce on September 28, 2012; and

**WHEREAS**, the proposals were received and opened on October 19, 2012 and then distributed to five members of a City proposal selection committee for scoring and evaluation to determine the most qualified engineering firm for this project:

**WHEREAS**, the City proposal selection committee scored the Stormwater Master Plan proposal from Kennedy/Jenks Consultants the highest and therefore proceeded to move forward with contract negotiations on November 20, 2012. The negotiated and finalized Scope and Fee proposal from Kennedy/Jenks Consultants is attached herein as a part of Exhibit "A"; and

**WHEREAS**, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, December 5, 2012, and considered the proposal, reports and recommendations of the City staff; and

**WHEREAS**, the Canby City Council determined that the most qualified selection for engineering services to complete the 2013 City of Canby Stormwater Master Plan was that of Kennedy/Jenks Consultants of Portland Oregon; now therefore

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

Section 1. The Mayor and/or City Administrator are hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate contract with Kennedy/Jenks Consultants to complete the 2013 City of Canby Stormwater Master plan in the amount of \$104,000.00. A copy of the contract with Kennedy/Jenks Consultants is attached hereto and marked as Exhibit "A" and by this reference incorporated herein.



Section 2. Inasmuch as it is in the best interest of the citizens of Canby, Oregon, to complete this project as soon as possible, an emergency is hereby declared to exist and this ordinance shall therefore take effect immediately upon its enactment after final reading.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, December 5, 2012; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, January 2, 2013, after the hour of 7:30 pm at the Council Meeting Chambers located at 155 NW 2<sup>nd</sup> Avenue, Canby, Oregon.

\_\_\_\_\_  
Kimberly Scheafer, MMC  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 2<sup>nd</sup> day of January 2013 by the following vote:

YEAS \_\_\_\_\_ NAYS \_\_\_\_\_

\_\_\_\_\_  
Randy Carson  
Mayor

ATTEST:

\_\_\_\_\_  
Kimberly Scheafer, MMC  
City Recorder

**EXHIBIT "A"**  
**PERSONAL SERVICES AGREEMENT**

**THIS AGREEMENT is between the CITY OF CANBY (City) and KENNEDY/JENKS CONSULTANTS INC. (Consultant).**

- A. City requires services which Consultant is capable of providing, under terms and conditions hereinafter described.
- B. Consultant is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree a Follows:

- 1. Scope of Services. Consultant's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. Consultant Identification. Consultant shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Consultant's Social Security Number, as City deems applicable. **Consultant understands it is required to obtain a City of Canby business license for conducting business in the City. Consultant agrees to obtain a Canby business license prior to commencing work under this contract.**
- 3. Compensation:
  - A. City agrees to pay Consultant according to the proposed rate schedule submitted with the Consultant's proposal. See Exhibit "A" attached hereto. Consultant agrees that \$104,000.00 is the not to exceed price of this contract, without prior written approval from the City.
  - B. City agrees to pay Consultant within 30 days after receipt of Consultant's itemized statement. Amounts disputed by the City may be withheld pending settlement.
  - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Consultant is Independent Contractor.
  - A. Consultant's services shall be provided under the general supervision of the Planning Director. Consultant shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
  - B. Consultant certifies that it is either a carrier-insured employer or a self-

insured employer as provided in Chapter 656 of the Oregon Revised Statutes.

- C. Consultant hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Consultant, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

- 5. **Subcontractors and Assignment.** Consultant shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any subcontract between Consultant and subcontractor shall require the subcontractor to comply with all applicable OSHA regulations and requirements.

- 6. Work is Property of City. All work performed by Consultant under this Agreement shall be the property of the City. City agrees that the Consultant may use its work in other assignments if all City of Canby data and references are removed. Reuse of consultant's work product by City for other than its intended purpose under this agreements shall be at City's sole risk.

- 7. Term.

- A. This Agreement may be terminated by:

- 1. Mutual written consent of the parties.
- 2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
- 3. City, effective upon deliver of written notice to Consultant by certified mail, or in person, under any of the following:
  - a. If Consultant fails to provide services called for by this Agreement within the time specified or any extension thereof.
  - b. If services are no longer required.

- 8. Professional Standards. Consultant shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

9. Insurance. Insurance shall be maintained by the Consultant with the following limits:
- A. For General Liability Insurance, Consultant shall provide a Certificate of Insurance naming the City of Canby as an additional insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.
  - B. For Automobile Insurance, Consultant shall provide a Certificate of Insurance naming the City of Canby as an additional insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.
  - C. For Professional Liability—errors and omissions—a \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. **(Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.).** For purposes of professional liability, Consultant shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.
  - D. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.
- Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement.
10. Legal Expense. In the event legal action is brought by City or Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals there from.
11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
12. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.
13. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior

and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.

CITY: Greg Ellis, City Administrator  
City of Canby  
PO Box 930  
182 N. Holly Street  
Canby, OR 97013

CONSULTANT: Gordon Monroe  
Kennedy/Jenks Consultants Inc.  
200 S.W. Market Street, Suite 500  
Portland, OR 97201

Please submit invoices to: **Attn: Lisa Potter**  
**City of Canby**  
**PO Box 930**  
**Canby, OR 97013**  
[potterl@ci.canby.or.us](mailto:potterl@ci.canby.or.us)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

CONSULTANT: CITY OF CANBY:

By: By:

Date: Date:

Approved as to Form:

\_\_\_\_\_  
Joseph Lindsay, City Attorney



## **Exhibit “A”**

### **CITY OF CANBY AND KENNEDY/ JENKS CONSULTANTS INC. SCOPE OF SERVICES AND SCHEDULE**

KENNEDY JENKS will perform professional services described herein as requested by the City of Canby. Services may include review of documents, preparation of documents, regulatory support, studies, design, technical assistance, development review, funding assistance, environmental assistance, general engineering advice, or other tasks as requested by the City.

## **Scope of Work**

### **Task 1 – Project Management**

**Objective:** Manage the team and project.

**Product:** Project administrative plan, meeting summaries, internal meetings, QC reviews.

#### **Activities**

#### **1.1 Project Administration**

Develop the project administration plan to direct, coordinate and monitor the project.

