



AGENDA

CANBY CITY COUNCIL MEETING

August 15, 2018

7:00 PM

Council Chambers

222 NE 2nd Avenue, 1st Floor

Mayor Brian Hodson

Council President Tim Dale

Councilor Tracie Heidt

Councilor Traci Hensley

Councilor Greg Parker

Councilor Tyler Smith

Councilor Sarah Spoon

City Council WORK SESSION - 6:00 PM

Willow Creek Conference Room

222 NE 2nd Avenue, 1st Floor

The City Council will be meeting in a Work Session to discuss the Parks and Recreation Advisory Board's recommendation regarding the top two projects to move forward on. Pg. 1

CITY COUNCIL MEETING – 7:00 PM

1. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance
- C. Canby Main Street Annual Report

Pg. 2

2. COMMUNICATIONS

3. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

(This is an opportunity for audience members to address the City Council on items not on the agenda. Each person will be given 3 minutes to speak. You 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. For Agenda items, please fill out a testimony/comment card and give to the City Recorder noting which item you wish to speak on.)

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 August 1, 2018 City Council Regular Meeting
- B. Liquor License Application for La Divina Providencia Tienda Mexicana Pg. 35
- C. Appointments to the Heritage and Landmark Commission Pg. 37
- D. Appointment to the Bike and Pedestrian Committee Pg. 39

7. RESOLUTIONS & ORDINANCES

- A. Ord. 1489, Amending Canby Municipal Code Chapter 9.48.050(A) Regarding Noise Variance Exemptions; and Declaring an Emergency (**2nd Reading**) Pg. 40
- B. Ord. 1491, Authorizing a Contract w/Curran-McLeod, Inc. Consulting Engineers For Engineering Services for North Maple Street Reconstruction; and Declaring an Emergency (**2nd Reading**) Pg. 43

8. NEW BUSINESS

- A. Findings, Conclusions, & Final Order APP 18-02 Pg. 60

9. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

10. CITIZEN INPUT

11. ACTION REVIEW

12. EXECUTIVE SESSION: ORS 192.660(2)(h) Litigation

13. ADJOURN

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

DATE July 17, 2018
TO: Honorable Mayor Hodson and City Councilors
FROM: Canby Parks and Recreation Advisory Committee

RE: Recommendations from Parks and Recreation Advisory Board

At their June 19, 2018 Board meeting, the Park and Recreation Advisory Board voted 8-0 to submit the following recommendations to the City Council for their consideration. The recommendations were unanimously reconfirmed, with minor modifications, at the July 17, 2018 Board meeting following an in depth question and answer session with Mayor Hodson.

Assumptions:

By the time the 5 year park maintenance fee is up for renewal the following will have been addressed:

- The City Council will resolve the issue of long term funding for park maintenance
- Deferred maintenance tasks will be completed
- A review and update of relevant sections of the Parks and Open Space Master Plan will have been concluded. The update/review will also include:
 - A revised feasibility analysis of a Canby Park District. The revised feasibility analysis will include a community center/ sports complex element that identifies costs and potential funding mechanisms.
- The City Council will resolve the issue of park maintenance employees time being allocated to non- park maintenance activities.

Concurrent with the above activities, the Park and Recreation Advisory Board recommends moving forward with the following projects:

- ① Design and construct a Splash Pad. Identify the most appropriate location for a splash pad.
- ② Design and construct the park intended to serve the Auburn Farms subdivision (Simnitt property).

Mayor Hodson has challenged the Board with the need to be ready for the residential growth expected in Canby by 2050. Research confirms that quality parks are often the engines that drive tourism, attract businesses, and improve the livability of communities. Therefore, we must begin preparing our parks starting now. We cannot wait until it is too late.

CANBY MAIN STREET

AUGUST 15, 2018



Jamie Stickel, Economic Development Director

CANBY MAIN STREET MISSION

- To carry out the Canby Urban Renewal Plan to ensure economic vitality of the downtown commercial district, revitalize buildings and street environments, and enhance Canby's identity through promotion of downtown.



MAIN STREET AMERICA 4-POINT APPROACH©

- Promotion
- Economic Vitality
- Organization
- Design



PROMOTION

- Promotion creates a positive image that will rekindle community pride and improve consumer and investor confidence in our commercial district. Advertising, retail promotions, special events, and marketing campaigns help sell the image and promise of Main Street to the community and surrounding region.



DOWNTOWN CANBY FIRST FRIDAY

- May – December
- Year round laminated signage
- Targeted Facebook Advertising
- Posters in participating businesses
- Partnering vendors, outside businesses, and organizations with downtown storefronts
 - Example: Todos Juntos + Canby Public Library



CANBY'S BIG NIGHT OUT STREET DANCE

- Kick off Canby's Big Weekend
- Free Children's Activities
- Local food & beverage booths
- Organized by community

2017: August 25th, 6:00 - 11:00pm

- 3rd Annual
- Live Music –Kurt Van Meter Band + Global FM

2018: August 24th, 6:00 – 11:00pm

- 4th Annual
- Live Music – Big Yellow Taxi + Kurt Van Meter Band



DOWNTOWN SPOOKTACULAR VILLAGE

- Tuesday, October 31st
- Local businesses encouraged to participate
- Trunk or Treat
- Canby Fire District participates in Main Street booth



LIGHT UP THE NIGHT

- December 1st – First Friday
- Tree lights and ground effects in Wait Park
- Fire Department, Chamber, CTV5, Police Department, Public Works
- Lights on NW 1st Ave
- Oregon Trail Pitchpipers
- Santa and Mrs. Klaus



CANBY INDEPENDENCE DAY CELEBRATION

- July 4th in Wait Park
- Parade, Street Fair, Car Show, Live Music, Children's Activities, Fire Department Obstacle Course, Historical Society Pancake Breakfast, and more!
- Free Kid's Zone with bouncy houses, game truck, face painting



INDEPENDENCE DAY CELEBRATION

- 46 Volunteers – including City Staff
- 64 Street Fair Vendors
 - Food
 - Beverage
 - Non-profit
- 35 Classic Cars
- 77 Tie-Dye T-shirts



MARKETING MATERIALS

- Visitor & Newcomers Brochure
- Website updates
- Social Media Updates
- Weekly e-newsletter
- Retail Recruitment Brochure



TOURISM OUTREACH

- New Tourism website :
 - www.VisitCanby.com
- Visit Canby Facebook Page and Instagram Account
- Transient Room Tax effective July 1st
- Wayfinding Signage ordered – WVVA Grant



ECONOMIC VITALITY

- Economic Vitality strengthens our community's existing economic assets while diversifying its economic base. This is accomplished by recruiting and expanding successful businesses to provide a balanced commercial mix, sharpening the competitiveness and merchandising skills of business owners, and attracting new businesses that the market can support. The goal is to build a commercial district that responds to the needs of today's consumers.



