



AGENDA
CANBY CITY COUNCIL
WORK SESSION – 6:00 PM
REGULAR MEETING – 7:00 PM
EXECUTIVE SESSION – 7:45 PM
(Executive Session will not begin prior to 7:45 pm)

August 16, 2023

Hybrid/Virtual Meeting/Council Chambers
Council Chambers - 222 NE 2nd Avenue, 1st Floor

Register here to attend the meetings virtually:
https://us06web.zoom.us/webinar/register/WN_PeWBoDsVQ7e-rpPPt1ZqgA

The meetings can be viewed on YouTube:
<https://www.youtube.com/channel/UCn8dRr3QzZYXoPUEF4OTP-A>

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

	Mayor Brian Hodson
Councilor Christopher Bangs	Councilor Herman Maldonado
Councilor James Davis	Councilor Jason Padden
Council President Traci Hensley	

WORK SESSION – 6:00 PM

- 1. CALL TO ORDER**
- 2. CITY COUNCILOR INTERVIEWS**
- 3. SEQUENTIAL UGB EXPANSION PROCESS**
- 4. ADJOURN**

REGULAR MEETING – 7:00 PM

- 1. CALL TO ORDER**
 - Invocation
 - Pledge of Allegiance
- 2. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS:** This is an opportunity for audience members to address the City Council on items not on the agenda. If you are attending in person, please complete a testimony/comment card prior to speaking and hand it to the City Recorder. Each person will be given 3 minutes to speak. Staff and the City Council will make every effort to respond to questions raised during citizens input

before the meeting ends or as quickly as possible thereafter. ***If you would like to speak virtually, please email or call the City Recorder by 4:30 pm on August 16, 2023 with your name, the topic you'd like to speak on and contact information: benhamm@canbyoregon.gov or call 503-266-0720. Once your information is received, you will be sent instructions to speak.

3. **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 the June 7, 2023 Regular City Council Meeting Minutes. Pg. 1
 - b. Approval of the June 21, 2023 Regular City Council Meeting Minutes. Pg. 4
4. **ORDINANCES & RESOLUTIONS**
 - a. Consider **Ordinance No. 1607:** An Ordinance Authorizing the Interim City Administrator to execute a contract with Curran-McLeod, Inc. in the amount of \$159,000 for design and construction phase engineering services for improvements to NE 10th Avenue from N. Locust Street to N. Pine Street. (*Second Reading*) Pg. 8
 - b. Consider **Ordinance No. 1608:** An Ordinance Authorizing the Interim City Administrator to execute a contract with Curran-McLeod, Inc. in the amount of \$90,000 for design and construction phase engineering services for realignment of N. Pine Street at NE 4th Avenue. (*Second Reading*) Pg. 27
 - c. Consider **Ordinance No. 1609:** An Ordinance Authorizing the Interim City Administrator to approve the expenditure of \$200,000 to Canby Library Holdings for the redevelopment of the former Canby Public Library as part of the Oregon Main Street Revitalization Grant. (*First Reading*) Pg. 46
 - d. Consider **Resolution No. 1393:** A Resolution Adopting the Sequential Urban Growth Boundary Review Process. Pg. 75
5. **NEW BUSINESS**
 - a. Appointment of a New City Councilor
6. **OLD BUSINESS**
 - a. DLCD Urban Growth Boundary Expansion Grant Letter of Support Pg. 85
 - b. City Administrator & City Attorney Recruitment
7. **MAYOR'S BUSINESS**
8. **COUNCILOR COMMENTS & LIAISON REPORTS**
9. **INTERIM CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS**
10. **CITIZEN INPUT**
11. **ACTION REVIEW**
12. **ADJOURN**

EXECUTIVE SESSION – 7:45 PM
(Will begin after the Regular Meeting ends but not before 7:45 p.m.)

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

1. CALL TO ORDER

2. EXECUTIVE SESSION: Pursuant to ORS 192.660 (2) (e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

3. 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 Maya Benham at 503-266-0720. A copy of this Agenda can be found on the City's web page at www.canbyoregon.gov.

**CANBY CITY COUNCIL
REGULAR MEETING MINUTES
June 7, 2023**

PRESIDING: Brian Hodson

COUNCIL PRESENT: Traci Hensley, James Davis, Jason Padden (attended virtually), Herman Maldonado, Christopher Bangs (attended virtually), and Shawn Varwig.

COUNCIL ABSENT: None

STAFF PRESENT: Eileen Stein, Interim City Administrator; Joseph Lindsay, City Attorney/Assistant City Administrator; Maya Benham, City Recorder; Jorge Tro, Police Chief; Jerry Nelzen, Public Works Director; and Don Hardy, Planning Director.

CALL TO ORDER: Mayor Hodson called the Regular Meeting to order at 7:19 p.m. in the Council Chambers.

PRESENTATION: Clackamas Community College 2014 Bond Projects Presentation – Irene Konev, Clackamas Community College Board Chair, and Bob Cochran, Clackamas Community College Dean of Campus Services gave highlights on the CCC 2014 bond projects including Harmony West, Holden Industrial Technology Center, DeJardin Hall, automotive expansion and remodel, Wacheno Welcome Center, Roger Rook Hall, facilities and campus upgrades, and workforce goals. There would be a Bond Party on August 5.

CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS:

Belinda Goody, new Chamber of Commerce Executive Director, introduced herself.

Henry, introduced himself as a high school student job shadowing Councilor Davis.

Craig Lewelling, Canby resident, challenged the Council to think bigger when it came to investing in the community. The benefit of Urban Renewal was the leverage they could bring to invest in tourism to revive downtown. He suggested putting in a hotel or convention center at the Fairgrounds.

Matt English, Division Chief, represented the Fire District and their support for sunsetting the Urban Renewal District no later than 2025-26 due to the loss of funding for the Fire Department.

CONSENT AGENDA: ****Council President Hensley moved to approve the consent agenda that included the minutes of the February 10, 2023 Special City Council and Urban Renewal Agency meeting and the April 5, 2023 Regular City Council meeting. Motion was seconded by Councilor Varwig and passed 6-0.**

ORDINANCES:

Ordinance 1601 – ****Council President Hensley moved to approve Ordinance 1601, AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A SIX**

(6) MONTH SERVICE AGREEMENT WITH JANI-KING FOR \$52,860. Motion was seconded by Councilor Varwig and passed 6-0 by roll call vote.

Councilor Bangs suggested changing the threshold for contract amounts that had to be approved by the City Council. Joe Lindsay, City Attorney, said that would require a Charter amendment.

Councilor Padden thought the Charter should be reviewed for other updates as well. This was already a goal that needed to be prioritized.

Ordinance 1602 – ****Councilor Davis moved to approve Ordinance 1602, AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE A 60 MONTH AGREEMENT WITH DIRECTLINK FOR THE CITY OF CANBY. Motion was seconded by Councilor Bangs and passed 6-0 by roll call vote.**

Ordinance 1603 – Mr. Lindsay said this ordinance was required to hire the new interim City Administrator.

****Council President Hensley moved to approve Ordinance 1603, AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR DESIGNEE TO ENTER INTO AN AMENDED EMPLOYMENT CONTRACT BETWEEN THE CITY OF CANBY AND EILEEN STEIN to come up for second reading on June 21, 2023. Motion was seconded by Councilor Maldonado and passed 6-0 on first reading.**

Ordinance 1604 – Jerry Nelzen, Public Works Director, explained the price and use for the truck. The emergency clause allowed them to purchase it in this fiscal year's budget.

****Councilor Padden moved to approve Ordinance 1604, AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH PAPE TRUCKS IN THE AMOUNT OF \$282,723.81 FOR THE PURCHASE OF A NEW DUMP TRUCK AND DECLARING AN EMERGENCY to come up for second reading on June 21, 2023. Motion was seconded by Councilor Davis and passed 6-0 on first reading.**

OLD BUSINESS: City Administrator Recruitment – Mr. Lindsay said it was Council's decision to choose which consultant to use for the City Administrator recruitment.

There was discussion regarding the differences among the firms, firms that had been used before, and criteria including addressing the recruitment specifically to Canby, local or national, guarantees, timeframe, citizen involvement, and cost.

There was consensus for Councilor Padden to create the rubric for Council to compare the firms and bring it back to the next Council meeting.

NEW BUSINESS:

Discussion Regarding Possible Cancellation of July 5, 2023 City Council Meeting – There was discussion regarding what would be on the July 5 agenda. There was consensus to meet on July 5 to get caught up on some items.

MAYOR’S BUSINESS: Mayor Hodson reported on the Clackamas County Coordinating Committee Retreat, contracting with a realtor to look at purchasing land for parks and downtown development, Community Park improvements, Independence Day celebration, banner for the arch advertising the celebration, fencing along the railroad tracks that needed repair, and high school graduation.

COUNCILOR COMMENTS & LIAISON REPORTS: Councilor Padden spoke about preserving some of the wood from the Philander Lee tree that was cut down.

Councilor Davis reported on the Parks and Recreation Advisory Board projects at Maple Street Park, Auburn Farms, Community Park, and Legacy Park, Adult Center remodel, Swim Center tour, fireworks show, fires in Clackamas County, and emergency drill.

Councilor Varwig reported on the Transit Advisory Committee meeting and survey.

Council President Hensley attended the C4 Retreat and Memorial Day event.

CITY ADMINISTRATOR’S BUSINESS & STAFF REPORTS: Don Hardy, Planning Director, discussed the FOB Taproom permanent parking/outdoor seating application that was approved.

Eileen Stein, Interim City Administrator, gave an update on community enhancement grants.

CITIZEN INPUT:

There was none.

ACTION REVIEW:

1. Approved the Consent Agenda.
2. Adopted Ordinances 1601 and 1602.
3. Approved Ordinances 1603 and 1604 to second readings on June 21, 2023.
4. Councilor Padden would provide a rubric for recruitment firms.
5. A meeting would be held on July 5.

The meeting adjourned at 9:10 p.m.

Maya Benham
City Recorder

Brian Hodson
Mayor

Assisted with Preparation of Minutes - Susan Wood

**CANBY CITY COUNCIL
REGULAR MEETING MINUTES
June 21, 2023**

PRESIDING: Brian Hodson

COUNCIL PRESENT: Traci Hensley, James Davis, Jason Padden (attended virtually), and Shawn Varwig.

COUNCIL ABSENT: Herman Maldonado and Christopher Bangs

STAFF PRESENT: Eileen Stein, Interim City Administrator; Joseph Lindsay, City Attorney/Assistant City Administrator; Maya Benham, City Recorder; Jorge Tro, Police Chief; Eric Kytola, Finance Director; and Don Hardy, Planning Director.

CALL TO ORDER: Mayor Hodson called the Regular Meeting to order at 7:30 p.m. in the Council Chambers.

CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS: None.