#### **1.2 Meetings**

Conduct conference calls and/or meetings with the City to review the progress of the project, discuss issues, review findings, and discuss alternative solutions. This will also be a time to review the schedule, timing of public meetings, and adjustment to scope.

Meetings with the City will be conducted at the Kennedy/Jenks office, and will occur once per month.

#### **1.3 Quality Assurance and Quality Control Review**

Kennedy/Jenks develops a QA/QC for every project that we work on. This includes identification of the appropriate reviewers, identification of QC review schedule and budget. There will be a minimum of three formal review points: 20% to calibrate the work, draft plan and final plan.

#### **1.4 Team Coordination**

Direct and manage the team members and experts to maintain an understanding of the objectives, deliverables and schedule. Provide a single conduit to the City for communication of challenges and issues as they occur during the work.

## **Task 2 – Data Gathering**

**Objective:** Gather data from the city which will be used to evaluate the stormwater system.

**Product:**

- Start up meeting summary
- Data request list
- Summary of current data
- Gap survey
- Infiltration tests (city will provide data from development)

### **Activities**

#### **2.1 Start Up Meeting**

Conduct the start up meeting which will include an introduction of the team members and their tasks, an over view of the scope of work, review of the schedule, review of the objectives, and assignment of initial tasks.

This will occur at the Kennedy/Jenks office and will constitute the first monthly meeting (Task 1.2).

#### **2.2 Data Request**

Kennedy/Jenks will develop a list of material and information needed for the project which will include record drawings, monitoring data, soils investigations, well logs, UIC registrations, repair reports, etc. This will also include a list of key questions for the City that will help to focus the work. This list is typically sent to the City prior to the start up meeting to facilitate discussion.

#### **2.3 Interviews**

Conduct interviews with City personnel to collect information on the stormwater system such as operation and maintenance issues, known deficiencies, system condition and age, locations of facilities, information for the modeling effort, and history of the system. This will also include site visits of the facilities. Maintenance policies will also be discussed with regards to public and private facilities, location of facilities with regard to right-of-way, easements and tracts, and preference for type of facilities. At a minimum this will include: Darvin Tramel, Curt McLeod, Jerry Nelzen, Chris Goetz and Dan Mickelsen.

It is intended that all the interviews will occur on one day.

#### **2.4 Review of Data**

The information provided by the City will be reviewed to determine if it is complete and sufficient for the work. Where there are data gaps, Kennedy/Jenks and the City will work together to gather the required information.

## 2.5 Site Investigations

The City has surveyed the UIC's and will provide location data, rim elevation and bottom elevation. It is anticipated that some additional survey work will be required, which will be performed by Kennedy/Jenks.

It is anticipated that the City will collect existing infiltration tests that have been performed around the community by various developers. Two additional test may need to be performed if the existing tests are not close to the existing retention basin and proposed wetland area.

If required by the DEQ, the City will collect up to four storm water samples and send them to a laboratory for testing. Otherwise the existing sampling data will be used.

### Task 3 – Flow Projections for Surface Discharging Systems

**Objective:** Determination and calculation of the system evaluation criteria.

**Product:**

- Capacity evaluation of pipe
- Flow projections
- Update of the drainage basins

#### Activities

### 3.1 Capacity Evaluation

A spreadsheet evaluation of the collection system that discharges to surface water will be prepared based upon the record drawings. This will provide the capacity of individual pipes.

### 3.2 Identify Drainage Basins

The drainage basins that flow into the collection system will reviewed and verified based upon the existing storm water master plan. The characteristics of the basin will then need to be defined such as the amount of existing impervious area, the projected future impervious area, the soil types, and the groundcover.

Note that the City only takes storm water run-off from the public right-of-way. All storm water from private lots (except the downtown core area including 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Street) are dealt with on-site.

### 3.3 Flow Projections

Flow projections will be developed for the existing and projected future conditions for the six discrete drainage basins where the storm water is discharged to surface water. This will be done for the water quality storm event and the storm events required by the City Design Standards.



## Task 4- Retrofit Analysis

**Objective:** Identification of UIC's that require retrofit, and provide solutions.

**Product:**

- Identification of compliant and non-compliant UIC's
- Identify options for bringing the noncompliant UICs into compliance. This includes description and cost.

### Activities

#### 4.1 Identify UICs

Identify UICs for structural retrofit or additional protectiveness demonstration based on the July 2012 UIC WPCF permit and results of the GWPD models (saturated and unsaturated zone) (Task 5).

#### 4.2 Evaluation

These UICs will be evaluated to determine if they could be brought into compliance by additional protectiveness demonstration approaches such as being located downstream of the water well.

#### 4.3 LID Retrofit Evaluation

Develop a list of retrofit options that can be used for the UIC's. At a minimum this will include: pervious pavement, swales, rain gardens, shallow up the UIC, horizontal UIC, cyclones, filters, abandonment and redirection of storm water. This will consist of a table identifying the options and a conceptual level opinion of probable cost.

The proposed solution for each UIC to be retrofit will be identified.

## Task 5 – UIC Analysis

**Objective:** Evaluate the UIC's through modeling to determine the risk of each, and which UIC's are recommended to be retrofit.

**Products:**

- Map showing depth to seasonal high groundwater
- Table showing results of City-wide assessment, including vertical separation distance at each UIC and horizontal setback distance between UICs and water wells.
- Completed fate-and-transport model and table of model output
- Letter report describing the model input and model results

## **Activities**

### **5.1 Groundwater Map**

Develop a depth to seasonal high groundwater map covering the UIC area in the City. The depth to groundwater map primarily will be based on groundwater levels recorded on driller's logs, a summary of which has already been performed by the City. The data will be converted to a seasonal high groundwater level (which typically occurs in the spring) using information from the U.S. Geological Survey (USGS) on seasonal groundwater fluctuations.

### **5.2 Assessment**

Conduct a City-wide assessment of UICs within the City's jurisdiction. The City-wide assessment will be a tabulation of vertical separation distance between UICs and the seasonal high groundwater and horizontal setbacks between UICs and water wells. We have assumed that the City will provide GSI with UIC and water well locations in electronic format (i.e., GIS files).