BUSINESS + PROPERTY OWNER OUTREACH

- Targeted Outreach
- Face-to-face Business Contact
- Topic Related Outreach
- New Business Outreach



MARKETING AVAILABLE SPACE

- Downtown Canby has very few openings
- Available Space Inventory, updated quarterly
- Business Recruitment to fill niches from market study
- Connection with property owners
- Broker Sheet



NEW DOWNTOWN BUSINESSES

The Book Nook

- 181 N Grant St. #103
- Specializing in reselling previously used books, as well as new gifts!



La Divina Providencia

- 426 NW 1st Avenue
- Grocery store featuring Mexican groceries with a bakery attached



Gwynn's Coffeehouse

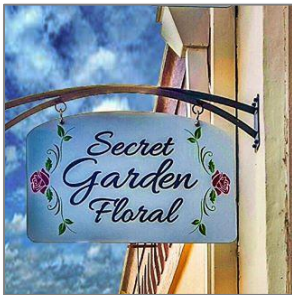
- 190 NW 2nd Avenue
- Features coffee, lunches, pastries, wine, beer and more!



NEW DOWNTOWN BUSINESSES

Secret Garden Floral

- 181 N Grant St.
- Floral store with delivery and gift options



Sunshine Athletics

- 249 NW 2nd Avenue
- Classes held six days a week featuring Kickboxing and Fabiano Scherner Jiu Jitsu.



Victory Point Property Group

- 220 N Holly Street
- Real Estate company.



DAHLIA PROJECT + CANBY CIVIC BLOCK

- 69 market rate apartments
- Move in ready Summer 2018
- 4 retail spaces along NW 2nd Ave
 - 1,200 SF – 3,000 SF
- Historic City Hall
- Old Police Building



ORGANIZATION

- Organization establishes consensus and cooperation by building partnerships among the various downtown stakeholders. By working toward the same goal, the Main Street program can provide effective, ongoing, management and advocacy for our downtown. Through volunteer recruitment and collaboration with partners, the program can incorporate a wide range of perspectives into its efforts.



COMMUNITY PARTNERSHIPS

- Downtown Merchants
- Chamber of Commerce
- Canby Public Library
- Main Street Programs
- Canby Kiwanis
- Heritage + Landmark Commission
- Historical Society
- Arts & Culture Advisory Council



OREGON MAIN STREET NETWORK

- Quarterly Meetings
- Networking and idea sharing opportunities
- Oregon Main Street Listserve



NATIONAL MAIN STREET NOW CONFERENCE

- Kansas City, Missouri | March 25 – 29, 2018
- Featured national speakers on an array of Main Street topics, including keynote speaker Gil Penalosa who spoke on “Creating Vibrant and Healthy Cities”.
- Focused on placemaking in small downtowns, creative events and promotions, and activating spaces, people, organizations, and businesses that are unique to downtowns.
- Kansas City has activated spaces such as its Power + Light District and is well-known as a place for arts, culture, and sporting events.



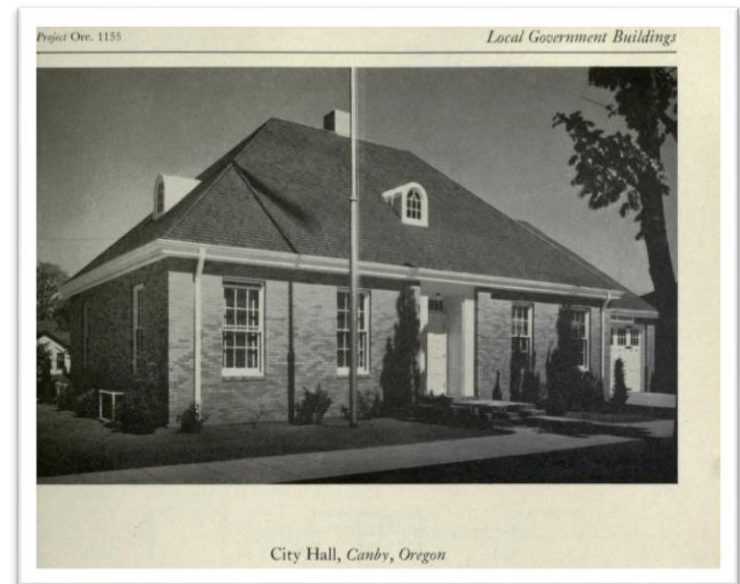
HERITAGE + LANDMARK COMMISSION

- Seven members with unique backgrounds
- Local Landmarks oversight
- Grant Administration
 - Certified Local Government Grant
 - Oregon Historic Cemeteries Grant



CERTIFIED LOCAL GOVERNMENT GRANT

- Awarded in early 2017
 - Local Registry Project
 - Women's Heritage Trail
 - Exploring Community Connections brochure update
 - Intensive Level Research
 - Board Education



WOMEN'S HERITAGE TRAIL

- Launch event March 22nd at Canby Public Library
- Brochure, speakers, essay contest
- Featured Speaker: Governor Barbara Roberts
- Partnership
 - Heritage and Landmark Commission
 - Canby Kiwanis
 - Canby Public Library
 - Canby School District



CEMETERY CLEAN UP

- Oregon Historic Cemetery Grant
 - Baker Prairie Phase Two Awarded in June 2017
 - Repair remaining 28 grave markers
 - Solv Cemetery clean up
 - September 23rd
- Zion Cemetery Cleaned
 - Solv Cemetery Clean Up
 - Saturday, May 12



COMMUNITY PARTNERSHIP PROGRAM GRANT

- Awarded in Spring 2017
- Administered by the Canby Area Chamber of Commerce
 - Canby Independence Day Celebration
 - Marketing and Advertising
 - 50+ miles from Canby
 - Via! Magazine, 98.7 the Bull, targeted Facebook Advertising
 - Newcomer & Visitor Guides
 - Printing for guides that are showcased around town – Civic Center, Chamber of Commerce, local businesses, etc.