CONSENT AGENDA: **Council President Hensley moved to approve the consent agenda that included the minutes of the April 19, 2023 Regular City Council meeting; OLCC application for an Off Premises license for La Conasuper Meat Market located at 733 SE 1st Avenue; reappointments of Russell Heinemann and Mindy Montecucco to the Bike and Pedestrian Committee for terms ending June 30, 2026; reappointments of Robert Cambra and Jennifer Driskill to the Traffic Safety Commission for terms ending June 30, 2026; appointment of Linda Warwick to the Library Advisory Board for a term ending June 30, 2024; and appointments of Jennifer Kraxberger and Kristi Smith to the Library Advisory Board for terms ending June 30, 2027. Motion was seconded by Councilor Varwig and passed 4-0.

PUBLIC HEARINGS:

Supplemental 2022-2023 FY Budget – Mayor Hodson read the hearing statement.

Eric Kytola, Finance Director, presented the staff report. Court required additional funds to cover increases in materials and attorney services, Finance required additional funds for increases in materials and services for auditing, software maintenance, and supplies, the Library required additional funds for increases in personnel services and a delay in the payment from the County, the Transient Room Tax fund required additional funds for increases in materials and services and supplies, and Sewer Fund Collections required additional funds for capital projects.

Mayor Hodson opened the public hearing.

There was no public testimony.

Mayor Hodson closed the public hearing.

2023-2024 FY Budget as Recommended by the Budget Committee – Mayor Hodson read the hearing statement.

Mr. Kytola presented the staff report. The Budget Committee met in three meetings to review the budget. The budget was approved with amendments.

Mayor Hodson opened the public hearing.

There was no public testimony.

Mayor Hodson closed the public hearing.

ORDINANCES:

Ordinance 1603 – ****Council President Hensley moved to adopt Ordinance 1603, AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR DESIGNEE TO ENTER INTO AN AMENDED EMPLOYMENT CONTRACT BETWEEN THE CITY OF CANBY AND EILEEN STEIN. Motion was seconded by Councilor Varwig and passed 4-0 by roll call vote.**

Ordinance 1604 – ****Councilor Varwig moved to adopt Ordinance 1604, AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH PAPE TRUCKS IN THE AMOUNT OF \$282,723.81 FOR THE PURCHASE OF A NEW DUMP TRUCK AND DECLARING AN EMERGENCY. Motion was seconded by Council President Hensley and passed 4-0 by roll call vote.**

Ordinance 1605 – Joe Lindsay, City Attorney, explained the sole source procurement rules and how the Council had to have findings as the local contract review board that this class of goods was only available from one source. These findings were included in the ordinance. There had been no protest to the sole source. There were no terms about advertising or maintenance fee as the contract had yet to be done.

It was confirmed that SDC funds would be used for this expense.

****Councilor Davis moved to approve Ordinance 1605, AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH NATIONAL FITNESS CAMPAIGN (NFC), SAN FRANCISCO, CALIFORNIA TO PURCHASE A HIGHLY SPECIALIZED OUTDOOR FITNESS COURT INFRASTRUCTURE PRODUCT WITH AN INTEGRATED DIGITAL ECOSYSTEM AND FITNESS COURT MOBILE APP IN THE AMOUNT OF \$160,000 to come up for second reading on July 5, 2023. Motion was seconded by Councilor Varwig and passed 4-0 on first reading.**

Resolution 1385 – ****Councilor Varwig moved to approve Resolution 1385, A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR THE 2022-2023 FISCAL YEAR. Motion was seconded by Council President Hensley and passed 4-0.**

Resolution 1386 – This resolution would be brought back as a public hearing to the next meeting.

Resolution 1387 – ****Councilor Varwig moved to approve Resolution 1387, A RESOLUTION ADOPTING THE BUDGET, MAKING APPROPRIATIONS, AND IMPOSING AND CATEGORIZING TAXES FOR THE 2023-2024 FISCAL YEAR. Motion was seconded by Councilor Davis and passed 4-0.**

Resolution 1388 – Mr. Kytola said the Library had used the majority of their reserve balance and would not receive the bulk of their revenue until January 2024. The interfund loan was needed to cover the operational costs until the revenue was received. The loan would be repaid with interest.

****Council President Hensley moved to approve Resolution 1388, A RESOLUTION AUTHORIZING AN INTERFUND LOAN FROM THE CEMETERY PERPETUAL CARE FUND TO THE LIBRARY FUND IN THE AMOUNT OF \$500,000 AND AUTHORIZING REPAYMENT OF THE INTERFUND LOAN IN FISCAL YEAR 2023-2024. Motion was seconded by Councilor Varwig and passed 4-0.**

Resolution 1389 – This resolution would be brought back as a public hearing to the next meeting.

Resolution 1390 – Mr. Lindsay said this was done every year to update the volunteer numbers and hours.

****Councilor Varwig moved to approve Resolution 1390, A RESOLUTION EXTENDING WORKERS COMPENSATION COVERAGE TO VOLUNTEERS OF THE CITY OF CANBY AND REPEALING RESOLUTION 1371. Motion was seconded by Councilor Davis and passed 4-0.**

OLD BUSINESS: Soul Source Outdoor Fitness Court – This item had already been discussed above.

City Administrator Recruitment Matrix – There was discussion regarding whether or not to delay the process and parallel recruitment for the City Attorney position. There was consensus to select a firm at the next meeting.

MAYOR'S BUSINESS: Mayor Hodson reported on the upcoming Independence Day celebration and groundbreaking for the Canby Center on June 28. He asked if there was consensus to direct staff to partner with a realtor for land purchases for future development.

There was consensus to move forward with the idea.

COUNCILOR COMMENTS & LIAISON REPORTS: Councilor Padden suggested setting up a class for the Budget Committee, mid-year budget review on January 18, 2024, hiring a grant writer, and starting the budget process earlier so they could ask questions before the Budget Committee meetings started. At the last Canby Utility Board meeting there was discussion regarding the Water Master Plan and recent power outage. He reminded everyone to leave down electrical equipment alone.

Councilor Davis reported on the power outage event. He suggested putting up signage for City Hall and the Police Department. He discussed the Parks and Recreation Advisory Board upcoming presentation on athletic fields, Maple Street Park work contracts, Auburn Farms, Community Park, Legacy Park, and park naming process. He asked if a response could be drafted to Dr. Perman on the cul-de-sac issue. The Adult Center had a 50-plus anniversary luncheon, Father's Day luncheon, and other events. Hope Village had donated \$670 to the Fire District. There would be antique fire trucks in the Independence Day parade.

Councilor Varwig congratulated all of the high school graduates. He discussed upcoming Allegro recitals.

Council President Hensley reported on the Traffic Safety Commission meeting where DUIs and ODOT grant for police enforcement in construction zones was discussed.

CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS: Eileen Stein, Interim City Administrator, discussed the upcoming Clackamas Cities Dinner and Human Resources Director recruitment.

CITIZEN INPUT: None.

ACTION REVIEW:

1. Approved the Consent Agenda.
2. Adopted Ordinances 1603 and 1604.
3. Approved Ordinance 1605 to second reading on July 5, 2023.
4. Approved Resolutions 1385, 1387, 1388, and 1390.
5. Directed staff to reach out to recruitment firms.

The meeting adjourned at 8:50 p.m.

Maya Benham
City Recorder

Brian Hodson
Mayor

Assisted with Preparation of Minutes - Susan Wood



CITY COUNCIL STAFF REPORT

Meeting Date: 8/16/2023

To: The Honorable Mayor Hodson & City Council

Thru: Eileen Stein, Interim City Administrator

From: Curt McLeod, CURRAN-MCLEOD, Inc

Agenda Item: Consider Ordinance No. 1607, An Ordinance Authorizing the Interim City Administrator to execute a contract with Curran-McLeod, Inc. in the amount of \$159,000 for design and construction phase engineering services for improvements to NE 10th Avenue from N. Locust Street to N. Pine Street. (*Second Reading*)

Goal: N/A

Objective: N/A

Summary

This Ordinance is to approve the engineering contract with Curran-McLeod, Inc. in the amount of \$159,000 for design and construction phase engineering for street improvements to NE 10th Avenue, from N Locust Street to N Pine Street. Improvements will include a curb and sidewalk on both sides of the road, widening and overlay of the existing travel lanes, and associated utilities.

Background

This project has been listed in the Transportation System Plans since 1994 and has been delayed due to funding. The most recent TSP in 2010 and the System Development Charge in 2013 included this project as a pedestrian improvement to complete the sidewalk construction.

The current Transportation SDC (2013) included an estimate of \$830,000 for improvements from Holly Street to Pine Street. Adjusting to 2023 dollars equates to \$1,167,000. For full street improvements from Locust to Pine Streets, the City has budgeted \$1.9 million for FY 23-24.

Discussion

The existing right-of-way width on NE 10th Avenue is 40 feet wide. To construct the typical Neighborhood Route cross section detailed in the TSP, the right-of-way width would need to be 50 feet wide. The typical section includes two 10-foot travel lanes, two 8-foot parking spaces, and two 6' sidewalks. A neighborhood route does not require a separate bike lane.

In 2010 the City began securing easements from adjoining property owners to expand the existing 40-foot right-of-way to accommodate on-street parking. To date the City has secured approximately half of the easements desired. The City has offered each property owner the option of on-street parking if they provide the easement. In the absence of easements, the improvements will still include full width travel lanes centered within the existing right-of-way, however, the section will not include on-street parking without the easement.

Attachments

Ordinance No. 1607

Personal Services Contract with CURRAN-McLEOD, INC.

Fiscal Impact

This project is budgeted at \$1.9 million for FY 23-24 and is funded by Transportation System Development Charge Improvement and Reimbursement fees.

Options

1. Approve the project.
2. Postpone the project.

Recommendation

That the City of Canby approve Ordinance 1607 authorizing the Interim City Administrator to execute a contract with CURRAN-McLEOD, INC., in the amount of \$159,000 for design and construction phase engineering services for improvements to NE 10th Avenue from N Locust Street to n Pine Street.

Proposed Motion

"I move to adopt Ordinance 1607 authorizing the Interim City Administrator to execute a contract with CURRAN-McLEOD, INC. in the amount of \$159,000 for design and construction phase engineering services for improvements to NE 10th Avenue from N Locust Street to N Pine Street."

ORDINANCE NO. 1607

AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CURRAN-MCLEOD, INC IN THE AMOUNT OF \$159,000 FOR DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR IMPROVEMENTS TO NE 10TH AVENUE FROM N. LOCUST STREET TO N. PINE STREET.

WHEREAS, the City of Canby seeks to improve NE 10th Avenue from N. Locust Street to N. Pine Street;

WHEREAS, the City of Canby went through a competitive process to hire Curran-McLeod, Inc. Consulting Engineers as engineer of record, and Curran-McLeod, Inc. has been involved with all preliminary planning of NE 10th Avenue including this project; and

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

NOW THEREFORE, THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Interim 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 CURRAN-MCLEOD, INC. for engineering services in an amount not to exceed \$159,000 for improvements to NE 10th Avenue from N. Locust Street to N. Pine Street.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, August 2, 2023 ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, August 16, 2023 commencing at the hour of 7:00 PM in the Council Chambers located at 222 NE 2nd Avenue, 1st Floor Canby, Oregon.