### **5.3 Meeting**

Meet with the City to discuss city-wide assessment results (this will be one of the monthly meetings in Task 1.2). We will review the city-wide UIC assessment with the City and collaboratively determine the most cost-effective path forward for the GWPDs.

### **5.4 Unsaturated Zone GWPD**

Conduct risk modeling to bring the UICs into compliance with the UIC WPCF permit. Using a previously developed unsaturated zone model, GSI will conduct a fate- and-transport assessment to evaluate protectiveness at City UICs. Specific activities include the following:

- Review geologic and hydrogeologic information for the area to obtain the geology of the unsaturated zone, which will be segmented in geologic-specific areas. Some of the information that will be reviewed includes maps from USGS and the Oregon Department of Geology and Mineral Industries (DOGAMI), driller's well logs, and hydrogeologic reports.
- Obtain information about the City's stormwater total organic carbon (TOC) content based on limited samples collected by City staff from UICs identified by GSI, combine the City's TOC data with regional TOC data in stormwater, and use the information to develop model input parameters.
- Collect infiltration tests (see Task 2.5).
- Develop input parameter values for different modeling scenarios, including physical and chemical information, local geologic and hydrogeologic conditions, rainfall amounts, and soil chemistry to run the fate-and-transport model.



- Document model results in a letter report that includes a table showing input parameters, justification for input parameters, model calculations, and recommended separation distance.

The unsaturated zone GWPD will be used to demonstrate groundwater protectiveness, to recommend alternate Table 1 and Table 2 action levels in the UIC WPCF permit, and to develop a protectiveness look-up table for pollutant concentrations in stormwater.

The UIC's will be rated high, medium and low risk.

#### **Task 5.5 – Saturated Zone GWPD**

Task 5.5 involves demonstrating protectiveness at UICs that do not have the minimum vertical separation distance to groundwater. Protectiveness is demonstrated by delineating a Waste Management Area (WMA) using a numerical groundwater model that simulates pollutant transport from UICs. Numerical simulations will be conducted with the objectives of (1) estimating the distance necessary for pollutant concentrations to attenuate to below background concentrations (i.e., zero, method reporting limits) and (2) evaluating protectiveness of receptors (i.e., drinking water wells) for UICs in the City.

Model simulations will include a WMA from a single UIC. The approach for this task is to construct a 3-dimensional numerical groundwater model that simulates solute fate and transport for stormwater discharges from wet-feet UICs. The model will be constructed using the USGS finite difference groundwater flow model MODFLOW to simulate groundwater flow, and the solute transport code MT3D to simulate pollutant fate and transport. Most model input parameters will have been developed as a part of unsaturated zone GWPD modeling.

WMA results will be documented in a letter report summarizing model input values, model setup, and model results.

#### **Task 6 – Stormwater Management Plan Assistance**

**Objective:** Provide the City with assistance developing the SWMP. Kennedy/Jenks will provide the following: a) system assessment, b) BMP's c) QC review of the plan.

**Product:**     ▪ City to produce the Stormwater Management Plan (per the RFP)

## Activities

### 6.1 Plan Assistance

Kennedy/Jenks will provide a QC review of the stormwater management plan developed by the City.

It is anticipated that information from the UIC Analysis, permitting information as well as general information from the master plan can be used in the management plan. Specifically, the system wide assessment and structural controls portion of the master plan will be incorporated into the management plan. These will be performed as other tasks of the plan.

Kennedy/Jenks team will also be able to provide the City examples of appropriate UIC monitoring and decommissioning plans.

### Task 7 – System Documentation & Assessment

**Objective:** Based upon the results of Tasks 2 and 4 evaluate the stormwater system.

**Product:**

- Documentation of the system
- Identification of deficiencies
- Identification of improvements
- Sizing and design criteria for the wetlands

## Activities

### 7.1 System Documentation

Based upon the data gathered the comprehensive map identifying the elements of the storm system will be updated. Documentation will include location, size, age, pipe capacity, detention pond capacity, condition as available from the City.

### 7.2 System Assessment

The elements of the system will be evaluated to determine if they are adequate to meet the existing and future needs. This will be done through site investigations, staff interviews, and engineering evaluations.

It is assumed based upon input from the City that the capacity of the pipe system is adequate. This assessment will focus on condition, age and known deficiencies of the pipe system. It will also include the capacity of the pond/swale system near the Police Office, capacity of the two cyclones, and the ability to monitor and measure the six outfall locations. Sizing a future wetland near the WWTP will also be included in the assessment.

### 7.3 Improvement Plan

Based upon the results of the system documentation and assessment, an improvement plan for the surface water discharge portion of the system will be developed. The plan will include repairs, rehabilitation, replacement and new systems. A cost estimate will be developed for each improvement, and a schedule for improvements will be developed. Each improvement will also be ranked with regards to priority.

It should be noted that schedule and priority may not match. A facility may need to be upgraded soon; however, there may be very little impact if the work is not done. Therefore, the improvement may be low priority.

### Task 8 – Stormwater System Capital Improvement Plan

**Objective:** Provide the City with a plan for moving forward with stormwater system improvements.

**Product:**

- Develop a CIP for both the surface water discharge and UIC retrofits
- Develop a map showing the location of the CIP elements

### Activities

#### 8.1 Develop the CIP

The results of the system evaluation for both the UIC's and the surface water discharge system will be compiled into a single capital improvement plan. There will be four main elements of the plan.

- The planning level cost estimate will be defined, such as the standard amounts allocated for engineering and contingency, the year the data is based upon and the general accuracy.
- A CIP will be developed that identifies the improvement, the cost, the schedule and the priority.
- CIP items from the initial Stormwater Master Plan that have not been completed will be included in the new CIP. The cost will be adjusted for inflation.

A map will be developed showing where the improvements are located.



## Task 9 – Stormwater Master Plan

**Objective:** Document the findings and recommendations from the system evaluation and develop a completed stormwater master plan.