DESIGN

- Design means getting Main Street into top physical shape and creating a safe, inviting environment. An appealing atmosphere, created through attention to all of the visual elements, conveys a positive message about the commercial district and what it has to offer. Design activities also include, enhancing the district's physical appearance, education about design quality, and long-term planning.



DOWNTOWN FLOWER PROGRAM

- Flower Baskets - S&K Nursery, Hubbard
- Devoted downtown maintenance
- Array of landscaping on NW 1st, 2nd, and Wait Park



FAÇADE IMPROVEMENT PROGRAM

- Loren Bell, 358 NW 1st Avenue - underway
- Hostetler, 608 SW 4th Avenue – underway
- Berg, N Holly and NW 1st - approved



LIBRARY SCULPTURE

- Committee formed of Arts & Culture members, Chamber Director, and City Staff
- Theme: **Growing, Learning, Giving**
- Received three submissions from local artists
- Unveiled October 6, 2017



LOOKING FORWARD

- Big Night Out Street Dance
 - Friday, August 24th
- Certified Local Government Grant Closes
- New Economic Development + Tourism Coordinator



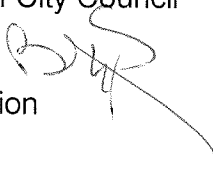
FOR MORE INFORMATION

Jamie Stickel

Economic Development Director
503.266.0701

StickelJ@ci.canby.or.us

Memo

To: Mayor Brian Hodson & Members of City Council
From: Bret J. Smith, Chief of Police 
CC: Kim Scheafer, General Administration
Date: August 1, 2018
Re: Liquor License Application / La Divina Providencia Tienda Mexicana

I have reviewed the attached liquor license application completed by Aurelio Hernandez Rosales and Rosa Evelia Polanco, for the business, "La Divina Providencia Tienda Mexicana", located at 426 NW 1st Avenue, Canby, Oregon. Mr. Hernandez Rosales said he and his wife will be working together to manage/operate the store.

On August 1, 2018, I spoke with Mr. Hernandez Rosales and we discussed the expectations and responsibilities involving the sale of alcoholic beverages. Mr. Hernandez Rosales told me he is intending to sell beer and wine at the store and he is aware that he and any employee selling alcoholic beverages must know the laws regulating the sale of alcoholic beverages. He said he and his staff will take the OLCC training course. He said he understands there are consequences for failure to comply with the rules as set forth by Oregon State law.

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



LIQUOR LICENSE APPLICATION

#100.00 cash
E. K9

LICENSE FEE: Do not include the license fee with the application (the license fee will be collected at a later time).

APPLICATION: Application is being made for:

- ☐ Brewery
☐ Brewery-Public House
☐ Distillery
☐ Full On-Premises, Commercial
☐ Full On-Premises, Caterer
☐ Full On-Premises, Passenger Carrier
☐ Full On-Premises, Other Public Location
☐ Full On-Premises, Nonprofit Private Club
☐ Full On-Premises, For-Profit Private Club
☐ Grower Sales Privilege
☐ Limited On-Premises
☒ Off-Premises
☐ Off-Premises with Fuel Pumps
☐ Warehouse
☐ Wholesale Malt Beverage & Wine (WMBW)
☐ Winery

CITY AND COUNTY USE ONLY

Date application received 7/31/18Name of City or County CanbyRecommends this license be ☐ Granted ☐ Denied

By _____

Date _____

OLCC USE

Application received by [Signature]Date 7-27-18

License Action:

n/o

1. LEGAL ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license:

Applicant #1

Aurelio Hernandez Rosales

Applicant #2

Rosa Polanco

Applicant #3

Applicant #4

2. Trade Name of the Business (the name customers will see):

La Divina Providencia Tienda Mexicana3. Business Location: Number and Street 420 NW 1st Ave, Canby, OR 97013City CanbyCounty ClackamasZIP 970134. Is the business at this location currently licensed by the OLCC? ☐ Yes ☒ No

5. Mailing Address (where the OLCC will send your mail):

PO Box, Number, Street, Rural Route 420 NW 1st AveCity CanbyState ORZIP 97013

6. Phone Number of the Business Location:

7. Contact Person for this Application:

Name Aurelio Hernandez Rosales Phone Number _____

Mailing Address, City, State, ZIP _____

Email _____

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is prohibited on the licensed premises.

Signature of Applicant #1

Aurelio Hernandez Rosales

Signature of Applicant #3

Signature of Applicant #2

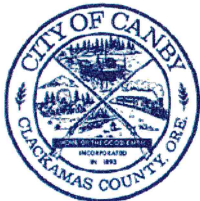
Rosa Polanco

Signature of Applicant #4

RECEIVED

JUL 19 2018

City Council Packet Page 36 of 66



**CITY OF CANBY
COMMITTEE, BOARD, &
COUNCIL APPOINTMENT APPLICATION**

Date: July 31, 2018 Position Applying For: Heritage & Landmark Commission
 Name: Jennifer L. Giller Occupation: Retail Store Director
 Home Address: _____ Canby, OR 97013
 Employer: Al's Garden & Home Position: Store Director-Woodburn
 Daytime Phone: _____ Evening Phone: Same
 E-Mail Address: _____

What are your community interests (committees, organizations, special activities)? I have not participated on any committees but would love to start serving. I was on the Canby Junior Basketball Board for many years and enjoyed the community connections.

What are your major interests or concerns in the City's programs? Preservation of Canby History, educational outreach, and increased involvement of our youth population. Beautification and garden/park development in our city.

Reason for your interest in this position: I am a 46 year Canby native and currently live in a home on the Clackamas County Historical Register (Harvey & Anna Freeze Farm).

Experience and educational background: MA in Archaeological Studies, MA in Teaching (Secondary Social Studies), BA in Anthropology. Taught and coached at Canby High School. Currently working in the retail garden center industry with local ties.