Maya Benham,
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the Wednesday August 16, 2023, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Maya Benham,
City Recorder

CITY OF CANBY
NE 10th AVENUE LOCUST TO PINE STREET IMPROVEMENTS
AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made this _____ day of _____, 2023, 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 improve NE 10th Avenue from N Locust Street to N Pine Street 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 defined in the June 19, 2023, correspondence 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 benchmarks 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 inspect 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 Engineering:

- Eighty-Seven Thousand and No/100 Dollars (\$87,000)

Construction Engineering:

- Seventy-Two Thousand and No/100 Dollars (\$72,000)

2. The compensation for the above Engineering Services shall be as follows:
 - a. Design Services shall include items A-1 through A-5.
 - b. Billings shall be submitted monthly by the ENGINEER for Design Services during the previous month. Payments shall be made for these billings within 30 days. Billings shall be based on percent of completion for Design services. The ENGINEER will provide a status report with the billing as requested.
 - 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.
3. The budget figures shown above shall not be exceeded except by express written authorization of the OWNER.
4. Billings for Engineering Services shall be submitted in a format consistent with the payment provisions and format of the Agreement.

SECTION C - RESIDENT CONSTRUCTION INSPECTION

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

SECTION D - ADDITIONAL ENGINEERING SERVICES

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

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

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

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

SECTION E - OWNER'S RESPONSIBILITIES

1. The OWNER shall provide full information regarding his requirements for the project.
2. The OWNER shall designate, when necessary, a representative authorized to act on 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 with a copy of survey notes establishing benchmarks 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 Eighteen (18) 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 a 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 a 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 \$2,000,000 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 in and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of his services under this Agreement. Any interest on the part of the ENGINEER or his employees must be disclosed to the OWNER.
14. INDEPENDENT CONTRACTOR. It is agreed that ENGINEER is providing the services hereunder as an independent contractor and not as an employee of OWNER.

OWNER shall have no right to control the manner of the performance of the services but may place restrictions on ENGINEER relating to use of OWNERS premises. As an independent contractor, ENGINEER shall not be eligible to receive benefits otherwise provided to employees of the OWNER.
15. The records and documents with respect to all matters covered by the Agreement shall be subject at all times to inspection, review or audit by the OWNER, County, Federal or State officials so authorized by law during the performance of this contract. Required records shall be retained for a period of three (3) years after termination of this Agreement
16. No member or delegate to the Congress of the United States and no Resident Commissioner or City Official shall be admitted to any share or part of this Agreement or to any benefit that may arise hereunder.

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

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

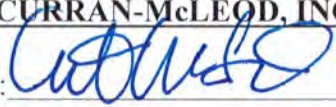
OWNER: <u>CITY OF CANBY</u>	ENGINEER: <u>CURRAN-McLEOD, INC.</u>
SIGNATURE: _____	SIGNATURE: <u></u>
NAME: _____	NAME: <u>CURT McLEOD</u>
TITLE: _____	TITLE: <u>PRINCIPAL</u>
DATE: _____	DATE: <u>6.19.23</u>

EXHIBIT A

CURRAN-MCLEOD, INC.
CONSULTING ENGINEERS
6655 S.W. HAMPTON STREET, SUITE 210
PORTLAND, OREGON 97223

June 19, 2023

Mr. Dave Conner
City of Canby
222 NE 2nd Avenue
Canby, OR 97013

**RE: CITY OF CANBY
NE 10th AVENUE IMPROVEMENTS
ENGINEERING WORK SCOPE**

Dear Dave:

We have reviewed the work required to improve NE 10th Avenue, from Locust to Pine Street, which is anticipated to be funded in FY 23-24. A portion of this project was designed in 2015, including street improvements from Locust Street to N Maple Street, although that work was suspended before completing the design. The work scope in this proposal letter includes updating those plans as well as continuing east to Pine Street.

NE 10th Avenue is a Neighborhood Route in the TSP. A neighborhood route is intended to be 36-foot wide and include 10-foot travel lanes and 8-foot parking on both sides. Neighborhood Routes do not have dedicated bike lanes. The TSP standard cross section calls for planter strips and 6-foot sidewalks. In total the right-of-way would need to be 62 feet wide to meet the TSP requirements.

Due to limited ROW, the improvements are proposed to be reduced to include two 10-foot travel lanes, 8-foot parking on both sides, with a curb-tight 6' sidewalk. This would require a minimum of a 50-foot ROW.

The existing right-of-way on NE 10th Avenue is typically 40 feet so additional easements are required to implement the 50-foot cross section. Any property that has been subdivided was required to dedicate an additional 10 feet, so these areas do not need easements. In total, forty-six easements are required, and the City has already secured 23 of them.

Property owners have been presented the option of having on-street parking if they provide the easement, or no on-street parking if they do not. In either case, the improvements will include curb and 6-foot curb-tight sidewalks. The travel lanes can be centered on the original 40-foot ROW, but the curb lines will jog to provide the on-street parking where easements have been secured. This will require the parking bays to slope towards the street and the drainage to follow a valley gutter concept.

The scope of this proposed work consists of full street reconstruction to include storm drainage, curb & gutter, 6' sidewalks on both sides between N. Locust Street and N. Pine Street, with a total length of approximately 2,400 lineal feet.

Mr. Dave Conner
June 19, 2023
Page 2

Storm water improvements will be required as part of the street improvements and will include additional drywells. We have included new cleanouts for the sewer laterals to relocate them behind the new curb. The City needs to confirm whether additional sanitary sewer improvements are needed before paving, including lateral replacement or new lateral installations.

We will coordinate with Canby Utility and the private utility providers to determine if they need improvements in this reach.

Construction Cost Estimate:

The current cost is estimated at \$2,100,000 for full street reconstruction with curb & gutter, including storm drainage improvements with curb inlet basins, pollution control manholes, and four drywells, new sanitary sewer cleanouts, and an allowance for private utility trenching and lighting. This includes a contingency of approximately \$255,000.

Engineering Cost Estimate:

Total engineering costs are estimated at slightly less than 10%. Following is an estimate of engineering costs to prepare plans & specifications, solicit bids, and administer the construction contract:

Design Phase Engineering

Research, Field Surveys	\$ 15,000
Roadway & Sidewalk Design	20,000
Public/Private Utilities	22,000
Graphics, 14 sheets	20,000
Easement Assistance	6,000
Contract Documents	<u>4,000</u>
Design Phase Total	\$87,000

Construction Phase Engineering

Bid Procedure	\$ 5,000
Construction Staking	20,000
Contract Administration	15,000
Inspection, (est 160 hours)	28,000
As Built & Project Closeout	<u>4,000</u>
Construction Phase Total	\$72,000

Mr. Dave Conner
June 19, 2023
Page 3

The scope of engineering does not include the advertisement, BOLI Public Works Fee, compaction, or geotechnical testing. These costs are estimated at \$7,500 and will be paid as part of the project contingency included in the estimates.

Project Schedule:

We anticipate preparing a form letter for the City to contact the property owners where easements are needed. These property owners should have one last offer of on-street parking in exchange for donating their easement. Once the final contacts are complete, the final design can be completed for soliciting bids in early spring of 2024. The project could be accelerated if the City desires to bid the work this fall.

We have enclosed a draft engineering contract for your review and approval. If you would like any revisions or have any questions, please call.

Sincerely,

CURRAN-McLEOD, INC.

A handwritten signature in black ink, appearing to read 'Curt', written in a cursive style.

Curt McLeod, PE
Project Engineer

Enclosures: Construction Cost Estimate
Draft Engineering Contract

STANDARD HOURLY RATES

Effective July 1, 2022

Senior Principal Engineer	\$ 165.00
Principal Engineer	155.00
Project Engineer/Manager	145.00
Design Engineer/Sr. Design Tech	120.00
Design Technician/Inspector	90.00
Graphics Technician	80.00
Word Processing	70.00
Sub-Consultants	At Cost

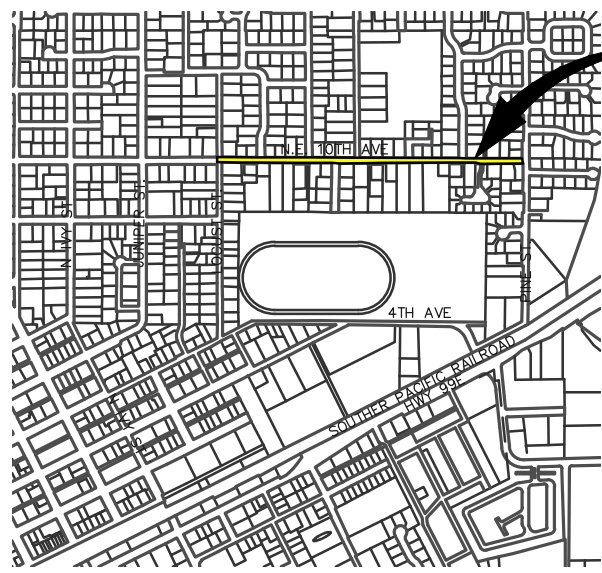
REIMBURSABLE EXPENSES

CURRAN-McLEOD, INC. does not routinely invoice any reimbursable expenses. Auto expense, meals, travel, lodging, communication, publishing, and miscellaneous operating costs are all included in our established hourly rates and project budgets.