**Product:**

- Draft Plan
- Final Plan
- City Council presentation

### Activities

#### 9.1 Draft Plan

The information developed from tasks 1 through 9 will be formulated into a draft stormwater master plan that includes a executive summary, chapters for the major elements, tables, figures, maps, documentation of the evaluations, system description, description of alternatives, justification for recommendations, CIP and other supporting documentation. The draft plan will be submitted to the city for review in both hard (3 copies) and digital format.

#### 9.2 Review Meetings

When the draft plan is submitted, Kennedy/Jenks will meet with the City to present the plan and review the major elements of the plan. The City and Kennedy/Jenks will meet a second time to review the City comments on the draft plan.

These two meetings will occur at the Kennedy/Jenks office.

#### 9.3 Final Plan

Based upon the City comments Kennedy/Jenks will finalize the plan and provide both hard (10) and digital copies to the City.

#### 9.4 Public Meetings

Kennedy/Jenks shall attend one meeting that includes a city council work session followed by a city council meeting.

**SUMMARY OF PRODUCTS** – the following is a brief summary of the tasks, products and who will perform the work. For a full description refer to the scope.

Product of Task	Kennedy/Jenks	GSI	City
<b>Task 1 - Project management:</b> Project administrative plan, meeting summaries, internal meetings, QC reviews	<b>X</b>		
<b>Task 1 – Project meetings</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>Task 2 – Data Gathering:</b> Start up	<b>X</b>	<b>X</b>	<b>X</b>

Product of Task	Kennedy/Jenks	GSI	City
meeting			
<b>Task 2 – Data Gathering:</b> Start up meeting summary, data request list, summary of current data	X		
<b>Task 2 - Data Gathering:</b> record drawings, survey, infiltration tests, stormwater samples*			X
<b>Task 2 - Gap survey</b>	X		
<b>Task 2 - Staff interviews</b>	X		X
<b>Task 3 – Surface Systems:</b> Capacity evaluation of pipe, Flow projections, Update of the drainage basins	X		
<b>Task 4 – Retrofit:</b> List of UIC's based on model results, location evaluation		X	
<b>Task 4 – Retrofit:</b> Table of BMP's and cost, recommendations for specific UIC's	X		
<b>Task 5 – UIC Risk Assessment:</b> groundwater map, unsaturated and saturated model		X	
<b>Task 6 – SWMP:</b> Develop plan chapters	X		X
<b>Task 6 – SWMP:</b> Provide system analysis, BMP's and QC	X		
<b>Task 7 – System Documentation &amp; Evaluation:</b> Documentation of the system, Identification of deficiencies, Identification of improvements, Sizing and design criteria for the wetlands	X		
<b>Task 8 – CIP:</b> Develop CIP and CIP map	X		
<b>Task 9 – Master Plan:</b> develop draft stormwater master plan, final plan, city council presentation	X		



\*May not be required depending upon DEQ.

## **ORDINANCE NO. 1368**

### **AN ORDINANCE ADOPTING THE CANBY OR99E CORRIDOR AND GATEWAY PLAN, AMENDING CANBY'S COMPREHENSIVE PLAN TEXT, TRANSPORTATION SYSTEM PLAN, AND TITLE 16 OF THE CANBY MUNICIPAL CODE.**

**WHEREAS**, the Gateway Plan Advisory Committee F recommended that the Planning Commission adopt the Canby OR99E Corridor and Gateway Plan and approve certain amendments to the Land Development and Planning Ordinance, Comprehensive Plan and Transportation System Plan that comply with state requirements and further the goals of the citizens of Canby; and

**WHEREAS**, the Canby Planning Commission, after providing appropriate public notice, conducted a public hearing on said amendments, during which the citizens of Canby were given the opportunity to come forward to present testimony on these proposed changes; and

**WHEREAS**, the Planning Commission found that the standards and criteria of Section 16.88.160 and 16.88.180 of the Land Development and Planning Ordinance, concerning Text Amendments and Comprehensive Plan Amendments, were met, and recommended approval to the City Council on a unanimous vote after making certain modifications; and

**WHEREAS**, the City Council, after reviewing the record of the Canby Planning Commission regarding the subject amendments, concluded that the Planning Commission's findings of fact and the amendment itself are appropriate.

#### **THE CANBY CITY COUNCIL ORDAINS AS FOLLOWS:**

- (1) CPA 12-02/TA 12-03 is hereby approved, the Canby OR99E Corridor and Gateway Plan is adopted, and the Land Development and Planning Ordinance, Comprehensive Plan and Transportation System Plan are hereby amended as detailed in Exhibit A.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, December 5, 2012, ordered posted in three (3) public and conspicuous places in the City for a period of five (5) days, as authorized by the Canby City Charter; and to come up for final reading and action by the City Council at a regular meeting thereof on January 2, 2013, commencing after the hour of 7:30 p.m. in the Council Meeting Chambers located at 155 NW 2nd Avenue in Canby, Oregon.

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Kimberly Scheafer, MMC  
City Recorder

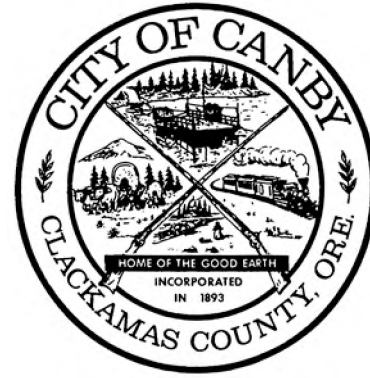
**PASSED** on the second and final reading by the Canby City Council at a regular meeting thereof on January 2, 2013 by the following vote:

YEAS\_\_\_\_\_ NAYS\_\_\_\_\_

\_\_\_\_\_  
Randy Carson  
Mayor

ATTEST:

\_\_\_\_\_  
Kimberly Scheafer, MMC  
City Recorder



## **STAFF REPORT**

**TITLE:** Amendments to selected sections of Canby's Comprehensive Plan, Municipal Code, and Transportation System Plan.

**FILE #:** CPA 12-02/TA 12-03

**STAFF:** Matilda Deas, AICP Senior Planner

**DATE OF REPORT:** October 31, 2012

**DATE OF HEARING:** November 13, 2012

### **I. REQUEST**

This is a legislative amendment application to adopt The Canby OR 99E Corridor and Gateway Design Plan (Plan), update the Comprehensive Plan text, and to modify several sections of the City's Land Development and Planning Ordinance and Transportation System Plan in order to implement the Plan.