List any other City or County positions on which you serve or have served: None

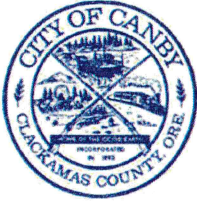
Referred by (if applicable): _____

Please return to:

*City of Canby - Attn: City Recorder
 PO Box 930, 222 NE 2nd Avenue, Canby, OR 97013
 Phone: 503.266.0733 Fax: 503.266.7961 Email: scheaferk@canbyoregon.gov*

Note: Information on this form may be available to anyone upon a Public Records Request and may be viewable on the City's web page. 5/2017

Date Received: 7.31.2018 Date Appointed: 8.15.2018 Term Expires: 6.30.2020
 Date Resigned: _____ Destruction Date: _____



**CITY OF CANBY
COMMITTEE, BOARD, &
COUNCIL APPOINTMENT APPLICATION**

Date: 7/31/2018 Position Applying For: Heritage Landmark commission
 Name: Lawrence (Larry) Vargas Occupation: Tech Writer
 Home Address: Canby 97013
 Employer: Mentor Graphics Position: Tech Content Manager
 Daytime Phone: Evening Phone:
 E-Mail Address:

What are your community interests (committees, organizations, special activities)? City planning and preservation. Educating, providing free financial advice and promoting financial literacy.

What are your major interests or concerns in the City's programs?
Preserving the historic rural nature of the city. Ensuring responsible growth.

Reason for your interest in this position: I moved here because of the warm, rural, down-to-roots feeling. I want to help preserve the history and essence of what makes Canby such a great place to live.

Experience and educational background: BA Business Admin. Have lived overseas in Europe (dual citizenship). That experience helped me understand the importance of history preservation. I am also a licensed life/health insurance provider for Oregon.

List any other City or County positions on which you serve or have served:
No city or county, but serve on my HOA board. I also provide free financial education to the community. Offered classes at senior center and at Canby Library

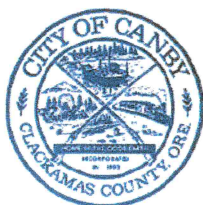
Referred by (if applicable): Tracie Heidt

Please return to:

***City of Canby - Attn: City Recorder
 PO Box 930, 222 NE 2nd Avenue, Canby, OR 97013
 Phone: 503.266.0733 Fax: 503.266.7961 Email: scheaferk@canbyoregon.gov***

Note: Information on this form may be available to anyone upon a Public Records Request and may be viewable on the City's web page. 5/2017

Date Received: 7-31-2018 Date Appointed: 8-15-2018 Term Expires: 6-30-2019
 Date Resigned: Destruction Date:



**CITY OF CANBY
COMMITTEE, BOARD, &
COUNCIL APPOINTMENT APPLICATION**

Date: 12/19/17 Position Applying For: Bike and Ped comeeittee
Name: Doug Rykken Occupation: CSD facilities
Home Address: _____
Employer: Canby School District Position: Safety and Security
Daytime Phone: _____ Evening Phone: _____
E-Mail Address: _____

What are your community interests (committees, organizations, special activities)? _____
Serve as liaison for the CSD to the B&P committee, avid bike rider
primarily focused on safe routes to school

What are your major interests or concerns in the City's programs? _____
safe riding and walking routes in Canby

Reason for your interest in this position: _____
As the CSD liaison to this committee I thought it made sense to be a voting member

Experience and educational background: _____
2 years college, former EMT, Canby school district safety committee chairman
CPR and safety trainer for the CSD

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

Referred by (if applicable): Melinda Montecucco

Please return to:

*City of Canby - Attn: City Recorder
PO Box 930, 222 NE 2nd Avenue, Canby, OR 97013
Phone: 503.266.0733 Fax: 503.266.7961 Email: scheaferk@canbyoregon.gov*

Note: Information on this form may be available to anyone upon a Public Records Request and may be viewable on the City's web page. 5/2017

Date Received: 1-2-2018 Date Appointed: 8.15.2018 Term Expires: 6.30.2019
Date Resigned: _____ Destruction Date: _____

ORDINANCE NO. 1489

AN ORDINANCE AMENDING CANBY MUNICIPAL CODE (CMC) CHAPTER 9.48.050(A) REGARDING NOISE VARIANCE EXCEPTIONS; AND DECLARING AN EMERGENCY

WHEREAS, the City of Canby currently has a noise variance ordinance; and

WHEREAS, the City of Canby desires to amend the ordinance to add language exempting sounds, including the discharge of fireworks and other explosive devices, created from City, Canby Fire District or Canby School District sanctioned events from the requirement of obtaining a noise variance.

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

Section 1. The Canby Municipal Code (CMC) Chapter 9.48.050(A) is hereby amended to read as follows:

§ 9.48.050 Exceptions and variances.

- A. Exceptions. The following sounds are exempted from the provisions of this chapter:
1. Sounds caused by the performance of emergency work, vehicles and/or equipment;
 2. Aircraft operations in compliance with applicable federal laws or regulations;
 3. Railroad activities as defined in Subpart A, Part 201 of Title 40, CER of the Environmental Protection Agency's railroad emission standards, incorporated herein by reference;
 4. Sounds produced by sound-amplifying equipment at activities, **including fireworks and other explosive devices at football games**, sponsored by Canby School District between 7:00 a.m. and ~~12:00 p.m.~~ midnight, local time;
 5. Sounds created by refuse pickup operations during the period of 6:00 a.m. to 10:00 p.m., local time;
 6. Sounds created by domestic power tools during the period 7:00 a.m. to 10:00 p.m., local time, provided sound-dissipating devices on tools so equipped are maintained in good repair;
 7. Sounds made by warning devices operating continuously for 5 minutes or less;
 8. Idling motor vehicles, including compressors on refrigerated trailers, within a Gross Vehicle Weight Rating (CVWR) of 8,000 pounds or greater between the hours of 7:00 a.m. to 10:00 p.m., local time, provided

2nd Reading

they are equipped with an exhaust system which is in good working order and in constant operation;

9. Sounds created at the Clackamas County Fairgrounds as a result of events sanctioned by the Clackamas County Fair Board;
10. Sounds caused by business operations in the commercial and industrial zones, provided the sounds result from lawful commercial business activity or manufacturing operations;
11. Construction activities during the period of 7:00 a.m. to 10:00 p.m., local time, provided equipment is maintained in good repair and equipped with sound dissipating devices in good working order; and
12. Sounds caused by city maintenance equipment between the hours of 7:00 a.m. and 10:00 p.m.; and
13. Sounds created from city sanctioned events in the Downtown Commercial zone; and
14. Sounds, including the discharge of fireworks and other explosive devices, created from City and Canby Fire District sanctioned events.