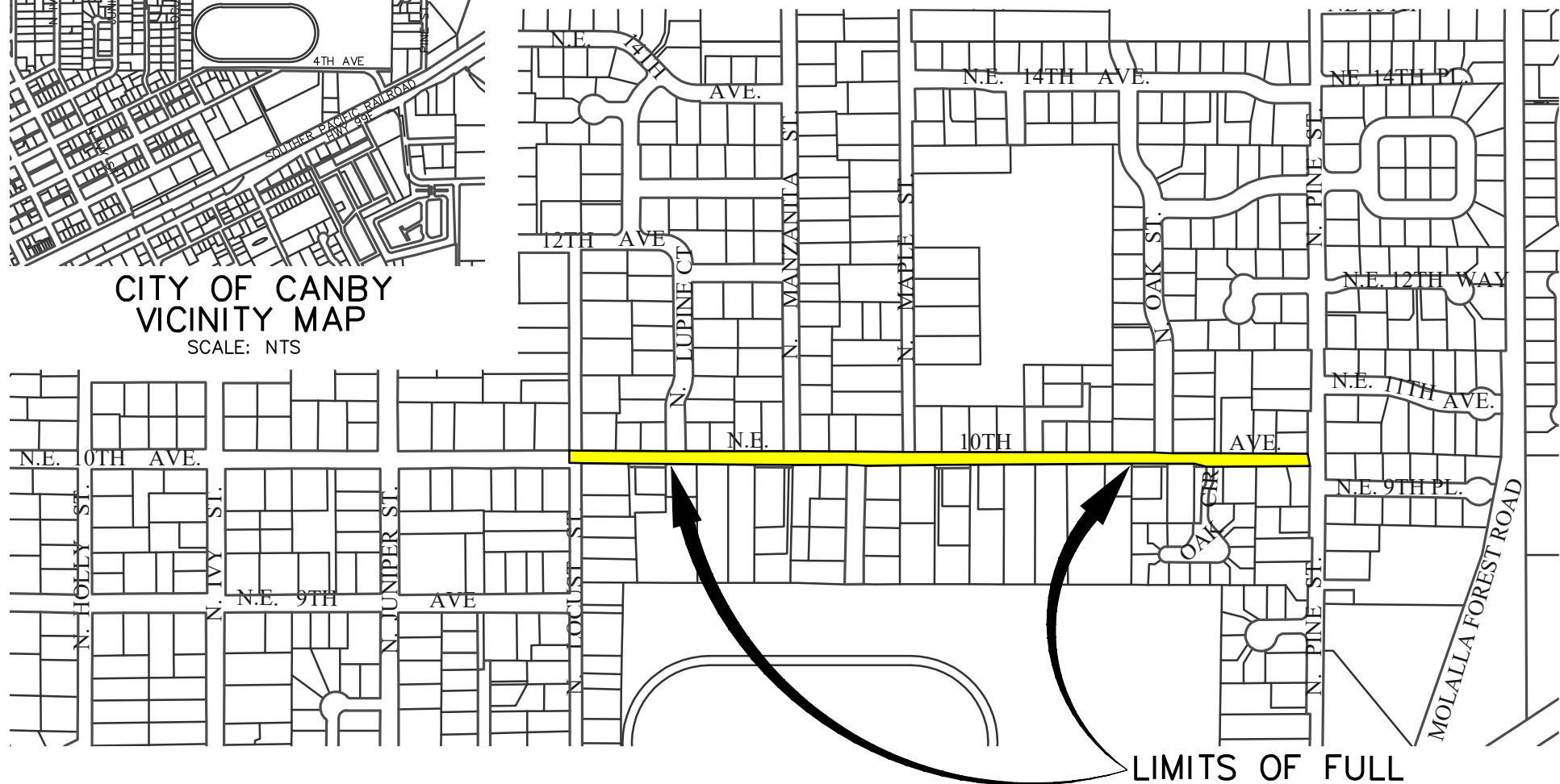
J:\Canby\1514 NE 10th Ave CDBG Improvements\DWG\1009-NE 10TH ST (rev 2023).dwg, 8/4/2023 9:26:44 AM, DWG To PDF.pc3

CITY OF CANBY N.E. 10TH AVE IMPROVEMENTS N LOCUST ST. TO N. PINE ST.

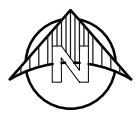
AUGUST 2023



CITY OF CANBY
VICINITY MAP
SCALE: NTS



LIMITS OF FULL
ROADWAY
IMPROVEMENTS



SCALE: 1"=500'

LEGEND

-  FULL STREET IMPROVEMENT
INCLUDES SIDEWALK, CURB & GUTTER



CITY COUNCIL STAFF REPORT

Meeting Date: 8/16/2023

To: The Honorable Mayor Hodson & City Council

Thru: Eileen Stein, Interim City Administrator

From: Curt McLeod, CURRAN-MCLEOD, Inc

Agenda Item: Consider Ordinance No. 1608, Authorizing the Interim City Administrator to execute a contract with CURRAN-MCLEOD, INC. in the amount of \$90,000 for design and construction phase engineering services for realignment of N Pine Street at NE 4th Avenue. (*Second Reading*)

Goal: N/A

Objective: N/A

Summary

This Ordinance is to approve the engineering contract with CURRAN-MCLEOD, INC. in the amount of \$90,000 for design and construction phase engineering for realignment of N Pine Street at NE 4th Avenue. This project is intended to reduce congestion of the Pine Street and Highway 99E intersection.

Background

This project is listed in the Transportation System Plan as project L3 to improve the intersection congestion at N Pine and NE 4th Avenue. In recent years, the City added a stop sign to the southbound SE 4th Avenue traffic at the Pine Street intersection adjacent to the railroad to reduce traffic conflicts and reduce traffic delays.

The City has met and discussed realignment of the N Pine Street and NE 4th Avenue intersection with the impacted property owners several times over the past decade. In our most recent meeting, the property owners were supportive of exploring realignment options.

Discussion

The goal of the project would be to provide separation between the railroad and the N Pine Street/NE 4th Ave intersection to improve traffic movement. Additionally, the project needs to maintain the viability of the existing businesses and provide for future industrial development of the impacted lot.

The project will primarily impact two light industrial zoned tax lots owned by the same property owner. Most of the realigned roadway will cross their undeveloped tax lot. This lot is paved and currently provides an abundance of parking area for their adjacent developed lot, which has the Auto Max of Oregon business. Once the roadway is realigned, a separate lot would be created, and the existing N Pine Street alignment can be vacated to partially replace the area required for the realignment.

The realignment will also have minor impacts on the Canby Depot Museum property although it will not impact the building or parking area.

The portion of N Pine Street northeast of NE 4th Avenue and adjacent to the railroad is a City street. Once N Pine Street turns to the north and continues to Territorial Road, it is under County jurisdiction. The proposed realignment will all be on the City's street section, and the street improvements will extend to the connection with the County road, a total of approximately 350 feet.

This project will abut the Clackamas County Event Center but will have no impact on their property.

Attachments

Ordinance Number 1608

Personal Services Contract with CURRAN-McLEOD, INC.

Fiscal Impact

This project is budgeted at \$850,000 for FY 23-24 and is funded by Transportation System Development Charge Improvement fees.

Options

1. Approve the project.
2. Postpone the project.

Recommendation

That the City of Canby approve Ordinance 1608 authorizing the Interim City Administrator to execute a contract with CURRAN-McLEOD, INC., in the amount of \$90,000 for design and construction phase engineering services for realignment of N Pine Street at NE 4th Avenue.

Proposed Motion

"I move to adopt Ordinance 1608 authorizing the Interim City Administrator to execute a contract with CURRAN-McLEOD, INC. in the amount of \$90,000 for design and construction phase engineering services for realignment of N Pine Street at NE 4th Avenue."

ORDINANCE NO. 1608

AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CURRAN-MCLEOD, INC IN THE AMOUNT OF \$90,000 FOR DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR REALIGNMENT OF N. PINE STREET AT NE 4TH AVENUE.

WHEREAS, the City of Canby seeks to improve N. Pine Street at NE 4th Avenue;

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

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

NOW THEREFORE, THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Interim 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 CURRAN-MCLEOD, INC. for engineering services in an amount not to exceed \$90,000 for improvements to N. Pine Street at NE 4th Avenue.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, August 2, 2023 ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, August 16, 2023 commencing at the hour of 7:00 PM in the Council Chambers located at 222 NE 2nd Avenue, 1st Floor Canby, Oregon.

Maya Benham,
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the Wednesday August 16, 2023, by the following vote:

YEAS_____

NAYS_____

Brian Hodson
Mayor

ATTEST:

Maya Benham,
City Recorder

**CITY OF CANBY
N PINE STREET & NE 4th AVENUE RELOCATION
AGREEMENT FOR ENGINEERING SERVICES**

This Agreement is made this _____ day of _____, 2023, 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 realign N Pine Street where it connects to NE4th Avenue to relocate the intersection further from Highway 99E, 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 defined in the June 20, 2023, correspondence 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 benchmarks 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 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 inspect 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 Engineering:

- Fifty-Four Thousand and No/100 Dollars (\$54,000)

Construction Engineering:

- Thirty-Six Thousand and No/100 Dollars (\$36,000)

2. The compensation for the above Engineering Services shall be as follows:
 - a. Design Services shall include items A-1 through A-5.
 - b. Billings shall be submitted monthly by the ENGINEER for Design Services during the previous month. Payments shall be made for these billings within 30 days. Billings shall be based on percent of completion for Design services. The ENGINEER will provide a status report with the billing as requested.
 - 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.
3. The budget figures shown above shall not be exceeded except by express written authorization of the OWNER.
4. Billings for Engineering Services shall be submitted in a format consistent with the payment provisions and format of the Agreement.

SECTION C - RESIDENT CONSTRUCTION INSPECTION

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

SECTION D - ADDITIONAL ENGINEERING SERVICES

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

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

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

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

SECTION E - OWNER'S RESPONSIBILITIES

1. The OWNER shall provide full information regarding his requirements for the project.
2. The OWNER shall designate, when necessary, a representative authorized to act on 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 with a copy of survey notes establishing benchmarks 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 Eighteen (18) 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 a 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 a 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.

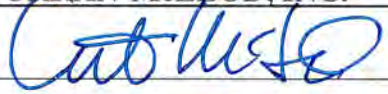
10. The ENGINEER agrees to acquire and maintain for the duration of this Agreement, Professional Liability Insurance in the nominal amount of \$2,000,000 per occurrence and \$2,000,000 aggregate.
11. The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will 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 in and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of his services under this Agreement. Any interest on the part of the ENGINEER or his employees must be disclosed to the OWNER.
14. INDEPENDENT CONTRACTOR. It is agreed that ENGINEER is providing the services hereunder as an independent contractor and not as an employee of OWNER.

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

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

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

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

OWNER: <u>CITY OF CANBY</u>	ENGINEER: <u>CURRAN-McLEOD, INC.</u>
SIGNATURE: _____	SIGNATURE: <u></u>
NAME: _____	NAME: <u>CURT McLEOD</u>
TITLE: _____	TITLE: <u>PRINCIPAL</u>
DATE: _____	DATE: <u>JULY 21, 2023</u>

June 20, 2023

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

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

Mr. Dave Conner
City of Canby
222 NE 2nd Avenue
Canby, OR 97013

**RE: CITY OF CANBY
N PINE STREET - NE 4th AVENUE REALIGNMENT
ENGINEERING WORK SCOPE**

Dear Dave:

We have reviewed the work required to realign N Pine Street to provide more separation to the intersection with Highway 99E, to reduce congestion at the intersection. We have discussed this project with the property owners on this route, and believe an alternative route is feasible although a challenge. The realignment needs to avoid impacting operation of the Canby Depot museum, avoid encroaching into the Clackamas County Event Center property, and minimize impacts to the adjacent industrial properties.

The challenges for this realignment include avoiding impacts to the Event Center while also avoiding impact to the existing power pole located at the NE corner of the Depot site. The pole has primary power and a transformer supporting the adjacent buildings. The centerline radius for this collector will need to be approximately 50-foot to be able to access NE 4th Avenue close to perpendicular, and we are not able to provide the minimum tangent length to the point of curvature. However, the roadway alignment will function acceptably and will improve the congestion and safety of the area.

All the impacted properties are zoned as light industrial. The TSP has identified this route as a future collector ultimately crossing the railroad and connecting to Otto Road. This current phase of the work will include realignment of a collector street that reconnects to the existing Pine Street alignment, immediately east of the auto body shop. The realignment would include approximately 450 feet of new roadway.