### **II. APPLICABLE REGULATIONS**

#### **City of Canby General Ordinances:**

- 16.88.160 Amendments to text of title
- 16.88.180 Comprehensive Plan Amendments (Legislative)

### **III. MAJOR APPROVAL CRITERIA**

#### **Section 16.88.160 Amendments to Text of Title**

In judging whether or not this title should be amended or changed, the Planning Commission and City Council shall consider:

- A. The Comprehensive Plan of the City, and the plans and policies of the county, state, and local districts, in order to preserve functions and local aspects of land conservation and development;
- B. A public need for the change;
- C. Whether the proposed change will serve the public need better than any other change which might be expected to be made;
- D. Whether the change will preserve and protect the health, safety and general welfare of the residents in the community;
- E. Statewide planning goals.

**Section 16.88.180 Comprehensive Plan Text Amendments (Legislative)**

In judging whether a legislative plan amendment shall be approved, the Planning Commission and City Council shall consider:

- 1. The remainder of the Comprehensive Plan of the City, as well as the plans and policies of the county, state or any local school or service districts which may be affected by the amendment;
- 2. A public need for the change;
- 3. Whether the proposed change will serve the public need better than any other change which might be expected to be made;
- 4. Whether the change will preserve and protect the health, safety and general welfare of the residents in the community;
- 5. Statewide planning goals.

## ***IV. FINDINGS***

### **A. Background and Relationships**

The Canby OR 99E Corridor and Gateway Plan (Plan) was recently completed by the City of Canby and will guide future improvements on the section of OR 99E within city limits. The Plan sets forth streetscape and gateway design elements that reflect the city's "Canby The Garden Spot" theme to enhance motorist awareness as they transition from rural to urban Canby and to support community livability.

The Plan was prepared with public and agency participation and received input from the Gateway Plan Advisory Committee (GPAC), which was formed specifically to advise the City and consultant team on the preparation of the Plan. The Plan also received input from interested citizens through community open houses, workshops and individual stakeholder interviews.

The Plan supplements the recently adopted Updated Transportation System Plan (TSP). It replaces the standard cross-sections for OR 99E within Canby city limits, refines the non-capacity improvements for the designated Special Transportation Area (STA) on OR 99E between Elm and Locust Streets, and identifies additional corridor and improvements outside the STA.

## **B. Proposed Amendments**

The Plan proposes amendments to sections of the Comprehensive Plan, the Transportation Plan, and the Land Development and Planning Ordinance. This report lists each of the amendments below, and addresses the criteria for approval at the end. All of the following proposed amendments are also in the Draft Canby OR 99E Corridor and Gateway Design Plan Appendix which is provided in your packet.

Language that is **bold and underlined** is text to be added. Text to be deleted is indicated by ~~strike through~~ notation. Staff comments are *italicized*.

### **Transportation System Plan Amendments:**

These recommended amendments to the TSP are intended to adopt the Gateway Plan as an ancillary document and provide reference to the Gateway Plan where appropriate.

## **Chapter 7. Motor Vehicle Plan**

### **Special Transportation Area (STA) Designation (p. 7-9)**

Significant multi-modal improvements should be provided along this section of OR 99E for it to better accommodate pedestrian, bicycle, and transit movement along and across the highway consistent with the desired characteristics of an STA. To this end, the Motor Vehicle Master Plan includes an STA implementation project as a priority project. This project (and the identified cost estimate) would include pedestrian, bicycle, transit, and on-street parking improvement projects along the STA designated section of OR 99E.

**To implement the desired improvements on OR 99E associated with the STA, the City worked with ODOT to establish the Canby OR 99E Corridor and Gateway Design Plan. The Gateway Plan refines the design cross-sections for the OR 99E corridor through the STA and identifies projects to improve the streetscape and support safe and attractive, multi-modal travel within the corridor. The Canby OR 99E Corridor and Gateway Design Plan is adopted herein as an ancillary document to the TSP.**

~~The City has also expressed interest in working with ODOT to develop a “downtown streetscape” plan for OR 99E in the STA (as well as for the remainder of the OR 99E corridor in Canby). Such a plan would help ensure coordinated efforts between ODOT and the City and also provide guidance to future development along the corridor.~~



## **Roadway Cross-Section Standards (p. 7-14)**

Additional design considerations are required for OR 99E. The state highway design considerations are defined in the Oregon Highway Plan (OHP) and in the Highway Design Manual (HDM). Any deviation from these standards requires approval of a design exception. Design and future improvements to OR 99E must also address ORS 366.215 (Reduction in Vehicle Carrying Capacity) on this national freight network facility. ~~The City also intends to conduct a future OR 99E corridor plan that will refine the cross-sections, roadway features, and cost estimates for highway improvements in Canby~~

**ODOT, as well as the state Freight Stakeholders Committee support the proposed OR 99E cross sections and improvements. A “design exception” for non- standard features in the OR 99E STA section has been approved by ODOT.**

**The City has adopted the Canby OR 99E Corridor and Gateway Design Plan to refine the cross-sections, roadway features, and cost estimates for improvements to the OR99E corridor. The Gateway Design Plan contains OR 99E cross-section standards, including cross sections through the STA between Locust and Elm Streets, which are shown in Figure 7-3. (See page 12 of the Gateway Plan for the above referenced cross sections. These will be the new Figure 7-3)**

The **Additional** cross-section standards are provided in Figure 7-3 for of OR 99E, Figure 7-4 for arterial streets, Figure 7-5 for collector streets, and Figure 7-6 for neighborhood routes and local streets.