Section 2. Inasmuch as it is in the best interest of the citizens of Canby, Oregon, to enact this ordinance as soon as possible due to events scheduled in early September, 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 thereof on Wednesday, August 1, 2018, 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 15, 2018, commencing at the hour of 7:00 p.m. in the Council Meeting Chambers located at 222 NW 2nd Avenue, 1st Floor, 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 15, 2018 by the following vote:

YEAS_____ NAYS_____

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

ORDINANCE NO. 1491

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CURRAN-MCLEOD, INC. CONSULTING ENGINEERS FOR ENGINEERING SERVICES FOR NORTH MAPLE STREET RECONSTRUCTION; AND DECLARING AN EMERGENCY

WHEREAS, CURRAN-McLEOD, INC. is the City's Engineer of Record; and

WHEREAS, CURRAN-McLEOD, INC. has provided the Master Planning, preliminary engineering and cost estimates for engineering and construction of the North Maple Street Reconstruction; and

WHEREAS, the CITY OF CANBY anticipates the need to complete construction of the North Maple Street Reconstruction within the 2018-2019 Fiscal Year.

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

Section 1. The City Administrator is hereby authorized and directed to make, execute, and declare in the name of the CITY OF CANBY and on its behalf, an appropriate contract with CURRAN-MCLEOD, INC for engineering services in an amount not to exceed \$103,200.00. A copy of a contract with CURRAN-McLEOD, INC., 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 enact this ordinance as soon as possible due to events scheduled in late August, 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 thereof on Wednesday, August 1, 2018, 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 15, 2018, commencing at the hour of 7:00 p.m. in the Council Meeting Chambers located at 222 NW 2nd Avenue, 1st Floor, Canby, Oregon.

Kimberly Scheafer, MMC
City Recorder

2nd Reading

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 15th day of August 2018, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

**CITY OF CANBY
NORTH MAPLE STREET RECONSTRUCTION
AGREEMENT FOR ENGINEERING SERVICES**

This Agreement is made this _____ day of _____, 2018, by and between the **CITY OF CANBY**, Oregon, hereafter referred to as the OWNER, and **CURRAN-McLEOD, INC. Consulting Engineers**, Portland, Oregon, hereafter referred to as the ENGINEER.

The OWNER intends to construct the North Maple Street Reconstruction 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 18, 2018, 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:

Design Phase Engineering:

- Thirty-Seven Thousand Six Hundred and No/100 Dollars (\$37,600)

Construction Phase Engineering:

- Thirty-One Thousand Eight Hundred and No/100 Dollars (\$31,800)

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

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 twenty-four 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 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: CITY OF CANBY

ENGINEER: CURRAN-McLEOD, INC.

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: HASSAN IBRAHIM

TITLE: _____

TITLE: PRINCIPAL ENGINEER

DATE: _____

DATE: 7-19-2018

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS

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

July 18, 2018

Ms. Jennifer Cline, P.E.
Public Works Director
City of Canby
P.O. Box 930
Canby, OR 97013

EXHIBIT "A"

**RE: CITY OF CANBY
N MAPLE STREET RECONSTRUCTION
PROJECT SCOPE AND COST ESTIMATE**

Dear Jennifer:

We appreciate the opportunity to provide the City of Canby an estimate for the design and construction administration on the above noted project, for your review and approval in order to proceed with the work.

This street is identified in the City TSP as a local street. To match the TSP and Public Works Standards, the improvements will include reconstruction of the street to 34' curb to curb, which allows parallel parking plus curbs and sidewalks on each side of the street. The improvements will include drywells for stormwater disposal, installing cleanouts on the sanitary sewer services, coordination with private utility providers for needed relocations, and coordination with Canby Utility for water meter and hydrant relocations. If water and franchise utility providers want to upgrade their systems, they can be accommodated as a component of the work before placement of the final asphalt paving.

The total project frontage length between NE 10th Avenue and NE 14th Avenue is approximately 1,300 lineal feet. The existing right-of-way width is generally 40 feet except where prior developments have occurred, and 5' to 10' of right of way dedications were attained. A 3 to 3.5-foot sidewalk easements will be needed from 13 property owners to accommodate the proposed sidewalk improvements and to provide adequate ADA access around existing obstructions.

The following is an estimate of cost for the project, including an ENR escalation of 1.5% for construction in 2019. No costs are included in the estimates for easement purchases.

Item No.	Description	Quantity	Unit	Unit Price	Total
A. Site Preparation					
A.1	Mobilization (5% of the total cost)	All	LS	\$20,650.00	\$20,650.00
A.2	Traffic Protection & Direction of Traffic	All	LS	5,000.00	5,000.00
A.3	Erosion Control	All	LS	2,000.00	2,000.00
A.4	Clearing & Grubbing, Tree and Landscape Protection and Site Restoration	All	LS	10,000.00	10,000.00
A.5	Common Excavation (15" depth)	1,000	CY	20.00	20,000.00
A.6	Subgrade/ Trench Stabilization	50	CY	35.00	1,750.00
A.7	Sawcut Asphalt/ Concrete Pavement	200	LF	2.00	400.00
				Subtotal	\$59,800.00
B. Paving and Surfacing					
B.1	1"-0" Crushed Rock (12" deep)	2,000	SY	12.00	24,000.00
B.2	Type "C" Concrete Curb	2,600	LF	15.00	39,000.00
B.3	6" Concrete Driveway w/2" Leveling rock	400	SY	55.00	22,000.00
B.4	4" Concrete sidewalk w/ 2" Leveling Rock	1,200	SY	50.00	60,000.00
B.5	ADA Cast-in-Place Truncated Dome Mats	4	Each	350.00	1,400.00
B.6	½" Dense Mix Asphalt Pavement (4" deep)	900	Tons	85.00	76,500.00
B.7	Pavement Striping	All	LS	2,000.00	2,000.00
				Subtotal	\$224,900.00
C. Storm Drainage					
C.1	12" Diameter HDPE w/Trench Excavation and Rock Backfill	400	LF	40.00	16,000.00
C.2	Type G-2 Catch Basins	8	Each	1,250.00	10,000.00
C.3	48" Diameter Sedimentation Manhole	3	Each	3,500.00	10,500.00
C.4	48" Diameter Drywells	3	Each	15,000.00	45,000.00
				Subtotal	\$81,500.00
D. Sanitary Sewer					
D.1	6" Cleanouts, All Depths	20	Each	1,500.00	30,000.00
				Subtotal	\$30,000.00
E. Utilities					
E.1	Utility Trenching including Shading and Rock or Sand Backfill (Single Trench)	600	LF	10.00	6,000.00
E.2	Excavate, Prep Rock Pad and Rock Backfill	4	Each	1,000.00	4,000.00