Per the TSP, a collector street includes two 11-foot travel lanes, optional 8-foot on-street parking, 5' – 6' bike lanes, and 6' – 8' sidewalks. Minimum cross section with parking would be 48-foot curb-to-curb, within a minimum 62-foot right-of-way. To minimize the ROW needed for this realignment, and to minimize traffic congestion, we recommend no on-street parking be included in this design. The minimum curb-to-curb dimension can be reduced to 34 feet, and minimum right-of-way with 5' curb tight sidewalks would be 46 feet.

We anticipate the realignment will impact three properties before reconnecting to the existing 40-foot right of way on N Pine Street. Currently NE 4th Avenue ROW extends east beyond the current NE 4th Avenue street improvements, extending to the eastern boundary of the Event Center. To connect this to the new alignment will require securing ROW from three properties: 3 1E 31DA Tax Lots 502 (Depot property) and 600 (Autobody parking), and 3 1E 33AD Tax Lot 1701 (Autobody).

Mr. Dave Conner
June 20, 2023
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This alignment is shown on the attached sketch and will reconnect to and retain the existing alignment at the curve onto the existing north-south section of Pine Street. This minimizes any impacts to the property to the east and avoids impacting any County roads. Pine Street is only a county road on the north-south section. The connection to NE 4th Ave is City jurisdiction. The work scope will include removing the existing roadway section.

The scope of this proposed work consists of securing right-of-way, constructing 450 feet of full street improvements to include storm drainage, curb & gutter, 5' sidewalks on the North side and sidewalks only from NE 4th Ave to the Depot on the south side, and street lighting. The sanitary sewer from N Pine street will need to extend to the new alignment and serve the adjacent auto body building and potentially the Depot. We anticipate the property owner will request this service stub as a condition of approval for the ROW.

There is a large diameter waterline in the existing N Pine Street ROW that will require retaining an easement in the vacation area. This line will limit the available area for commercial development and may eliminate the benefit to the Autobody property entirely. If that is the case, the City would need to purchase the required dedication and potentially purchase the remnant parking area SW of the new roadway.

If the City ultimately does purchase the ROW and parking area, that would eliminate the need to partition the property.

Construction Cost Estimate:

The total project cost is estimated at \$690,000 for the 450-foot construction as shown on the attached estimate. This includes a contingency of approximately \$100,000.

Engineering Cost Estimate:

Following is an estimate of engineering costs to secure the properties, prepare plans & specifications, solicit bids, and administer the construction contract:

Design Phase Engineering

Research, Field Surveys	\$ 8,000
ROW Acquisition Documents	6,000
Roadway & Sidewalk Design	10,000
Public/Private Utilities	8,000
Graphics, 8 sheets	10,000
Partition/Vacation/Recording	8,000
Contract Documents	<u>4,000</u>
Design Phase Total	\$54,000

Mr. Dave Conner
June 20, 2023
Page 3

Construction Phase Engineering

Bid Procedure	\$ 4,000
Construction Staking	10,000
Contract Administration	8,000
Inspection, (est 80 hours)	10,000
As Built & Project Closeout	<u>4,000</u>
Construction Phase Total	\$36,000

To create the new right of way may require a planning department approval of a partition of Tax Lot 600 (Autobody parking lot), dedicating ROW from the Tax Lot 502 (Depot lot) and Tax Lot 601 (Autobody), installing new property irons, and last, recording the new lot lines.

The scope of engineering does not include the bid advertisement, BOLI Public Works Fee, planning department partition or vacation fees, County partition fees, recording costs, and geotechnical testing. These costs are estimated at \$12,000 - \$15,000 and will be paid as part of the project contingency or line item listed in the estimate.

Project Schedule:

The design for the realignment will be dependent upon securing the right-of-way and planning department approval for the partition and vacation. Once the ROW is secured, the final design can be completed in 60 days for soliciting bids in early 2024 and construction completion in 2024.

We have enclosed a contract for the City's review and approval. Please call if you have questions or concerns.

Sincerely,

CURRAN-McLEOD, INC.



Curt McLeod, PE
Project Engineer

Enclosures: Construction Cost Estimate
Alignment Sketch
Draft Engineering Contract

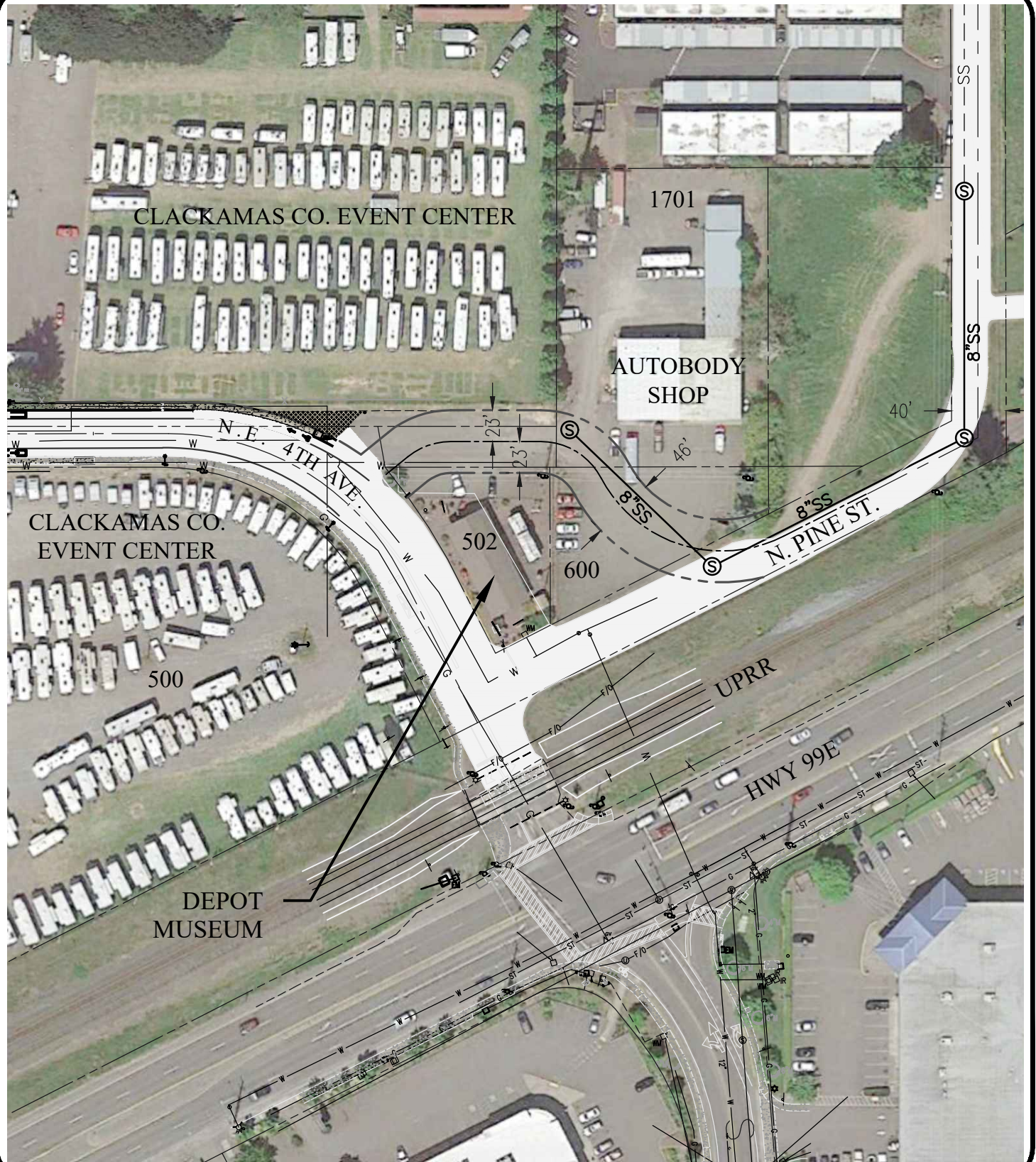
STANDARD HOURLY RATES

Effective July 1, 2022

Senior Principal Engineer	\$ 165.00
Principal Engineer	155.00
Project Engineer/Manager	145.00
Design Engineer/Sr. Design Tech	120.00
Design Technician/Inspector	90.00
Graphics Technician	80.00
Word Processing	70.00
Sub-Consultants	At Cost

REIMBURSABLE EXPENSES

CURRAN-McLEOD, INC. does not routinely invoice any reimbursable expenses. Auto expense, meals, travel, lodging, communication, publishing, and miscellaneous operating costs are all included in our established hourly rates and project budgets.



SCALE: 1"=100'

CITY OF CANBY
N.E. 4TH AVE. & N. PINE STREET
R.O.W. REALIGNMENT
CLACKAMAS COUNTY, OREGON

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS

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



CITY COUNCIL STAFF REPORT

Meeting Date: 8/16/2023

To: The Honorable Mayor Hodson & City Council

Thru: Eileen Stein, Interim City Administrator

From: Jamie Stickel, Economic Development Director

Agenda Item: Consider Ordinance No. 1609, Authorizing the Interim City Administrator to approve the expenditure of \$200,000 to Canby Library Holdings for the redevelopment of the former Canby Public Library as part of the Oregon Main Street Revitalization Grant. *(First Reading)*

Goal: N/A

Objective: N/A

Summary

The City of Canby applied for and was awarded a \$200,000 Oregon Main Street Revitalization Grant from Oregon Parks and Recreation Department (OPRD) to redevelop the former Canby Public Library, 292 N Holly Street.

Background

The City of Canby was awarded an Oregon Main Street Revitalization Grant in 2019 for the former Canby Public Library building. The City owned the building and applied for the grant to put towards the redevelopment of the building. City staff began work with LRS Architects on a rendering and cost estimates to turn the vacant library building into a public market with retail and office spaces. The renderings and cost estimates came back and proved to be cost prohibitive for the City to proceed with their plans.

In early 2020, the City of Canby received numerous inquiries about the status of the former Canby Public Library building. At that time, the City Council directed City staff to move forward with a Request for Expressions of Interest to further gauge interest in sale or lease of the building. City staff brought the proposals back to the City Council in May 2020. Throughout 2020, the City Council negotiated with Canby Library Holdings (who also own Oregon City Brewing Company) on their concept for the Canby Beer Library.

The purchase and sale agreement was signed in February 2021 which saw the sale of the former Canby Public Library building for \$500,000 with a \$100,000 promissory note. The City will hold the promissory note until Canby Library Holdings completes renovations exceeding \$1,000,000. Both parties also agreed to work with the OPRD staff to update the scope of work for the Oregon Main Street Revitalization Grant and utilize the \$200,000 grant for the redevelopment of the building. OPRD approved the changes and City staff has submitted progress reports on the project throughout this time.

The grant period closed on June 30th, 2023 and all final grant documents were submitted to the OPRD. City of Canby staff and Canby Library Holdings worked together to provide documentation of invoices, photos, and inspections. The final grant report was approved by the OPRD in July 2023 and the City of Canby was issued a check for \$200,000.

Discussion

The City received the \$200,000 check from OPRD and staff seeks approval from the Canby City Council to authorize the Interim City Administrator to approve the expenditure of \$200,000. The expenditure amount is outside the Interim City Administrators' spending authorization and meets the threshold of requiring an ordinance.