To ensure suitability for roadway improvements, final cross-section designs must be coordinated with City of Canby staff and are subject to City Staff approval. **Design specifications for improvements on OR 99E must also be approved by ODOT.**

## **Municipal Code Title 16 Planning & Zoning Amendments:**

Many of the improvements identified in the Gateway Plan will take place in public right-of-way and will be constructed by the City or adjacent property owners, particularly improvements to the pedestrian and bicycle elements of the highway facility. Improvements to OR 99E roadway (between the curbs) generally would be constructed by the state except when off-site mitigation is required as conditions of approval for land development. Generally speaking, private properties will be responsible for dedicating right-of-way and constructing building-to- curb improvements (i.e., sidewalks and planting strips) as development or redevelopment occurs. As such, language in the existing code is generally sufficient to support and implement the improvements and design standards identified in the Gateway Plan. This section recommends some amendments intended to eliminate conflicts between standards and implement some specific elements of the Gateway Plan.

## **Chapter 16.08 GENERAL PROVISIONS**

### **16.08.090 Sidewalks required.**

A. In all commercially and industrially zoned areas, the construction of ~~sidewalks and curbs~~ **improvements between the building line and curb line (including sidewalks, planting strips, and curbs** with appropriate **ADA** ramps for the handicapped on each ~~street corner lot~~) shall be required as a condition of the issuance of a building permit for new construction or substantial remodeling, where such work is estimated to exceed a valuation of twenty thousand dollars, as determined by the building code. Where multiple permits are issued for construction on the same site, this requirement shall be imposed when the total valuation exceeds twenty thousand dollars in any calendar year. **Width and design of sidewalk improvements shall be consistent with the cross sections identified in the Canby TSP.**

## **Chapter 16.22 C-1 DOWNTOWN COMMERCIAL ZONE**

### **16.22.030 Development Standards**

F. Other regulations:

2. Sidewalks a minimum of eleven (11) feet in width shall be required in commercial locations unless existing building locations or street width necessitate a more narrow design. **For properties with frontage along OR 99E, sidewalk widths shall be consistent with the cross-sections in Figure 7-3 of the TSP.**

## **Chapter 16.28 C-2 HIGHWAY COMMERCIAL ZONE**

### **16.28.030 Development Standards**

F. Other regulations:

2. Except in cases where existing building locations or street width necessitate a more narrow design, sidewalks eight feet in width shall be required;
  - a. In those locations where angle parking is permitted abutting the curb, and
  - b. For property frontage along Highway 99-E. **However, for properties with frontage along OR 99E within the Gateway Plan area, sidewalk widths shall be consistent with the cross-sections in Figure 7-3 of the TSP.**

## **Chapter 16.30 CM HEAVY COMMERCIAL MANUFACTURING ZONE**

### **16.30.030 Development Standards**

F. Other regulations:

2. Except in cases where existing building locations or street width necessitate a more narrow design, sidewalks eight feet in width shall be required;
  - a. In those locations where angle parking is permitted abutting the curb, and
  - b. For property frontage along Highway 99-E. **However, for properties with frontage along OR 99E within the Gateway Plan area, sidewalk widths shall be consistent with the cross-sections in Figure 7-3 of the TSP.**

## Chapter 16.32 M-1 LIGHT INDUSTRIAL ZONE

### 16.32.030 Development Standards

F. Other regulations:

**5. For those properties with frontage along OR 99E within the Gateway Plan area, sidewalks shall be required consistent with the cross-sections in Figure 7-3 of the TSP.**

#### C. Comprehensive Plan Consistency Analysis

##### iv. **TRANSPORTATION ELEMENT**

**GOAL :** TO DEVELOP AND MAINTAIN A TRANSPORTATION SYSTEM WHICH IS SAFE, CONVENIENT, AND ECONOMICAL.

Policy #12: Canby shall actively promote improvements to state highways and connecting county roads which affect access to the city.

*Analysis: The City has a very good relationship with representatives of Clackamas County and the Oregon Department of Transportation. As mentioned, representatives of both of these groups have been involved in the development of the TSP and the Gateway Plan. All jurisdictions are committed to cooperating on street development projects.*

##### v. **PUBLIC FACILITIES AND SERVICES ELEMENT**

**GOAL :** TO ASSURE THE PROVISION OF A FULL RANGE OF PUBLIC FACILITIES AND SERVICES TO MEET THE NEEDS OF THE RESIDENTS AND PROPERTY OWNERS OF CANBY.

Policy #1: Canby shall work closely and cooperate with all entities and agencies providing public facilities and services.

*Analysis: Street projects in the City of Canby are a cooperative effort between the Public Works Department, the Planning Department, the City Civil Engineer, the City Traffic Engineer, and other service providers. The collective efforts of all these City groups are joined with County and State interests when appropriate.*

Policy #2: Canby shall utilize all feasible means of financing needed public improvements and shall do so in an equitable manner.

*Analysis: Street projects in Canby are financed through the following methods, when applicable: System Development Charges, advanced*

*financing districts, local improvement districts, Urban Renewal, Street Maintenance Fee, State Highway Fund (gas taxes), Federal Fund Exchange, local gas tax, construction excise tax, street repair fees and erosion control fees, interest revenue, private financing, and grants. A combination of these sources is typically utilized in the completion of improvements to the transportation system.*

**Conclusion Regarding Consistency with the Policies of the Canby Comprehensive Plan:**

*Staff concludes that the proposed Comprehensive Plan Amendment and text amendments are consistent with the policies of the Comprehensive Plan. Adoption of the Canby OR 99E Corridor and Gateway Design Plan will help to guide future improvements on sections of OR 99E within city limits to reflect the city's "Canby the Garden Spot" theme to enhance motorist awareness as they transition from rural to urban Canby, and support community livability.*

**IV. CONCLUSION**

*Most of the Comprehensive Plan's goals and policies are not germane to this application. The proposed plan amendments will not have a negative effect on the City's environment, natural resources, economy, housing supply, transportation system, or public facilities and services. The proposed amendments will, however, help implement the design standards set forth in The Canby OR 99E Corridor and Gateway Plan and will assure that future development along OR 99E within the city limits reflects those standards. The Citizen Involvement Element has been met via the public hearing for this application, and the review and endorsement of these amendments by the Gateway Plan Advisory Committee, the community open houses, stakeholder interviews, the Project Management Team, the Consultants and City staff.*