	Vaults/ Transformers				
E.3	Excavate and Rock Backfill for Street Light Poles	6	Each	800.00	4,800.00
Subtotal					\$14,800.00
Construction Cost					\$411,000.00
ENR Increase (1.50%)					\$7,000.00
Canby Utility Cost					\$35,000.00
Engineering Design & Construction Phase Cost (20%)					\$86,000.00
Contingency (20%)					\$86,000.00
TOTAL PROJECT COST					\$625,000.00

Engineering work will require approximately 90 days to prepare plans and specifications; soliciting bids and the award process will take 60 days, and construction approximately 90 days, depending upon the utility provider's work scope. The design can be completed this fall/winter and construction completed in the spring/summer 2019. Estimated costs of engineering work is listed below:

Design Phase Engineering Cost Estimate:

Field Research & Preliminary Layout	\$ 4,500
ODOT Prospectus Preparation	2,500
Easement Revisions (13)	1,000
Roadway Horizontal & Vertical Design	7,500
Utility Design, Storm, Electrical Conduits	3,000
Base Maps & Plan Sheet Graphics, 8 sheets	14,600
Contract Documents & Specifications	4,500
Total Design Phase Engineering	<u>\$37,600</u>

Construction Phase Engineering Cost Estimate:

Bid Procedure	\$ 4,800
Construction Staking	8,200
Geotechnical & Field Testing	4,200
Contract Administration, As-builts	5,600
Project Closeout	2,000
Field Inspection, est. 55 hrs.	7,000
Total Construction Phase Engineering	<u>\$31,800</u>

The cost for the design survey and easements preparation was billed separately and is not included in this proposal. All costs prior to your approval of this contract will be billed on Time and Material basis.

Ms. Jennifer Cline, PE

July 18, 2018

Page 4

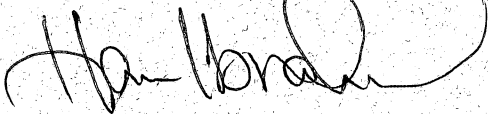
We have attached for your review a copy of the Engineering Services Contract. The design engineering phase cost will be billed based on a lump sum and billed as percent complete while the construction engineering phase will be billed hourly, as needed, based on the standard hourly rates schedule, not to exceed the estimated budget.

Excluded from our estimates are the costs of publishing in the Daily Journal of Commerce and BOLI fee. Those expenses will be billed directly to the City and are estimated at approximately \$2,500.

If you have any concerns or questions, please call.

Sincerely,

CURRAN-McLEOD, INC.

A handwritten signature in black ink, appearing to read 'Hassan A. Ibrahim', written over a horizontal line.

Hassan A. Ibrahim, PE

Enclosure: Engineering Services Contract

STANDARD HOURLY RATES

Effective January 1, 2018

Senior Principal Engineer	\$ 135.00
Principal Engineer	125.00
Project Engineer/Manager	120.00
Design Engineer/Manager	120.00
Design Technician/Inspector	85.00
Graphics Technician	75.00
Word Processing	65.00

REIMBURSABLE EXPENSES

Reproduction expenses are at cost.

Auto expenses reimbursed at 54¢ per mile.

Meals and Lodging at cost.

BEFORE THE CITY COUNCIL
FOR THE CITY OF CANBY, OREGON

)	
)	FINDINGS OF FACT
In the Matter of a Request for a)	AND CONCLUSIONS OF LAW
Subdivision/Variance Approval for)	REJECTING THE APPEAL
Property Located at 1555, 1715 S Fir Street)	AND APPROVING THE
In the City of Canby, located in the R-1 and)	SUBDIVISION APPLICATION
R-1.5 Zoning Districts Within the)	WITH SPECIFIED AMENDMENT
Southwest Canby Development Concept)	
Plan Area for Approval of Sixty-Nine Lot)	FINAL ORDER FOR CITY OF
Subdivision)	CANBY FILE NOS. APPEAL APP 18-02
)	OF SUB 18-01/VAR 18-01 DECISION

I. INTRODUCTION.

This Final Order is the Canby City Council's ("City Council") approval of an Application for approval of a sixty-nine lot subdivision in the R-1 and R 1.5 Zoning Districts located within the Southwest Canby Development Concept Plan area. As explained further below, the City Council moved to reject the appeal and affirm the Planning Commission's decision as amended by adding a specified additional condition of approval submitted by the appellant and adopted the revised preliminary plat map. Therefore, the City Council approves the Application with the Planning Commission's conditions of approval contained in their decision dated June 11, 2018. The Planning Commission decision is hereby incorporated in its entirety along with the specified additional condition of approval submitted by Appellant along with a revised preliminary plat map as it pertains to the Appellant's property adjacent to the approved Beck Pond subdivision.

II. PROCEDURAL STATUS.

The Applicant submitted the Application on April 2, 2018 and the City declared the application with additional necessary submittals complete on May 5, 2018 and proceeded to schedule an initial evidentiary hearing before the Canby Planning Commission for June 11, 2018. The Planning Commission issued a Final Decision approving the Application on June 13, 2018. The Appellants filed a timely appeal of that decision on June 25, 2018. The City Council considered the appeal at a public hearing on August 1, 2018. A final decision is expected to occur with approval of these findings by the City Council on 8.15.18 within the applicable 120-day clock of receiving all necessary application materials and declaring the application complete.