Attachments

- Ordinance 1609
- Purchase and Sale Agreement for the former Canby Public Library building

Fiscal Impact

None.

Options

- Approve Ordinance 1609 authorizing the Interim City Administrator to approve the expenditure of \$200,000 to Canby Library Holdings for the Redevelopment of the former Canby Public Library as part of the Oregon Main Street Revitalization Grant.
- Deny Ordinance 1609 authorizing the Interim City Administrator to approve the expenditure of \$200,000 to Canby Library Holdings for the Redevelopment of the former Canby Public Library as part of the Oregon Main Street Revitalization Grant.

Recommendation

City staff recommends the Canby City Council approve Ordinance 1609 authorizing the Interim City Administrator to approve the expenditure of \$200,000 to Canby Library Holdings for the redevelopment of the former Canby Public Library as part of the Oregon Main Street Revitalization Grant.

Proposed Motion

"I move to approve Ordinance 1609, an ordinance authorizing the Interim City Administrator to approve the expenditure of \$200,000 to Canby Library Holdings for the Redevelopment of the former Canby Public Library as part of the Oregon Main Street Revitalization Grant to a second reading on September 6, 2023."

ORDINANCE NO. 1609

AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO APPROVE THE EXPENDITURE OF \$200,000 TO CANBY LIBRARY HOLDINGS FOR THE REDEVELOPMENT OF THE FORMER CANBY PUBLIC LIBRARY AS PART OF THE OREGON MAIN STREET REVITALIZATION GRANT.

WHEREAS, the City of Canby applied for and was awarded an Oregon Main Street Revitalization Grant in 2019 for \$200,000 for the redevelopment of the former Canby Public Library Building located at 292 N Holly Street;

WHEREAS, the City of Canby sold the former Canby Public Library building to Canby Library Holdings in 2021 after declaring the property surplus and in the best interest of the City to sell the property;

WHEREAS, the Canby City Council agreed to the purchase and sale agreement terms which stated the sale price for the former Canby Public Library building would be \$500,000 and the purchaser would be eligible to apply the Oregon Main Street Revitalization Grant towards the development of the former Canby Public Library building;

WHEREAS, City of Canby staff worked with Canby Library Holdings and Oregon Parks and Recreation Staff to ensure the new proposed scope of work on the building would be eligible and appropriate for the grant funding; and

WHEREAS, Canby Library Holdings fulfilled its obligation to provide the City of Canby with documentation for the Oregon Main Street Revitalization Grant including invoices, photos, and inspections which was submitted on June 30, 2023 and approved by the Oregon Parks and Recreation Department in July 2023.

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

Section 1. The Interim City Administrator is hereby authorized on behalf of the City of Canby to approve the expenditure in the amount of \$200,000.

Section 2. The effective date of this Ordinance shall be Friday, October 6, 2023.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, August 16, 2023, ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, September 6, 2023, commencing at the hour of 7:00PM in the Council Chambers located at 222 NE 2nd Avenue, 1st Floor Canby, Oregon.

Maya Benham
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 6th day of September 2023, by the following vote:

YEAS _____ NAYS _____

Brian Hodson
Mayor

ATTEST:

Maya Benham
City Recorder

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of this 17th day of March, 2021 (the "Effective Date"), by and between CITY OF CANBY ("Seller") and CANBY LIBRARY HOLDINGS, LLC, an Oregon limited liability company ("Purchaser").

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

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

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

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

1. Purchase - Sale.

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

2. Purchase Price.

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

3. Payment of Purchase Price.

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

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

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

4. Escrow.

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

5. Preliminary Title Report, Title Insurance.

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

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

6. Conditions Precedent.

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

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

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

(b) Purchaser's Option to Extend the Inspection Period; Extension Deposit.

Purchaser shall have one (1) option to extend the Inspection Period for ninety (90) days (the "Inspection Period Extension"). Purchaser may exercise the Inspection Period Extension, extending the Inspection Period for ninety (90) days, by:

(i) providing written notice to Seller, and

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

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

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

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

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

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

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

9. Pre-Closing Deliveries.

(a) By Seller:

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

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

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

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

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

(b) By Purchaser:

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

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

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

10. Closing.

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

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

(b) Record the deed;

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

(d) Deliver to Purchaser the Title Policy;

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

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

11. Closing Costs.

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

12. Condition of Property and Improvements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Risk of Loss.

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

14. Commissions.

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

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

15. Effect of Acceptance.

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

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

16. Remedies; Purchaser's Release.

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

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

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

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

17. No Waiver.

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

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

18. Notices.

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

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

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

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

19. Tax-Deferred Exchange.

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

20. Assignment.

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

21. Attorney Fees.

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

22. Governing Law.

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

23. Survival.

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

24. Time of Essence.

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

25. Counterparts.

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

26. Invalidity of Provisions.

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

27. Operation of Property.

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

28. Counting of Days.

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

29. Nondisclosure.

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

30. Statutory Disclaimer.

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

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

SELLER:

CITY OF CANBY

By: 
Canby City Administrator

PURCHASER:

CANBY LIBRARY HOLDINGS, LLC

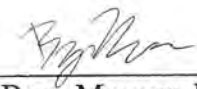
By: 
Bryce Morrow, Member

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

SELLER'S DOCUMENTS

Preliminary Title Report, including copies of all exceptions.

ALTA Survey, if any.

Soils Report, if any.

Architectural and/or engineering plans, if any.

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

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

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

Copies of all lease agreements and amendments for all tenants.

EXHIBIT C

NOTE

\$5,000.00

March 17th, 2021


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

This Note is due and payable within one (1) business day following the expiration of the Inspection Period as set forth in Section 6(a) of that certain Purchase and Sale Agreement dated March 17th, 2021, between CITY OF CANBY ("Seller") and the CANBY LIBRARY HOLDINGS, LLC ("Purchaser"). After that due date, this Note will bear interest at the rate of nine percent (5%) per annum.

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

PURCHASER:

CANBY LIBRARY HOLDINGS, LLC,
an Oregon Limited Liability Company

By: 
Its: Member
Date: 03/17/2021

PROMISSORY NOTE

\$100,000.00

Canby, Oregon
February 17, 2021

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

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

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

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

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

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

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


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

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

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

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

CANBY LIBRARY HOLDINGS, LLC



By: Bryce Morrow, Member



FIRST AMERICAN TITLE Property Research Report

SUBJECT PROPERTY

292 N Holly St
00791593
31E33CA07800
Clackamas

OWNER

City Of Canby

DATE PREPARED

01/25/2021

PREPARED BY

ereyes-garcia@firstam.com



First American Title

Customer Service 503.219.8746

cs.oregon@firstam.com

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First American Title™

Customer Service Department

Phone: 503.219.TRIO (8746)

Fax: 503.790.7872

Email: cs.oregon@firstam.com

Date: 1/25/2021

OWNERSHIP INFORMATION

Owner: City Of Canby

CoOwner:

Site: 292 N Holly St Canby OR 97013

Mail: PO Box 930 Canby OR 97013

Parcel #: 00791593

Ref Parcel #: 31E33CA07800

TRS: 03S / 01E / 33 / SW

County: Clackamas

PROPERTY DESCRIPTION

Map Grid: 746-C6

Census Tract: 022904 Block: 2020

Neighborhood: CAN - Canby

School Dist: 86 Canby

Impr Type:

Subdiv/Plat: Canby

Land Use: 201 - Commercial land improved

Std Land Use: CMSC - Commercial Miscellaneous

Zoning: Canby-C1 - Central Business District

Lat/Lon: 45.263833 / -122.694512

Watershed: Lower Molalla River

Legal: 14 CANBY LTS 7&8 BLK 12[Y]183,641

ASSESSMENT AND TAXATION

Market Land: \$228,480.00

Market Impr: \$1,252,990.00

Market Total: \$1,481,470.00 (0)

% Improved: 85.00%

Assessed Total: \$924,437.00 (2020)

Levy Code: 086-042

Tax: \$0.00 (2020)

Millage Rate: 17.3648

Exemption:

Exemption Type: Cities and Towns

PROPERTY CHARACTERISTICS

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

SALES AND LOAN INFORMATION

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

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



First American Title™

Parcel ID: 00791593

Site Address: 292 N Holly St

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

Street Map



First American Title™

Parcel ID: 00791593

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

WARRANTY DEED - STATUTORY FORM
(INDIVIDUAL or CORPORATION)

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

Grantor, conveys and warrants to

CITY OF CANBY, A MUNICIPAL CORPORATION

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

Lot 7 and 8, Block 12, CANBY, in the County of Clackamas and State of Oregon.
(MAP AND TAX LOT NO. 31E J3CA 07800)

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

ENCUMBRANCES:

EASEMENTS OF RECORD.

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

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

Walter R. Daniels
WALTER R. DANIELS

Virginia E. Daniels
VIRGINIA E. DANIELS

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

Before me:

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

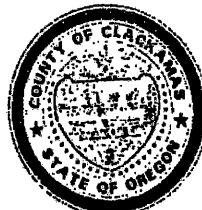
After recording return to:
CITY OF CANBY
182 W. Holly
Canby, Oregon 97013

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

4705 ED

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

1989 JUL 19 AM 10:27



Witness my hand and seal of office
John F. Kaufman
John F. Kaufman
County Clerk
Recording Certificate
CCF-94 (rev. 12-87)

89 30971

89 30971



CITY COUNCIL STAFF REPORT

Meeting Date: 8/16/2023

To: The Honorable Mayor Hodson & City Council

Thru: Eileen Stein, Interim City Administrator

From: Don Hardy, Planning Director

Agenda Item: Consider Resolution No. 1393, Adopting the Sequential Urban Growth Boundary Review Process

Goal: Align Resources to Address Future Community Growth

Objective: Pursue an urban growth boundry expansion

Summary

Canby is pursuing a comprehensive plan update and an urban growth boundary expansion is anticipated to be needed for both housing and employment lands. The Oregon State has adopted a process (Election to Use Sequential Review Urban Growth Boundary Review Process per Oregon Administrative Rue 660-025-0185 (1) & (2) that provides predictability on the required timing of components associated with the UGB process where more than 50 acres of urban growth boundary expansion is anticipated as is the case for Canby. The Oregon Department of Land Conservation and Development (DLCD) is recommending the use of the sequential comprehensive plan process. The draft Election to Use the Sequential Review Process **Work Plan** is included in the city council packets.

Background

Key elements of the Use Sequential Review Urban Growth Boundary Review Process include:

- Requires a **Work Plan**, draft is included in the council packets.
- Requires Clackamas County Board of Commissioner approval and DLCD approval.
- The City of Molalla recently went through this process and received approvals.
- The Sequential Review Process permits vesting of the 2020 Portland State University 20-year population forecast.
- The Sequential Review Process limits appeals of the anticipated urban growth boundary amendment application submittal without including the housing needs and economic opportunities analysis as appealable items. This is different than the standard urban growth boundary review process where the buildable lands analysis expansion, housing needs analysis (HNA) and economic opportunity analysis (EOA) are appealable.
- The HNA and EOA require city council approval and the anticipated schedule is included in the Work Plan.
- The Sequential Review Process provides early support from Clackamas County and DLCD

- The Sequential Review Process is valid for up to 5-years.