**Criteria for Legislative Comprehensive Plan Amendment/Text Amendment**

- A. The remainder of the Comprehensive Plan of the City, as well as the plans and policies of the county, state or any local school or service districts which may be affected by the amendment;**

*The commentary under section C of the staff report addresses the remainder of the Comprehensive Plan.*

- B. A public need for the change;**

*OR 99E functions as both a gateway and a main street for Canby's business community. However the highway does not accurately reflect the values embodied in the City's theme of "Canby the Garden Spot". The Gateway Plan provides direction for future development to more clearly align OR 99E design elements to reflect "Canby The Garden Spot".*

*The proposed amendments serve the public by helping to implement the Gateway Plan. The adoption of Plan will aid the City in its search for future funding for improvements identified in the Plan.*

**C. Whether the proposed change will serve the public need better than any other change which might be expected to be made;**

*Staff believes that the proposals effectively update and clarify our Transportation System Plan, Municipal Code and Comprehensive Plan.*

**D. Whether the change will preserve and protect the health, safety and general welfare of the residents in the community;**

*Staff believes this criterion has been met, as detailed above.*

**E. Statewide Planning Goals.**

The following Statewide Planning Goals apply to this application:

Goal 1: Citizen Involvement.

*The Planning Commission will make a recommendation on this application in a public hearing. Furthermore, the Plan has been reviewed and approved by the Project Management Team, the Gateway Plan Advisory Committee, the project Consultants, and City staff.*

Goal 8: Economic Development

*The adoption of the Plan (and proposed amendments) will encourage the revitalization and redevelopment of OR 99E corridor within city limits and thereby provide the citizens of Canby with additional economic and employment opportunities.*

Goal 12: Transportation

*The amendments to the Transportation System Plan will encourage a safe and convenient environment for pedestrians and bicyclists within the 99E corridor.*

**V. RECOMMENDATION**

Based on the findings and conclusions presented in this report, and without benefit of a public hearing, staff recommends that the Planning Commission advance a recommendation of approval on to the City Council on CPA 12-02/TA 12-03.

**Exhibits:**

1. Draft Canby OR 99E Corridor and Gateway Design Plan
2. Draft Canby OR 99E Corridor and Gateway Design Plan Appendix

**Management Team Meeting Minutes**  
**December 3, 2012**  
**2:00 p.m.**  
**City Hall Conference Room**

In attendance: Greg Ellis, Darwin Tramel, Renate Mengelberg, Bryan Brown, Julie Wehling, Penny Hummel, Joseph Lindsay, Kim Scheafer, Bret Smith, Haley Fish, and Amanda Zeiber.

Kim Scheafer

- Employee Cookie Contest is December 10
- Reviewed Agenda for December 12 URA Meeting

Renate Mengelberg

- Visioning focus groups are meeting the next two weeks
- 1<sup>st</sup> Avenue celebration was held November 24
- Light the Night in Wait Park and First Friday will be on December 7

Julie Wehling

- CAT is extending Dial-A-Ride hours during Light the Night at Wait Park and the one at the Clackamas County Event Center
- CAT is donating fares collected during Light the Night to the Canby Adult Center Transportation Program
- Total revenue collected since October 1 is \$18,856
- The 2 million rider mark should be hit in mid-January
- Taking a bus to Knight Elementary on December 11 to talk about transportation

Haley Fish

- Will be doing a supplemental budget in February
- Working on CAFR

Bryan Brown

- Has been working with the American Legion and Lions Club to obtain Temporary Vendor Permits
- Out of office the week of Christmas

Darwin Tramel

- Working with staff on GIS mapping
- Kennedy Jenks will be working on the Stormwater Master Plan
- Working on industrial pretreatment audit response and Energy Management Sustainability Report
- Did river sampling in November

Joseph Lindsay

- Moving Court office to Police Department at the end of month
- Working on a pawn shop ordinance
- Starting to work on land swap process

Bret Smith

- Court furniture will arrive on December 10
- New communication equipment will arrive in January
- Police Department switched to a new server. Staff email addresses have changed to @canbypolice.com instead of @ci.canby.or.us

Greg Ellis

- Bond sale was last week. TIC is 2.8%. Net savings in insurance will be \$132,000.
- 1<sup>st</sup> Avenue redevelopment is wrapping up. Getting prices for benches.
- Have requested punch list from Cardno
- Will be looking at capitalization of salaries
- Holiday staff luncheon will be at 11:30 AM on December 13 at Canby Pub and Grill upstairs

Penny Hummel

- Library's new website will be online January 1
- Fundraising letters have gone out

Amanda Zeiber

- Out of office the week of Christmas

*Minutes taken by Kim Scheafer*

**Management Team Meeting Minutes**  
**December 17, 2012**  
**2:00 p.m.**  
**City Hall Conference Room**

In attendance: Greg Ellis, Darwin Tramel, Renate Mengelberg, Bryan Brown, Julie Wehling, Joseph Lindsay, Kim Scheafer, Haley Fish, and Amanda Zeiber.

Kim Scheafer

- Reviewed Agenda for January 2 CC Meeting
- Court is packing and moving items this week. They will be operating from Police Department starting January 2.

Amanda Zeiber

- Do IT Work Orders to have web postings done
- Vacant Police Officer position has been posted. There is a \$20 application fee.

Greg Ellis

- Documents for bonds were signed today
- Light The Night was cancelled for tonight

Renate Mengelberg

- Meeting with Wilson Construction on Tuesday
- Received Holly Mall's Façade Improvement Application
- Drafting plan from visioning meetings

Darvin Tramel

- Doing lots of business inspections
- Working on Johnson Control's Five Year Industrial Discharge Permit

Julie Wehling

- The 2 million rider mark should be hit in mid-January
- Visited Knight School last week
- On PTAC sub-committee

Bryan Brown

- Was at Knight Elementary School last week doing a "mini-visioning" with second graders
- Pre-construction Meeting for Allegro Dance Studio has been scheduled
- Working with DKS on 13<sup>th</sup> Avenue traffic calming
- Staff is working on developing a Downtown Neighborhood Association
- Meetings are starting regarding new Library construction

Joseph Lindsay

- Packing office and getting ready for move



Haley Fish

- Bonds will close Thursday (12/20)
- Working on getting a funding schedule for the new library
- Will be contacting staff that is responsible for developing budgets
- Audit extended until the end of January
- Please submit any suggestions regarding reports, etc.