The City Council opened the public hearing with the announcements required by ORS 197.763(5). A quorum of the City Council was present. The City Council had before it the entire Planning Department file for the Application. The City Council did not exclude any documents physically before it. The City Council disclosed *ex parte* contacts and conflicts of interest. No party asked for an opportunity to respond to the *ex parte* disclosures, nor did any party challenge

a City Councilor's ability to hear the appeal. No party raised any other procedural objections during the course of the hearing.

The City Council heard a brief Staff Report, the Applicant, the Appellant's attorney, and those in support of, or opposed to, the appeal. The City Council then heard the Applicant's rebuttal. Following deliberation, the City Council, on a motion by Councilor Smith, seconded by Councilor Hensley, voted 5-0 to reject the appeal and affirm the Planning Commission's decision as amended by adding the additional condition of approval submitted by the applicant and adopting the revised preliminary plat map. The Planning Department returned with proposed written findings for adoption by the City Council at a public meeting on August 15, 2018.

The Canby Land Development and Planning Ordinance (CZO) 16.89.050.J provides that appeals of the Planning Commission to the City Council will be processed using the Type III procedures unless otherwise specified in CZO Title 16. No other procedures apply to this Application. Further, CZO 16.89.050.I.4 provides that the City Council's action on appeal shall be governed by the same general regulations, standards and criteria as applied to the Planning Commission in the original consideration of the Application. Further, the City Council notes that CZO 16.89.050.F.1 provides that approval or denial of a Type III decision shall be based on standards and criteria located in the Canby Zoning Ordinance. The City Council is required to issue a final written order containing findings and conclusions that approve, in this case, the Application as amended with an additional condition of approval and a revised preliminary plat map as it pertains to the appellant's adjacent property to the Beck Pond subdivision preliminary plat map. The following written decision shall set forth the facts relied upon in rendering the decision and justify the decision according to the criteria, standards and facts provided by CZO 16.89.050F.2 and .3

III. SUPPLEMENTAL FINDINGS IN ADDITION TO THE PLANNING COMMISSION DECISION.

1. ADDITIONAL CONDITION OF APPROVAL

The subdivision applicant, appellant through their attorney, and City planning staff reviewed a proposed statement to be presented at the City Council appeal public hearing ahead of the meeting arriving at general agreement in recommending to the City Council that they approve the appellant's request for amending the Planning Commission decision by adding the statement outlined below along with a revised preliminary plat map as a satisfactory way to resolve the area of disagreement set forth in the Appeal Statement:

The Council's decision to approve the preliminary plat for the Beck Pond subdivision shall not determine the configuration of any future development on the Roger and Cheryl Steinke property, Tax Lot 1500 on Tax Map 4S1E04CA. Any future development proposal for the Steinke property shall be judged upon its own merits if and when submitted and shall not be bound by any shadow plat which has previously come before the City.

2. ADOPTION OF REVISED PRELIMINARY PLAT MAP

The City Council finds that the revised preliminary plat map submitted to reinforce the previously outlined statement proposed to be adopted as an additional condition of approval; was helpful in clarifying the amended decision to not bound the applicant to or adopt any previous illustrated future development possibility outlined in the course of the subdivision approval process as it pertains to the adjacent Tax Lot 1500 of Tax Map 4S1E04CA. The revised preliminary plat map is attached to these findings as (Exhibit 1).

3. PREFERRED FUTURE STREET ALIGNMENT ACROSS Tax Lot 1500

The appellant also requested that the subdivision applicant prepare and present at the Council Hearing an illustration of the appellant's current preferred future street alignment across the property. This illustration is attached to these findings as (Exhibit 2). The presentation of Exhibit 2 is not in any way adopted nor meant to be binding in any way on the appellant in the future, but was shown at the appellant's request to provide reassurance that the preliminary plat map as proposed for approval would not prevent the possible extension of SE 15th Avenue eastward to Fir Street through the property in a manner that could divide the property exactly in half north to south with equal future lot depths on each side. The City Council acknowledged that this was one of several viable possible future development options for Tax Lot 1500.

4. SOUTHWEST CANBY ANNEXATION DEVELOPMENT CONCEPT PLAN

City staff and the subdivision applicant indicated at the hearing that the previous City Council adopted Southwest Canby Annexation Development Concept Plan which is applicable to properties recently annexed as a part of the Beck Pond subdivision and many other surrounding properties – including the Appellant's Tax Lot 1500 – will continue to provide guidance to City staff and the Planning Commission in the future as to the suitability of future redevelopment scenarios presented by property owners within the adopted DCP area. Amendments to the adopted DCP are possible but must be justified when presented.

5. GENERAL FINDINGS

The City Council finds that the approval criterion utilized by the Planning Commission in their decision were suitable and criterion is satisfied. City Council had before it the entire Planning Department file for this Application, including all testimony from the Planning Commission hearing. The City Council considered all of the oral and written testimony by all parties to the appeal proceeding. The City Council fully considered all relevant information presented by the appellant. The City Council balanced the evidence and determined that the subdivision should be approved and that the appellant's requested action with regard to the subdivision presented at the hearing could also be successfully incorporated into the approval record for the subdivision.

The Council, the Mayor in particular, indicated sincere appreciation for the efforts set forth by Stafford Land Development and Mr. Steinke to work together and arrive at an agreeable amendment to the Planning Commission decision on SUB 18-01/VAR 18-01.

IV. CONCLUSION AND ORDER

For the reasons contained herein, the City Council hereby rejects the appeal (APP 18-02) and affirms the Planning Commission's decision as amended by adding the additional condition of approval submitted by the applicant and adopting the revised plat map indicated in the attached Exhibit 1. Therefore, **IT IS ORDERED BY THE CITY COUNCIL** of the City of Canby that **SUB 18-01/VAR 18-01** approving the sixty-nine lot Beck Pond subdivision including the forty-seven conditions of approval in the Planning Commission Decision as if incorporated herein and the additional condition of approval as set forth below:

The Council's decision to approve the preliminary plat for the Beck Pond subdivision shall not determine the configuration of any future development on the Roger and Cheryl Steinke property, Tax Lot 1500 on Tax Map 4S1E04CA. Any future development proposal for the Steinke property shall be judged upon its own merits if and when submitted and shall not be bound by any shadow plat which has previously come before the City.

DATED this 15th day of August 2018.

Brian Hodson
Mayor

Bryan Brown
Planning Director

Approved as to Legal Form:

Joseph Lindsay
City Attorney

ORAL DECISION – August 1, 2018

AYES: Smith, Parker, Hensley, Dale & Heidt

NOES: None.

ABSTAIN: None.

ABSENT: Spoon.

WRITTEN FINDINGS – August 15, 2018

AYES:

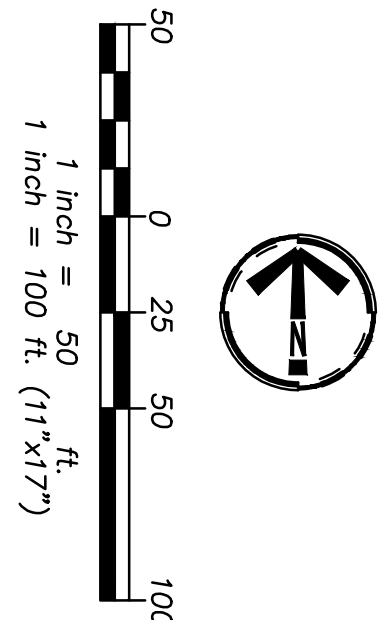
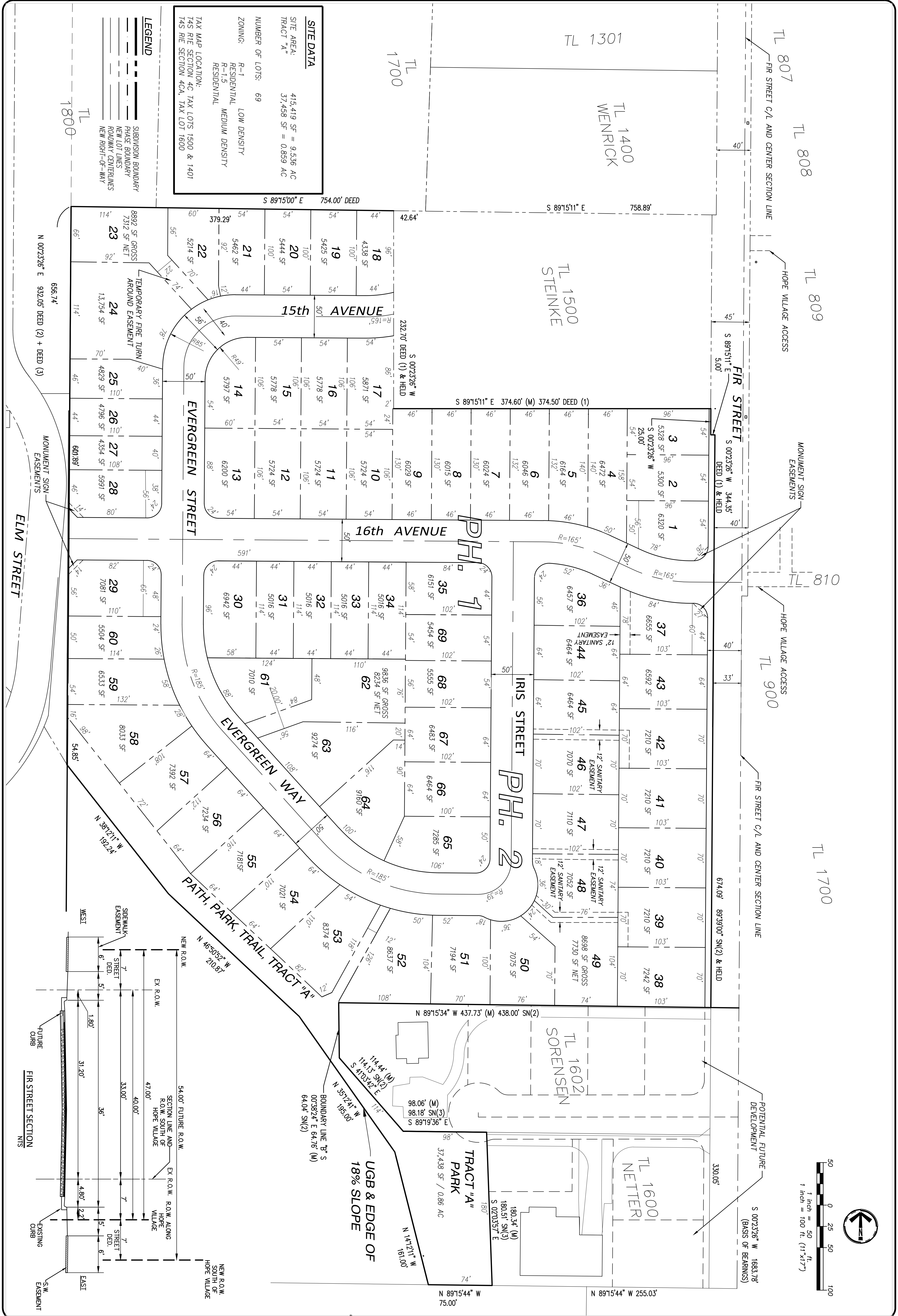
NOES:

ABSTAIN:

ABSENT:

ATTEST:

Kimberly Scheafer, MMC
City Recorder



REVISIONS		
NO.	DATE	DESCRIPTION

BECK POND
PRELIMINARY
PLAT

STAFFORD
DEVELOPMENT COMPANY, LLC
485 SOUTH STATE STREET
LAKE OSWEGO, OREGON 97034

SOUTHWEST CANBY
TAX MAP T4S, R1E, SECTION 4
SEC. 4CA TAX LOTS 1600
SEC. 4C TAX LOTS 1401, 1500
CITY OF CANBY, OREGON

PLANNING & LAND DESIGN
1862 NE ESTATE DRIVE
HILLSBORO, OREGON 97124
RYAN O'BRIEN
(503) 780-4061

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