Discussion

The **Work Plan** includes the following approximate timelines:

- The Economic Opportunities Analysis anticipated to be reviewed as part of the Canby Comprehensive Plan on August 14, 2023, by the planning commission and September 6, 2023 by the city council.
- The Housing Needs Analysis (HNA) and Housing Production Strategy (HPS) are anticipated to be reviewed by the planning commission and city council between the 4th quarter of 2023 and the 1st quarter of 2024 (with anticipated approval on February 21, 2024).
- Housing Land Use Efficiency Measures are anticipated to be reviewed by the planning commission and city council between the 1st quarter of 2024 and the 2nd quarter of 2024, with anticipated approval by April 17, 2024).
- The urban growth boundary amendment is anticipated to be initiated by the 1st quarter of 2025 with the anticipated approval by the 2nd to 3rd quarter of 2025, with targeted approval by June 30, 2025.

A PowerPoint presentation will be provided for city council for the hearing to provide additional information.

Attachments

Draft Election to Use the Sequential Review Process **Work Plan**

City Council Resolution to adopt the Election to Use the Sequential Review Process

Draft letter to the Clackamas County Board of Commissioner Chair identifying that Canby has initiated the Sequential Review Process.

Fiscal Impact

None

Options

Approve, modify or deny Sequential Review Process

Recommendation

Approval of the Sequential Review Process

Proposed Motion

"I move to approve the Sequential Review Process, adopt Resolution 1393, including authorizing the Mayor to sign the Election to Use the Sequential Review Process and the letter to the Clackamas County Board of Commission Chair."

RESOLUTION NO. 1393

A RESOLUTION ADOPTING THE SEQUENTIAL URBAN GROWTH BOUNDARY REVIEW PROCESS.

WHEREAS, The City of Canby desires to amend the City's urban growth boundary (UGB) and wishes to use the Oregon Administrative Rule 660-025-0185 (1) & (2) process for Sequential (Urban Growth Boundary) Review Process;

WHEREAS, The City of Canby concurs that the UGB anticipated amendment will likely exceed 50-acres and the City, Clackamas County and the Oregon State Department of Land Conversation and Development concur with this; and

WHEREAS, Canby wishes to submit a resolution of election to the Clackamas County Planning Department for their approval of the Sequential Review Process.

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

1. The City Council elects to use the Sequential Review Process for its urban growth boundary amendment process.

This Resolution will take effect on August 16, 2023.

ADOPTED this 16th day of August, 2023 by the City of Canby City Council.

Brian Hodson
Mayor

ATTEST:

Maya Benham
City Recorder



August 16, 2023

City of Canby
Written Notice
Election to Use Sequential Review Process
OAR 660-025-0185

OAR 660-025-0185(1) & (2) provide the framework for “sequential review” relevant to Urban Growth Boundary (UGB) amendment components. Together the two statutes allow the City of Canby to submit the necessary studies for UGB amendment separately to DLCD for review and acceptance one at a time and undertake UGB amendment at the end, based on the findings of the various studies.

The first step to accessing the sequential process is for the City of Canby and Clackamas County to issue a “Joint Election to Use the Sequential Review Process.” This document satisfies all requirements of the Joint Election. Upon approval by Clackamas County Planning, the City will provide this document and the draft work plan (Exhibit A) to DLCD for review and acceptance. DLCD will also assist the City in finalizing the work plan, similar to a periodic review.

Conditions Precedent. In order to utilize the sequential process for UGB amendment a City must comply with the following conditions precedent:

1. The City and County must concur that the final UGB amendment is likely to exceed 50 acres.
 - **Response:** In coordination with Clackamas County and DLCD Planning Staff, the City and Planning Consultants, 3J Consulting and FCS GROUP, have recently completed a draft Economic Opportunities Analysis and a draft Housing Needs Analysis for the City of Canby. That analysis shows a 20-year employment land deficit of 447 acres and residential land deficit currently about 50 acres not including land for parks and open space.
 - **Finding:** The final UGB amendment supported by this sequential process will likely exceed 50 acres.
2. The City and County must submit written notice of election to use the sequential process in OAR 660-025-0185 to DLCD prior to submittal of any component for review.
 - **Response:** The City of Canby elected to use the Sequential process in Resolution 1393 (attached) and is submitting this document to Clackamas County Planning for Concurrence. No component has been formally submitted to DLCD for review under this sequential process.
 - **Finding:** By the signature of their authorized representatives below, the City and County jointly elect to use the sequential process in OAR 660-025-0185 to amend the City of Canby UGB.
3. The Notice of Election must propose the planning period for the amendment and include a draft work program (Note: DLCD will prepare a final work program upon submission of this joint written notice of election).
 - **Response:** The City proposes 2023-2043 as the planning period for the amendment. A draft work program is included with this document as Exhibit A.
 - **Finding:** This document is the Notice of Election and does propose a planning period and work program as required.

Authorized Representative for City of Canby

Authorized Representative for Clackamas County

Name/Title: _____

Name/Title: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

DRAFT

Attachment A: City of Canby Sequential UGB Work Program

Task #	Task Name and Description	Expected Completion Date	Adoption/Review Body and Method
1	Economic Opportunities Analysis (EOA) The EOA determines employment land needs and land capacity over the next 20 years based on forecasted job growth in various sectors pursuant to OAR 660-009-0015.	September 6, 2023 City Council Adoption, effective October 6, 2023	1. Post Acknowledgement Plan Amendment to Comprehensive Plan, adoption by Canby City Council. 2. Notice to DLCD pursuant to OAR 660-025-0140. 3. DLCD Director review within 90 days pursuant to OAR-660-025-0150 (appealable to LCDC)
2	Housing Needs Analysis (HNA) and Housing Production Strategy (HPS) The HNA includes a buildable land inventory (BLI) and housing needs analysis determining housing needs over the next 20 years and capacity within the existing UGB, in accordance with ORS 197.296 and HB 2003. The final refinements to the BLI are needed to determine the land supply and, subsequently, the overall land need. The HPS identifies tools, actions, and policies the City can use to encourage housing production based on needs identified in the HNA. Work on the HPS is complete pending final adjustments to the HNA.	February 21, 2024. The HNA and HPS will be adopted concurrently.	HNA 1. Post Acknowledgement Plan Amendment to Comprehensive Plan, adoption by Canby City Council. 2. Notice to DLCD pursuant to OAR 660-025-0140. 3. DLCD Director review within 90 days pursuant to OAR-660-025-0150 (appealable to LCDC). HPS Adoption by City Council with subsequent review by DLCD in accordance with OAR 660-008.
3	Identify and Adopt Land Efficiency Measures Land efficiency measures are changes the city makes to its zoning map and development code to increase land efficiency within the existing UGB in order to reduce the overall UGB expansion needs.	April 17, 2024	1. Post Acknowledgement Plan Amendment to Comprehensive Plan and development code, adoption by Canby City Council and Clackamas County. 2. Notice to DLCD pursuant to OAR 660-025-0140.

	<p>The land efficiency measures can include zone changes to zone more land for residential development, to up-zone or increase densities in some areas, or other changes to standards that would provide more capacity. These measures may partially overlap with strategies identified in the Housing Production Strategy.</p> <p>Canby has initiated a project to consider land efficiency measures including, but not limited to:</p> <ul style="list-style-type: none"> • Planned Unit Development code update • Creation of cottage development ordinance • Creation of mixed-use overlay or zone along 99E corridor for commercial zones 		<p>3. DLCD Director review within 90 days pursuant to OAR-660-025-0150 (appealable to LCDC).</p>
4	<p>Urban Growth Boundary (UGB) Expansion Using results from the HNA, EOA, and accounting for efficiency measures, the city will determine the total amount of housing and employment land that needs to be added to the UGB. The final UGB expansion must be adopted by both the City and the County. Subtasks include:</p> <ul style="list-style-type: none"> • Establish preliminary study area, pursuant to OAR 660-024-0065 • Evaluation of lands within study area, pursuant to OAR 660-024-0070 • Identification of lands to be added to UGB <p>The City may opt to adopt Comprehensive Plan designations for the newly added land at this time or may complete that task separately, following expansion.</p>	June 30, 2025	<p>1. Post Acknowledgement Plan Amendment to Comprehensive Plan and development code, adoption by Canby City Council</p> <p>2. Notice to DLCD pursuant to OAR 660-025-0140.</p> <p>3. DLCD Director review within 90 days pursuant to OAR-660-025-0150 (appealable to LCDC).</p>

*None of the proposed completion dates in this program are binding; they are preliminary estimates. However, for the purposes of an urban growth boundary amendment, a task approval is valid for four years. This means that if the UGB expansion is not completed within that time period, the expired work task would need to be updated, readopted, then acknowledged. This period may be extended for up to one year by the director if the local governments show good cause for the extension. The four-year period begins on the later date of:

- (a) Director approval order;
- (b) Commission final approval order; or
- (c) Completion of judicial review of the final approval order.



City of Canby

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

August 16, 2023

Ms. Tootie Smith
Clackamas County Board of Commissioner Chair
Clackamas County
2051 Kaen Road
Oregon City, OR 97045

Dear Chair Smith,

The City of Canby has recently been working on our Housing Needs Analysis and Economic Opportunities Analysis studies. Through this work, it is becoming clear that the city will need to expand its Urban Growth Boundary (UGB) to address the need for land to accommodate these uses. Representatives from the Department of Land Conservation and Development (DLCD) have recommended that the city use a process option, called the Sequential Review Process, which allows for studies related to the potential UGB amendment to be submitted separately to DLCD for review as they are completed, rather than all at once at the end of the process. The city may then undertake any needed UGB expansion at the end, based on the findings of the various studies.

The City of Canby is very interested in pursuing the Election to Use the Sequential Review process for the City of Canby UGB Expansion. In order to use this process, DLCD requires a Notice of Election to be submitted jointly from the City and County.

This letter is to let you know that we've engaged Clackamas County Planning staff on the Sequential Review process, and they recommended we reach out to you so that you are aware that a request to participate in this process will be brought forward to you by your staff. In the near term, we do not expect that significant County staff time will be required as the City undertakes the steps needed to identify the appropriate land to be brought into the Canby UGB. It will likely not be until 2025 when there will be any formal action required by Clackamas County.

Our City Council approved the resolution to process with the Sequential Review Process on August 16, 2023, and I've attached our Election to Use the Sequential Review Process which we have also shared with County Planning staff. Additionally, attached is the signed Joint Election to Use the Sequential Review Process.

We look forward to our continued coordination on this process and appreciate the County's continued support for using the process.

Please let me know if you have any questions.

Sincerely,

Brian Hodson, Mayor

CC:

Karen Buehrig, Clackamas County

Martha Fritzie, Clackamas County

Eileen Stein, City of Canby

Don Hardy, City of Canby

Ryan Potter, City of Canby

Enclosures:

Adopted Canby City Council Resolution

Joint Election to Use the Sequential Review Process



CITY COUNCIL STAFF REPORT

Meeting Date: 8/16/2023

To: The Honorable Mayor Hodson & City Council

Thru: Eileen Stein, Interim City Administrator

From: Don Hardy, Planning Director

Agenda Item: DLCD Urban Growth Boundary Expansion Grant Letter of Support

Goal: Align Resources to Address Future Community Growth

Objective: Pursue an urban growth boundry expansion

Summary

Canby is updating its comprehensive plan and transportation system plan with an anticipated urban growth boundary expansion based on buildable lands assessment work for housing needs analysis and economic opportunities analysis. The Oregon State Department Land Conservation and Development (DLCD) recommended that Canby apply for grants to support the urban growth boundary expansion work. Although the grant would not start until calendar year 2024, the additional grant revenue would be helpful in supporting the analysis work for the urban growth boundary (UGB) expansion as the UGB process requires a complicated review. Canby planning staff submitted a grant application prior to the July 31, 2023 deadline which is enclosed and requested \$55,000 in consulting service support.

Background

The DLCD grant would provide for additional funding to support the contracted comprehensive plan, transportation system plan and urban growth boundary expansion work currently underway. The grant application would cover several anticipated tasks, but the detailed scope of work would need to be defined with DLCD staff.

Discussion

DLCD requires a letter from the City Council in support of the grant application which is enclosed as part of this packet.

Attachments

DLCD Grant Application

Draft letter of support from City Council

Fiscal Impact

None

Options

Authorize, modify or reject the letter of support from the City Council for the DLCD grant application.

Recommendation

Authorize the letter of support from the City Council for the DLCD grant application.

Proposed Motion

“ I move to approve the letter of support from City Council for the DLCD grant application and authorizing the Mayor to sign the letter.”



Department of Land Conservation and Development 2023-25 HOUSING PLANNING ASSISTANCE APPLICATION

Please complete each section in the form below. Fill out the requested information in the spaces provided. **For applicants requesting multiple services, submit a separate form for each. Submit completed applications by COB July 31, 2023.**

Date of Application:

Applicant:

If applying on behalf of a jurisdiction or pursuing a joint project, please also include the recipient jurisdiction name(s)

Street Address:

City:

Zip:

Contact name and title:

Contact e-mail address:

Contact phone number:

Requested Service:

	Direct Grant (& budget estimate)	DLCD-Provided Consultant
Housing Planning Assistance Projects		
Development Code Amendment	\$	
Housing Capacity Analysis (HCA) ¹	\$	
Housing Production Strategy (HPS)	\$	
Housing Implementation Plan (not an HCA or HPS)	\$	
Urbanization Planning Assistance Projects		
Urban Growth Boundary Land Exchange	\$	
Urban Growth Boundary Amendment ²	\$	
Urban Reserves	\$	
Public Facilities Area Plan	\$	
<i>1. DLCD does not recommend commencing a housing capacity analysis in the 2023-25 biennium as administrative rules will be updated by January 1, 2025, consistent with House Bill 2001 (2023 Session). If your city has an upcoming HCA deadline, please contact the housing team at housing.dlcd@dlcd.oregon.gov</i>		
<i>2. A UGB amendment requires a land deficiency identified in a Housing Capacity Analysis (HCA).</i>		

Project Title:

Project Summary: (Summarize the project and products in 50 words or fewer)

Project Description & Work Program

Please carefully review the attached Sample Work Program. The work programs included represent typical tasks and work products associated with common project types. If you expect the project to be substantially similar (i.e. there may be minor variations, but major project deliverables align with applicant expectations) to the scope included in the Sample Work Program, the applicant does not need to submit a work plan.

However, if the applicant anticipates a proposal for a project that is substantially different from the projects included in the Sample Work Program, please include an attachment detailing the proposed project, addressing each of the following in an attachment. *Applicants proposing distinct or unique projects are expected to submit detailed proposals that specify the work tasks, products, and timelines unique to their proposal. Priority will be given to proposals that provide well-defined tasks, products, and timelines.*

Is this project expected to be similar to the attached Sample Work Program? Yes No

If “yes”, please skip to the “Tasks, Timelines, and Budget” section below. If “no”, please attach a detailed work program including the following.

A. Goals and Objectives. The purpose of housing planning assistance projects is outlined in the attached Sample Work Program. Please state the goals or overall purpose of the project. Describe particular objective(s) the community hopes to accomplish. Please indicate whether this is a stand-alone project or is part of a longer multi-year program. If it is the latter, describe any previous work completed, subsequent phases and expected results, and how work beyond this project will be funded.

B. Products and Outcomes. Please describe the product(s) and outcome(s) expected from the proposed project in detail, including a brief description of any anticipated significant effect the project would have on development, livability, regulatory streamlining, and compliance with state/federal requirements, equitable socioeconomic benefits, or other relevant factors.

C. Work Program, Timeline & Payment. Please include a comprehensive work program describing the specific tasks, timelines, expected budget, and deliverables. Public engagement is a necessary component of any planning process but may be tailored to fit the project context. Some projects, such as code amendment or technical projects, may not require extensive engagement in comparison to major projects with substantial local policy impacts. If other changes are necessary, please consult with your Regional Representative.

Tasks, Timelines, and Budget

List and describe the major tasks, including:

- The title of the task;
- Anticipated timeline for each task, including the tentative start date after the grant agreement or consultant contract is executed, task completion dates, and project completion date. Note that all tasks must be completed before the end of the biennium. We request that project timelines conclude no later than May 31, 2025;
- For direct grant projects, anticipated budget for the task; and
- Expected local contribution, including budget, staff time, and resources.

Important Planning Assistance Dates

Date	Planning Assistance Milestone
June 1, 2023	Application period opens; materials distributed
June 5, 2023 10:30a – 12p	Open Forum for follow-up question & answer Zoom link Meeting ID: 265 799 1542 Passcode: 664570
July 31, 2023	Application period closes; materials submittal deadline
September 1, 2023	Anticipated funding decision; award notices sent
October – November 2023	Direct grant agreements anticipated execution
November – December 2023	Consultant contract anticipated execution
May 31, 2025	Project completion deadline

Task	Title	Timeline (Month, Year)	Estimated Budget*	Local Contribution
1		_____ to _____	\$ _____	\$ _____
2		_____ to _____	\$ _____	\$ _____
3		_____ to _____	\$ _____	\$ _____
4		_____ to _____	\$ _____	\$ _____
5		_____ to _____	\$ _____	\$ _____
6		_____ to _____	\$ _____	\$ _____
7		_____ to _____	\$ _____	\$ _____
8		_____ to _____	\$ _____	\$ _____
TOTAL		_____ to _____	\$ _____	\$ _____

** Budget estimates are only required for Direct Grant requests. Applicants requesting DLCD-provided consultants can leave this field blank.*

If the project is part of a multi-year program, provide an overview of the expected timelines in sequence of expected start dates and completion date for each phase and describe subsequent phases to be completed.

Project Criteria and Additional Information

- 1. Evaluation Criteria.** Include a statement that addresses the program priorities and evaluation criteria presented in the application instructions (“Eligible Projects and Evaluation Criteria”).
- 2. Project Partners.** List any other public or private entities that will participate in the project, including federal and state agencies, council of governments, city and county governments, and special districts. Briefly describe the role of each (*e.g.*, will perform work under the grant; will advise; will contribute information or services, etc.). If the project includes multiple jurisdictions, briefly describe the capacity and support of those jurisdictions to support and participate in the project.
- 3. Advisory Committees.** List any advisory committee or other committees that will participate in the project.
- 4. Cost-Sharing and Local Contribution.** DLCD funds may comprise a portion of overall project costs; if so, please identify sources and amounts of other funds, staff time, or services that will contribute to the project’s success. Cost-sharing (match) is not required but recommended.

Will a consultant be retained to assist in completing grant products? Yes No

Will you be utilizing this funding to dedicate your own staff resources in completing grant products? Yes No

Local Official Support

The application ***must include a resolution or letter from the governing body*** of the city or county demonstrating support for the project. If the applicant is a regional entity proposing a joint project including multiple local governments, a letter from the local government governing body or administrator with authorization to execute intergovernmental agreements supporting the application may be included in lieu of a resolution. The letter of support may be received by DLCD after the application submittal deadline, but it must be received before planning assistance is awarded.

Submit your application electronically with all required information to:

Ethan Stuckmayer, Housing Program Division Manager

E-mail: DLCD.GFGrant@dlcd.oregon.gov

Please note that we will not be accepting applications by mail. If your jurisdiction requires special accommodations, please reach out to a Grant Program Contact as soon as possible.

If you have questions about the Housing Planning program or projects funded by this round of planning assistance, please contact:

DLCD Housing Team

Housing.dlcd@dlcd.oregon.gov

If you have questions about the Grant Program or application process, please contact:

Angela Williamson, Grants and Periodic Review Administrative Specialist

DLCD.GFGrant@dlcd.oregon.gov or (971) 239-2901

For all correspondence, please include the appropriate [Regional Representative](#).

Mid-Willamette Valley	Melissa Ahrens	melissa.ahrens@dlcd.oregon.gov
Central Oregon	Angie Brewer	angie.brewer@dlcd.oregon.gov
North Coast & Lower Columbia	Brett Estes	brett.estes@dlcd.oregon.gov
Eastern Oregon	Dawn Hert	dawn.hert@dlcd.oregon.gov
Portland Metro (West)	Laura Kelly	laura.kelly@dlcd.oregon.gov
Southern Oregon	Josh LeBombard	josh.lebombard@dlcd.oregon.gov
Portland Metro (East)	Kelly Reid	kelly.reid@dlcd.oregon.gov
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South Willamette Valley	Patrick Wingard	patrick.wingard@dlcd.oregon.gov

APPLICATION DEADLINE: July 31, 2023



City of Canby

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Canby, OR 97013 www.canbyoregon.gov

August 16, 2023

Mr. Gordon Howard
Community Services Division Manager
Oregon State Department of Land
Conservation and Development
635 Capital Street NE, Suite 150
Salem, OR 97301

Dear Mr. Howard,

This letter is written in support of the Department of Land Conservation and Development 2023 to 2024 Housing Related Urbanization Planning Assistance grant the City of Canby is seeking for the Amendment of Canby's Urban Growth Boundary.

Canby is moving forward with a Comprehensive Plan and Transportation System Plan update and has completed a draft Housing Production and Housing Needs Analysis (HNA) supported by DLCD grants. Additionally, a draft Economic Opportunities Analysis (EOA) has been completed also supported by a DLCD grant. The HNA and EOA have identified an urban growth boundary expansion need and housing efficiency measures are being developed.

Canby sees the need for additional residential and employment land as critical to providing more affordable housing options and employment needed over the next 20 years. Canby is also in need of additional recreation lands as documented by the adopted Canby Parks and Recreation Master Plan, and the city is committed to addressing future urban growth needs.

Please accept this letter as official city support associated with the DLCD grant application to provide consulting assistance for the amendment to the Canby Urban Growth Boundary.

Sincerely,

Brian Hodson, Mayor