*Minutes taken by Kim Scheafer*

CITY COUNCIL / URA MEETING FOLLOW-UP ITEMS				
ORIG. CC / URA MTG. DATE	ITEM	STATUS	ASSIGNED TO	FOR CC OR URA MTG. OF
10/12/2011 URA	Entrance Sign Power Agreement - ODOT	Contact appropriate person at ODOT	Dan Drentlaw	TBD
September 12, 2012	Industrial Property Sale	Underway	Renate Mengelberg	December 2012 latest
October 10, 2012	Industrial Area GIS Mapping	Begun	Renate Mengelberg	December 12, 2012
Several Mtgs.	Economic Development Plan	Underway	Renate Mengelberg	January 9, 2013
Community Driven	Code Amendment Improvement Package	Underway	Bryan Brown/Angie Lehnert	January 16, 2013
TSP Update Driven	Parks/Transportation SDC Methodology & Fee Update	Completed	Matilda Deas	January 16, 2013
	Clackamas County Coordinated Population Forecast	Underway	Bryan Brown	February 6, 2013
	Northwoods Park Playground Construction Contract	Design Completed	Matilda Deas	January, 2013
March 14, 2012	Urban Renewal Plan Annual Report	Not started	Renate Mengelberg	March 13, 2013
July 11, 2012	Retail Business Recruitment Update	Not started	Jamie Stickel	March 13, 2013
	Dog Park Construction Contract	Concept Plan Completed	Matilda Deas	April, 2013
	New Tree Ordinance	Underway	Matilda Deas/Sol Jacobsen	May, 2013
July 11, 2012	Main Street Annual Report	Not started	Jamie Stickel	June 12, 2013
	Stormwater Master Plan Contract Award	Proposals Due 10.19.12	Darvin Tramel	December 5, 2012
	Stormwater Master Plan Adoption	Not started (Waiting for Selection of Consultant)	Darvin Tramel	June, 2013
	Buildable Land Needs Study	Not started (Waiting for Population Forecast)	Matilda Deas	August, 2013
	NE Canby Master Plan	Not started	Matilda Deas	December, 2013
	N Redwood Master Plan	Not started (Need Funding)	Matilda Deas	June, 2014

# OTHER STAFF ITEMS

DATE	ITEM	STATUS	ASSIGNED TO	TARGET DATE
	Maintain Police Accreditation - Police	On-Going	Melody Thompson & Lt. Jorge Tro	
	Selling Property Partitioned Next to Maple Street Park (former location of Marshall House)	Waiting for better econmic times to sell property		
	Participate as member of N.W. Regional Computer Forensic Laboratory - Police	Not started	Bret J. Smith	TBD
	Develop Citizen's Academy - Police	Underway	Bret J. Smith	Feb - March 2013
	Develop Dept Website - Police	Underway	Melody Thompson & Lt. Jorge Tro	January, 2013
	Formalize Volunteer Program - Police	Underway	Melody Thompson & Lt. Jorge Tro	January, 2013
	Identify Dept Mission Statement, Values and Vision Statement	Underway	Bret J. Smith	January, 2013
	Move Muni Court and Court Staff to Police Facility - Police	Underway	Bret J. Smith	January, 2013

## **CITY OF CANBY COMMITTEE LIAISONS**

### **BIKE AND PEDESTRIAN COMMITTEE**

Meets last Tuesday of each month at 6:00 PM in the Development Services Conference Room. 5 members, 3 year terms.

Committee Chair: Liz Belz-Templeman

Staff Liaison: Angie Lehnert

Council Liaison:

### **BUDGET COMMITTEE**

Meets as needed. City Council plus 6 members at large, 3 year terms.

Staff Liaison: Haley Fish

Committee Chair:

### **CANBY PUBLIC LIBRARY BOARD**

Meets 2nd Tuesday of each month at 6:15 PM in the City Hall Conference Room. 5 members, 4 year terms.

Committee Chair: Jon Dragt

Staff Liaison: Penny Hummel

Council Liaison:

### **CANBY UTILITY BOARD**

Meets 2<sup>nd</sup> & 4<sup>th</sup> Tuesday of each month at 7:00 PM in the CUB Board Room. 5 members, 3 year terms.

Committee Chair: Bob Cornelius

Council Liaison:

### **HISTORICAL REVIEW BOARD (NOT ACTIVE – NO MEMBERS)**

### **PARKS AND RECREATION ADVISORY BOARD**

Meets 3<sup>rd</sup> Tuesday of each month at 7:00 PM in the City Hall Conference Room. 7 members, 3 year terms.

Committee Chair: Ryan Oliver

Staff Liaison: Matilda Deas

Council Liaison:

### **PLANNING COMMISSION**

Meets 2<sup>nd</sup> and 4<sup>th</sup> Monday of each month at 7:00 PM in the Council Chambers. 7 members, 3 year terms.

Committee Chair:

Staff Liaison: Bryan Brown

Council Liaison:

### **TRAFFIC SAFETY COMMISSION (NOT ACTIVE - NO MEMBERS)**

## **CITY OF CANBY COMMITTEE LIAISONS**

### **TRANSIT ADVISORY COMMITTEE**

Meets 3<sup>rd</sup> Thursday of each month at 5:30 PM in the City Hall Conference Room. 7 members, 3 year terms.

Committee Chair: Sandra Cranston

Staff Liaison: Julie Wehling

Council Liaison:

### **OTHER LIAISONS:**

Aurora Airport Master Planning Committee Council Liaison:

Canby Adult Center Council Liaison:

Canby Hist. Society/Canby Depot Museum Council Liaison:

Canby School District Council Liaison:

Clack Co. Coordinating Committee Council Liaison:

Main Street Program Council Liaison:

OCTS Council Liaison:

NE Canby Neighborhood Association Council Liaison:

Riverside Neighborhood Association Council Liaison:

SE Canby Neighborhood Association Council Liaison:

SW Canby Neighborhood Association Council Liaison: