

October 18, 2023

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

Register here to attend the meetings virtually: <u>https://us06web.zoom.us/webinar/register/WN_G_xQcmKYT4Wmr4SjlgqF3w</u>

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

For questions regarding programming, please contact: Willamette Falls Studio (503) 650-0275; <u>media@wfmcstudios.org</u>

Mayor Brian Hodson

Councilor Christopher Bangs Councilor James Davis Council President Traci Hensley Councilor Herman Maldonado Councilor Jason Padden Councilor Daniel Stearns

Pg. 1

JOINT CITY COUNCIL AND CANBY UTILITY WORK SESSION – 6:00 PM

1. CALL TO ORDER

2. CANBY UTILITY NEW WATER TREATMENT PLANT DISCUSSION

3. ADJOURN

REGULAR MEETING – 7:00 PM

1. CALL TO ORDER

- a. Invocation
- b. Pledge of Allegiance

2. INTRODUCTION OF NEW EMPLOYEE(S)

3. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS: This is an opportunity for audience members to address the City Council on items not on the agenda. If you are attending in person, please complete a testimony/comment card prior to speaking and hand it to the City Recorder. ***If you would like to speak virtually, please email or call the Deputy City Recorder by 4:30 pm on October 18, 2023 with your name, the topic you'd like to speak on and contact information: <u>lasonc@canbyoregon.gov</u> or call 503-266-0637.

4.	CC	DNSENT AGENDA	
	a.	Approval of August 16, 2023 City Council Work Session and Regular Meeting	Pg. 80
	1	Minutes.	Pg 86
	b.	term ending March 31, 2026.	1 g. 00
5.	OF	RDINANCES AND RESOLUTIONS	
	a.	Consider Ordinance No. <u>1612</u> : An Ordinance authorizing the Interim City	Ρσ 89
		Administrator to Execute a Contract with MSNW Group LLC in the amount of	1 g. 07
		\$144,960 for Custodial Services for The City of Canby. (Second Reading)	
	b.	Consider Ordinance No. <u>1613</u> : An Ordinance authorizing the Interim City	Pg. 100
		Administrator to Execute a Contract with Jarrett Walker & Associates in the amount	1 8. 100
		of \$199,809 to provide an update to the Transit Master Plan. (Second Reading)	
	c.	Consider Ordinance No. <u>1614</u> : An Ordinance authorizing the Interim City	Pg. 124
		Administrator to Execute a Contract with Waterleaf Architecture, Inc. of Portland,	
		Oregon to provide architectural and engineering services to design and build new	
		Canby Area Transit facilities. (First Reading)	
	d.	Consider Resolution No. <u>1396</u> : A Resolution adopting an Interagency Agreement	Pg. 182
		between the City of Canby and the Canby Swim Club, Inc., and Repealing	
		Resolutions 1147 and 1160.	
	e.	Consider Resolution <u>1397</u> : A Resolution Extending the Time Period on Utility	Pg. 192
		Billing Statements to the 20 th Day of the Month.	0

6. OLD BUSINESS

a. 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

*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 Christopher Lason at 503-266-0637. A copy of this Agenda can be found on the City's web page at <u>www.canbyoregon.gov</u>.



City Council Work Session Staff Report

Meeting Date: 10/18/2023

To:The Honorable Mayor Hodson & City CouncilThru:Eileen Stein, Interim City AdministratorFrom:Eileen Stein, Interim City AdministratorAgenda Item:Joint Meeting with Canby Utility Board of Directors – Water System Master Plan

Summary

The Council will have a joint meeting with the Canby Utility Board of Directors to receive a presentation on Canby Utility's Water System Master Plan and to discuss the future of the community's municipal water system.

Background

Incorporated in 1893, the City of Canby (City) is in the Willamette Valley just southeast of the confluence of the Molalla River and Willamette River in Clackamas County. The City has an estimated population of 18,754 as of 2021, according to the Portland State University Population Research Center. The Urban Growth Boundary (UGB) area of the City of Canby is 3,476 acres. The study area of this master plan is entirely within the UGB. Water service is provided, via the Molalla River, for residential, commercial, and industrial uses. A 1970 City Charter Revision created the Canby Utility Board to provide electrical and water service to City customers. In 1982, a Charter Amendment returned ownership of the water assets to the City and the Canby Utility Board continued to operate the water system. In 1993, an Intergovernmental Agreement between the City and the Canby Utility Board renewed the relationship.

Discussion

Water Master Plan Canby City Council Presentation by Brian Ginter, P.E. & Libby Barg Bakke from Consor

- 1 History of Canby Utility's Water Supply Development & Planning
- 2 Water System Recommendations
- 3 Capital Improvements
- 4 Water Supply Alternative Analysis
- 5 Willamette Water Supply & Treatment Plant
- 6 Next Steps
- 7 Q&A & Discussion

Legal opinion on the Charter's distribution of authority between CUB and the City of Canby by David Doughman, Berry Elsner & Hammond LLP.

Attachments

Canby Utility Water System Master Plan, dated August 2023



CANBY UTILITY

Water Master Plan

August 2023

PREPARED BY:

Consor

Point of Contact: Brian Ginter, PE One SW Columbia Street, Suite 1700 Portland, OR 97204 p: 503.225.9010 e: Brian.Ginter@consoreng.com

PREPARED FOR:

Canby Utility 1265 SE 3rd Avenue Canby, OR 97013 THIS PAGE INTENTIONALLY LEFT BLANK



August 30, 2023



800 NE Oregon Street, #640 Portland, OR 97232-2162 Phone: 971-673-0191 Fax: 971-673-0694 www.healthoregon.org/DWP

sent by email only

Brian Ginter (<u>Brian.Ginter@consoreng.com</u>) Consor One SW Columbia Street, Suite 1700 Portland, OR 97204

Re: Master Plan – PR#116-2023 Canby Utility – PWS ID#00157 Concurrence with Master Plan

Dear Brian:

Thank you for your submittal to the Oregon Health Authority's Drinking Water Services (DWS) of plan review information for the Water System Master Plan for Canby Utility. On August 29, 2023, our office received a copy of the Document Name. A plan review fee of \$4,125 was also received.

The Master Plan represents a 20-year planning horizon out to the year 2045. The plan includes system goals and description, future demand estimates, engineering evaluation, evaluations of options to meet future demand, financing, and a list of recommended projects and cost estimates. A seismic risk assessment and mitigation plan is required and was included. Upon review of the Master Plan, it appears the elements required in Oregon Administrative Rules (OAR) 333-061-0060(5) have been addressed.

Please note that OAR 333-061-<u>0060</u> contains plan submission and review requirements for all major water system additions or modifications. Construction plans and specifications must be submitted to and approved by DWS before construction begins.

If you have any questions, please feel free to call me at (503) 939-1322 or email me at keith.male@oha.oregon.gov.

Sincerely,

Keith Male, PE

Regional Engineer Drinking Water Services

cc: Julie Wray, OHA/DWS Carrie Gentry, PE, OHA/DWS Carol Sullivan, Canby Utility

RESOLUTION NO. 314

A RESOLUTION OF THE CANBY UTILITY BOARD ADOPTING THE WATER MASTER PLAN.

WHEREAS, Oregon Administrative Rules Chapter 333, Division 61 mandates that the Canby Utility Board prepare a Water Master Plan for approval of the Oregon Health Authority; and

WHEREAS, a Water Master Plan has been prepared by Consor, Canby Utility Board's consulting engineers, which plan has been reviewed and adopted by the Board of Directors.

WHEREAS, the Water Master Plan was submitted to the Oregon Health Authority for review in August, and all the elements required in Oregon Administrative Rules 333-061-0060(5) have been addressed.

NOW THEREFORE, be it Resolved by the Canby Utility Board that the Water Master Plan dated August 2023, which plan is attached hereto as Exhibit A and incorporated herein by reference is hereby adopted by the Canby Utility Board.

BE IT FURTHER RESOLVED that Resolution No. 235 is repealed.

THIS RESOLUTION ADOPTED BY THE CANBY UTILITY BOARD THIS 26th DAY OF SEPTEMBER 2023.

Melody Thompson, Chair

John Molamphy, Member

David Horrax, Member

Jack Pendleton, Member

Barbara Benson, Board Secretary

Vacant

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Water Master Plan

Canby Utility

August 2023





Consor

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CHAPTER 1

Introduction

1.1 Purpose

The purpose of the Water Master Plan (WMP) is to perform an analysis of Canby Utility's water system and:

- > Document the water system upgrades completed since the 2010 Water Master Plan,
- > Estimate future water requirements including potential water system expansion areas,
- Summarize and document Canby Utility's long-term water supply strategy,
- Identify deficiencies and recommend water facility improvements that correct deficiencies and provide for growth including a preliminary evaluation of the water system's seismic resilience,
- > Recommend an updated water system capital improvement program (CIP) for the water system.

This report is divided into eight chapters to address the goals described above. **Chapter 2**, **Chapter 3**, and **Chapter 4** summarize the existing system and water demands, estimate future water demands, and list the performance criteria used to analyze the system. **Chapter 5**, **Chapter 6**, and **Chapter 7** utilize the prior chapters to identify system deficiencies, evaluate Canby Utility's water supply and treatment facilities, and provide a more detailed seismic resilience analysis. **Chapter 8** summarizes improvement projects to mitigate existing and projected system deficiencies and vulnerabilities into a CIP. The planning and analysis efforts presented in this WMP are intended to provide Canby Utility with the information needed to inform long-term water supply and distribution infrastructure decisions.

Canby Utility staff provided water system documentation, including geographical information system (GIS) data and the existing water system WaterCAD 5.0 hydraulic model.

1.2 Compliance

This plan complies with water system master planning requirements established under Oregon Administrative Rules (OAR) for Public Water Systems, Chapter 333, Division 61.

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CHAPTER 2

Existing Water System

2.1 General

This chapter describes and inventories Canby Utility's water service area and water supply and distribution system facilities. Included in this chapter is a discussion of existing supply and transmission facilities, pressure zones, storage and pumping facilities, distribution system piping, and treatment facilities.

2.2 Background and Study Area

Incorporated in 1893, the City of Canby (City) is in the Willamette Valley just southeast of the confluence of the Molalla River and Willamette River in Clackamas County. The City has an estimated population of 18,754 as of 2021, according to the Portland State University Population Research Center (PRC), which creates current and historical population estimates for the State of Oregon (<u>Population Research Center Homepage</u>). The Urban Growth Boundary (UGB) area of the City of Canby is 3,476 acres (<u>Urban Growth Boundary Map, Oregon.gov</u>). The study area of this master plan is entirely within the UGB. Water service is provided for residential, commercial, and industrial uses.

A 1970 City Charter Revision created the Canby Utility Board to provide electrical and water service to the City customers. In 1982, a Charter Amendment returned ownership of the water assets to the City and the Canby Utility Board continued to operate the water system. In 1993, an Intergovernmental Agreement between the City and the Canby Utility Board renewed the relationship. In 1999, the Canby Utility Board changed its name to Canby Utility.

Figure 2-1 illustrates Canby Utility's water service area limits, water system facilities and distribution system piping.

2.3 Supply Sources

2.3.1 Surface Water Sources

Canby Utility's primary source of water is the Molalla River. Surface water intakes on the Molalla River, summarized in **Table 2-1**, include the River Infiltration Gallery (RIG), the Main River Intake (MRI) and Old River Intake (ORI).

Constructed in the early 1970s, the ORI consisted of an intake structure that supplied Molalla River water to the treatment plant. It is currently not in use due to intake capacity limitations at low river levels.

The RIG was constructed in 1980 and consists of an in-water infiltration gallery, wet well, and raw water pumps. The gallery consists of wedge wire collector pipes located approximately eight to ten feet below the riverbed which connect to a common header. The wet well is 15 feet inside diameter and 44.5 feet in depth. This gravel infiltration gallery requires periodic backwashing with raw water from the MRI.



The MRI was constructed in 1997 and consists of a screened intake structure that supplies water to the River Intake Pump Station wet well. The River Intake Pump Station serves both the RIG and MRI and houses two 100 horsepower (hp) pumps and one 150 hp vertical turbine pump extending into the wet well. Raw water can be supplied from a combination of the RIG and MRI. High turbidity levels in the Molalla River source water can result in temporary reduction of the intake's 5,500 gallons per minute (gpm) production capacity. During high turbidity levels in the Molalla River, the RIG is the alternate supply source as it serves to minimize influent turbidity levels.

Source	Intake Capacity (gpm)	Pumps	Notes
River Infiltration Gallery (RIG)	4,800	2 x 100 hp (2,500 gpm each)	The River Intake Pump
Main River Intake (MRI)	5,500	1 x 150 hp (4,500 gpm)	& MRI.
Old River Intake (ORI) 1	900 - 1,000	1 pump	Capacity limited by low river levels.

Table 2-1 | Molalla River Intake Water Facilities Summary

Note:

1. Intake capacity for this source is the available capacity, but this capacity is not currently used.

2.3.2 Groundwater Sources

Canby Utility holds water rights for three groundwater sources located along the banks of the Molalla River. Groundwater facilities, as summarized in **Table 2-2**, include the Springs Gallery, the Collection Boxes, and Well No. 10.

Table 2-2 | Groundwater Intake Facilities Summary

Source	Intake Capacity (gpm)	Notes
Springs Gallery	1,000	Low pH and moderate nitrate levels. Used to supplement RIG & MRI.
Collection Boxes	202	Not in use due to high nitrate levels.
Well No. 10	250	Not in use due to water quality issues.
		High sulfur and hardness.

Around 1934, concrete collection boxes were installed at the base of the ridge near the location of the current Main River Intake. These structures collected water year-round from springs and directed it into a cistern. The cistern previously discharged into the Springs Gallery. Due to water quality constraints, this source has not been used since the 1990s.

In 1944, the City began construction of a concrete collection gallery near the Molalla River known as the Springs Gallery. The gallery is approximately 20 feet in diameter and 28.5 feet deep. By 1951, a new 30-inch diameter, 300-foot long perforated, corrugated metal collection pipe was connected to the existing gallery. The current capacity of the 25 hp pump at the Springs Gallery is approximately 1,000 gpm. Low pH and moderate nitrate concentrations limit the use of the Spring Gallery as a primary source. This source is used to blend with Molalla River water during high turbidity events in the river to reduce treatment plant influent turbidities.

Well No. 10 located near the Springs Gallery has a single 250 gpm pump which discharges into the Springs Gallery. The groundwater from this well is high in sulfur and hardness, therefore the well is not currently used.

2.4 Water Rights Summary

No new water rights were analyzed during this Water Master Plan Update. Canby Utility's water rights were studied and detailed in the Utility's Water Management and Conservation Plan (WMCP) by GSI Water Solutions in 2021. This section provides a summary of Canby Utility's water rights as described in the Utility's current WMCP.

Table 2-3 summarizes the groundwater and surface water rights that Canby Utility holds, which includesfour certificates, two permits, and one groundwater registration.

2.4.1 Surface Water Rights

Canby Utility has two surface water rights for use of the Molalla River. Certificate 86087 authorizes the use of up to 10.0 cubic feet per second (cfs) from the river for municipal use. This certificate authorizes diversion at the two locations: the Original River Intake and the New River Intake (the authorized points of diversion for the New River Intake are the RIG and MRI). Canby Utility does not currently use its Original River Intake as a point of diversion to meet system demand.

Canby Utility's Permit S-46199 authorizes the use of up to 10.0 cfs from the Molalla River for municipal use, however, the final order issued by the Oregon Water Resources Department (OWRD) on November 17, 2004, approving the extension of time to develop this permit currently limits diversion to 7.46 cfs. Canby Utility would need to seek access to the remaining 2.54 cfs under the permit through a request in a future WMCP. This permit has a completion date of October 1, 2040. The permit authorizes diversion from the RIG and MRI. Canby Utility is unable to treat this additional undeveloped capacity due to infrastructure limitations, including the capacity of the Water Treatment Plant, and while development of this additional capacity is feasible, low Molalla River flows in the summer limit the available diversion capacity during the times when additional supply could be put to beneficial use.

Certificates 10771 and 10776 authorize the use of water from springs for municipal and domestic use. Certificate 10771 authorizes the use of up to 0.25 cfs and Certificate 10776 authorizes 0.20 cfs. These rights are currently held in reserve due to water quality concerns.

Permit S-54691 authorizes the use of up to 12.4 cfs from the Willamette River for municipal use. This permit has a completion date of January 6, 2031. Canby Utility does not currently use this right but intends to develop the right prior to the completion date and rely on this right as its primary source of supply.

2.4.2 Groundwater Rights

Canby Utility's groundwater registration GR-294 claims the use of 1.78 cfs from the Springs Gallery, 0.45 cfs from Well 2, and 0.50 cfs from Well 3, though Wells 2 and 3 are not currently in use. This registration is used to supplement the Utility's surface water supplies during high turbidity events. Certificate 44140 authorizes the use of up to 1.5 cfs from the same Springs Gallery for municipal use and is also used to supplement surface water supplies.

Certificate 82570 authorizes the use of up to 0.61 cfs from Well 10 for municipal use; Canby Utility does not currently rely on this right to meet system demands due to low flow rates and water quality concerns.

Not included in the water rights discussion and **Table 2-3** is Certificate 30341, a groundwater right issued to John W. Beck authorizing municipal use for the City of Canby. The City no longer receives water under this right and the well is not connected to the Canby Utility distribution system.

Table 2-3 | Water Rights Summary

Source	Application or Claim	Permit	Certificate or Registration	Priority Date	Completion Date	Production Capacity, cfs (gpm)	Notes
Molalla River (ORI, RIG, & MRI)	S-47326	S-35453 ¹	86087	7/31/1970 12/22/1970		5.0 (2,244) 5.0 (2,244)	10.0 cfs total. (Max 10.0 cfs from RIG & MRI, max 3.12 cfs from ORI)
Molalla River (RIG & MRI RIG & New River Intake) ²	S-60921	S-46199		10/20/1980	10/1/2040	10.0 (4,488)	Authorized diversion currently limited to 7.46 cfs
Willamette River	S-71072	S-54691		12/27/1990	1/6/2031	12.4 (5,565)	Intend to develop right
Springs/Collector Boxes	S-15085 S-15264	S-11011 S-11197	10771 10776	8/16/1933 2/10/1934		0.25 (112) 0.20 (90)	Held in reserve ³
Well No. 10	G-7542	G-7013	82570	10/11/1976		0.61 (273)	Held in reserve ³
Springs Gallery	G-5018	G-4784	44140	10/16/1969		1.5 (673)	Used if river turbidity high
Springs Gallery				12/31/1944		1.78 (800)	Used if river turbidity high
Flowing Well 2	GR-294			12/31/1938		0.45 (202)	Not in use
Pump Well 3				12/31/1927		0.50 (225)	Not in use
					Total		37.7 (16,920)

Notes:

1. Transferred (T7629, 11/19/1996 and 5/1/1997)

2. The authorized point of diversion for the New River Intake is the RIG and MRI

3. Sources held in reserve are used sparingly, if at all, due to water quality issues

2.5 Water Treatment Facilities

2.5.1 General

Canby Utility's Molalla water treatment plant, located at 591 N Cedar Street, was constructed in 1971. Subsequent incremental expansions of the water treatment plant in 1982, 1996, and 2006 have improved the facilities to the current nominal capacity of 8 million gallons per day (mgd). **Figure 2-2** presents a diagram of the water treatment process and instrumentation.

The Canby Utility water treatment facilities consist of the following components.

- > Water intake facilities and pumps, as described above in **Section 2.3**, Supply Sources.
- Pre-treatment injection facilities
- A sedimentation basin
- > Four direct filter units with a 1 mgd capacity each
- > Four modular upflow clarifier/filter units with a 1 mgd capacity each
- > UV disinfection facilities
- ► A 2.4 MG steel storage reservoir/clearwell
- Cedar Treatment Plant Pump station
- > Post-treatment disinfection and pH adjustment chemical injection facilities
- Three backwash ponds

The eight treatment units, treatment aid chemicals (coagulants and polymers) and disinfectant facilities are housed in adjoined buildings that make up the water treatment facilities. Raw water from the River Intake Pump Station is split into two process trains. Train No. 1 includes coagulant dosing, static mixing, limited hydraulic flocculation and sedimentation, and filtration through filter units 1-4. Train No. 2 includes coagulant dosing, static mixing and treatment in modular treatment units using upflow clarification and media filtration through filter units 5-8. The filter water from both trains is combined prior to disinfection with ultraviolet (UV) light, addition of sodium hypochlorite for chlorine residual, and pH adjustment with sodium hydroxide. Water then flows through a baffled, partially buried welded steel clearwell. A booster pump station pumps water from the clearwell to the distribution system and other storage reservoirs. The clearwell and booster pump station are further described later in this section.

2.5.2 Treatment Plant Filter Backwash

Backwash is supplied from the clearwell to the filters. The filters are also configured to allow for filter-towaste capability for filter startup procedures. Upflow rinse is supplied from raw water. Sedimentation basin blowdown is drained manually to the backwash ponds.

Three backwash ponds were installed in 2007 near the Springs Gallery. These gravel bottom ponds drain primarily through infiltration.



2.5.3 Process Instrumentation and Controls

Flow for the main river intake and Springs Gallery is metered at the top of the bluff, or "blending vaults", where the pipes for these two supplies combine. Flow is also metered for the treated water effluent for filter units 1-4, the raw water influent for each clarifier (treatment units 5-8), the backwash pump, and downstream of the production pumps. Coagulant doses are monitored and can be controlled manually or automatically based on readings from a streaming current meter. Turbidity meters monitor raw water, each filter effluent, and the combined filter effluent. Chlorine residual and pH are monitored before the water enters the clearwell. Treated water entering the distribution system is also monitored for residual chlorine concentration, pH levels, and flow. Flow in and out of the 13th Avenue reservoirs is also monitored as well as chlorine residual.

2.5.4 Standby Power

Canby Utility has backup generators on site at the intake facilities, the treatment facilities, and the 13th Avenue pump station as well as at their combined service center and a mobile generator held in reserve. See **Table 2-4** for a summary of Canby Utility's back-up generators. The amount of backup power available to Canby Utility allows for operation of the treatment plant at approximately 4,400 gpm (6.3 mgd) as well as pumping from the 13th Ave reservoirs during a power outage.

Location	Size (kW)	Fuel Capacity (gal)	Notes
River Intake Facility	350	400	
Water Treatment Facility	500	450	Springs Gallery back-up power comes from Water Treatment Facility, not River Intake Facility.
13th Avenue Pump Station	300	660	
Combined Service Center (2)	125 kW / 30 kW	Natural Gas / Diesel	Runs administrative building and operations center, does not directly impact system capacity.
Mobile Reserve Generator	100 kW	155	For use in case of generator failure.

Table 2-4 | Back-up Generator Summary

Veolia recently added the ability to carry fuel to the Canby Utility intake facility via a fuel tank attached to a Veolia truck. This was added due to the inability of fuel trucks to reach the intake facility in the icy conditions experienced in 2021.

2.6 Storage Reservoirs

2.6.1 General

Storage in the Canby Utility water system is provided by three ground level finished drinking water storage reservoirs with a total usable capacity of 4.6 million gallons (MG). All of these reservoirs have overflow elevations below the static hydraulic grade of the Canby Utility distribution system and serve as suction supply for booster pump stations which supply water to the distribution system at required service pressures. **Table 2-5** presents a summary of Canby Utility's storage facilities. The 4th Avenue Reservoir is not shown as it is no longer in service. A brief description of each reservoir follows.

Table 2-5 | Reservoir Summary

Reservoir Name	General Location	Nominal Capacity (MG)	Usable Capacity (MG)	Overflow Elevation (feet)	Year Built	Retrofit
Clearwell	Treatment Plant	2.4	1.2	198	1972	N/A
13th Avenue Reservoir A	Southwest 13th Avenue	2.0	1.6	192	1983	2012
13th Avenue Reservoir B	Southwest 13th Avenue	2.0	1.6	192	2009	N/A

2.6.2 Water Treatment Plant Clearwell

A 2.4 MG welded steel reservoir was constructed with the treatment plant in 1971 for use as a clearwell for chlorine contact time (CT) and storage for filter backwash. Despite the addition of UV disinfection as the primary disinfectant, the clearwell volume is still used to achieve chlorine disinfectant CT for virus inactivation. The reservoir has a 50-foot water depth with a floor elevation located 10 feet below grade, and a diameter of 90 feet. The Cedar Treatment Plant Pump Station pump units are located at-grade requiring 10 feet of suction lift to use the full volume of the reservoir. It is understood that the bottom 10 feet of the clearwell is unusable storage due to suction head requirements of the pumps. It is also understood that the reservoir's operational elevation is constrained due to seismic considerations, resulting in an additional 700,000 gallons limitation of its usable capacity.

2.6.3 13th Avenue Reservoirs

In 1983, a 2.0 MG circular prestressed concrete reservoir was constructed on Southwest 13th Avenue. The reservoir has a 24-foot water depth, and 120 feet inside diameter (ID). The reservoir fills through a SCADA controlled valve and provides suction supply for an on-site pump station. This reservoir underwent structural upgrades in 2012, to address seismic concerns.

A new 2.0 MG fusion glass-lined bolted steel reservoir was constructed in 2009 immediately south of the existing reservoir and is similarly configured with a usable storage volume of 2.0 MG.

Both reservoirs were previously connected to the water system by a single pipe, requiring alternating fill and drain cycles, but in 2021 a second pipe was installed to allow for simultaneous fill and drain of the 13th Avenue reservoirs. During periods of low demand, the reservoirs undergo drawdown and refill cycles to ensure the water does not sit stagnant. The reservoir volume is turned over every four days to ensure water quality. Tank refill typically takes about one day. The two reservoirs may be operated individually, in parallel, or in series.

2.6.4 4th Avenue Reservoir - Not in Use

Constructed in 1963, the oldest of Canby Utility's reservoirs was the steel reservoir previously known as the "4th Street Tank" at the 4th and Fir site. The usable volume of this reservoir prior to discontinuing its use was 500,000 gallons. The reservoir is 40 feet high, with a 57-foot diameter. The 4th Avenue Reservoir was removed from service in August 2016 due to the tank's coal tar epoxy lining and the associated risks to water quality. The on-site booster pump station was previously operated to provide additional pressure and supply for Canby Utility's water system, but it is unusable and has been decommissioned now that the reservoir providing the necessary suction head for this pump station is offline.

While the property is not currently actively used by Canby Utility, there have been discussions regarding its potential future uses. The Utility should continue to evaluate the long-term value of this property.

2.7 Distribution System Pump Stations

2.7.1 General

In addition to the raw water intake pumps, Canby Utility operates two distribution system pump stations. A brief description of each station is presented below and **Table 2-6** presents a summary of existing pumping facilities.

Table 2-6	Pump	Station	Summary
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Pump Station ¹	Original Year Built	Unit	Pumps	Motor Horsepower	Nominal Capacity (gpm)
		1	Constant Speed	50	1,000
13th Avenue Pump Station	1092	2	Constant Speed	50	1,000
	1965	3	Variable Speed	75	1,800
		4	Constant Speed	75	1,800
		1	Variable Speed	100	2,200
Cedar Treatment Plant Pump station	1972	2	Variable Speed	100	2,200
		3	Variable Speed	200	3,500
		4	Constant Speed	25	270

2.7.2 Cedar Treatment Plant Pump Station

The Cedar Treatment Plant Pump Station located at the water treatment plant houses four pumps that pump from the clearwell into the distribution system. The largest pump is a 200 hp split-case vertical pump with a nominal capacity of approximately 3,500 gpm at 70 pounds per square inch (psi). This pump must carefully be operated simultaneously with the other three pump units as they are not hydraulically compatible. The pump station also houses two 100-hp split case horizontal pumps with nominal capacities of approximately 2,200 gpm each. All three of these pumps are controlled by a variable frequency drive (VFD). The smallest pump is a 25-hp split case jockey pump with a nominal capacity of approximately 270 gpm. The firm capacity of the pump station is approximately 4,670 gpm, with a maximum flow of 6,111 gpm limited by the required disinfectant contact time established through a recent tracer test. The Cedar Treatment Plant Pump Station serves as the primary source of supply during normal operation and operates continuously to maintain pressure in the distribution system.

2.7.3 13th Avenue Pump Station

The pump station located at the 13th Avenue Reservoirs houses four pumps. The two 50-hp pumps have a nominal capacity of 1,000 gpm each and the two 75-hp pumps have a nominal capacity of approximately 1,800 gpm each. One of the two 75-hp pumps has a VFD. The pump station has a nominal firm capacity of approximately 5,600 gpm. There is an unused pump barrel, which can house another 1,800 gpm/75 hp pump.

2.7.4 4th Avenue Reservoir Pump Station - Not in Use

The pump station at the 4th Avenue Reservoir previously housed two 40-hp pumps with approximately 750 gpm nominal capacity each. This pump station is no longer in use, with the existing equipment abandoned in place.

2.8 Distribution System

The service area is comprised of a single pressure zone. Elevations served range from approximately 100 to 180 feet above mean sea level. The overflow elevation of the water treatment plant clearwell is approximately 198 feet. The system is served by the Cedar Treatment Plant Pump Station at the water treatment plant and the pump station at the 13th Avenue Reservoirs. While pressure ranges are based on pump characteristics and topography, the average system pressure is VFD controlled to approximately 70 psi. The single pressure zone is comprised of residential, commercial and industrial land uses.

The distribution system consists of approximately 87 miles of pipe ranging in diameter from 4 to 16-inch, with 6 and 8-inch diameter pipes being most numerous. In addition, there is approximately 15,000 feet of pipe less than 4 inches in diameter. Pipe material is largely cast/ductile iron, steel, and PVC with copper and asbestos concrete pipe being less common. The total length of pipe in the distribution system, categorized by diameter, is summarized in **Table 2-7**. Future line sizing will be as follows: 4-inch, 6-inch, 8-inch, 12-inch, 18-inch, and 24-inch.

Pipe Diameter (inches)	Current Total (feet)	Current Total (miles)
4	7010	1.33
6	133347	25.26
8	165528	31.35
10	35672	6.76
12	63940	12.11
14	33073	6.27
16	5184	0.99
Less than 4 or unknown	15450	2.93
Total Length	459206	86.98

Table 2-7 | Distribution System Pipe Summary

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CHAPTER 3

Water Requirements

3.1 General

This chapter presents population projections and water demand forecasts for the Canby Utility water service area. Population and water demand forecasts are developed from State, County, and City planning data, current land use designations, historical water demand records, and previous Canby Utility water system planning efforts. Also included in this section is a description of the water service area limits.

3.2 Service Area

The current water service area is the area within the existing City limits. Canby Utility's water system planning area includes all land within the current UGB and encompasses a total area of approximately 3,476 acres.

3.3 Planning Period

The planning period for this WMP is approximately 20 years, to the year 2045. Planning and facility sizing efforts will also use estimated water demands at saturation development, also referred to as "build-out". Build-out occurs when all existing developable land within the planning area has been developed to its ultimate capacity according to current land use and zoning designations. Transmission and distribution facility planning is based on build-out conditions for the Canby Utility water system planning area. This assumption allows for a determination of the ultimate size of facilities.

Typically, if substantial improvements are required beyond the planning period in order to accommodate water demands at saturation development, it is recommended to phase improvements for facilities where incremental expansion is feasible. Unless otherwise noted, recommended improvements identified in this plan are sized for 2045 development conditions within the water system planning area.

3.4 Historical Population

Historical population and other planning tools are used to derive population growth projections.

The PRC provided estimates of the City's historical annual population. Data from 2001 through 2022 is summarized in **Table 3-1**. Population growth trends over this period are illustrated in **Figure 3-1**.

Year	Population	Annual Growth Rate
2022	18,979 ¹	1.20%
2021	18,754	2.93%
2020	18,220	7.49%
2019	16,950	0.89%
2018	16,800	0.84%
2017	16,660	1.46%

Table 3-1 | Historical Population by Year

Year	Population	Annual Growth Rate
2016	16,420	2.56%
2015	16,010	0%
2014	16,010	0.63%
2013	15,910	0.28%
2012	15,865	0.22%
2011	15,830	0%
2010	15,830	3.94%
2009	15,230	0.43%
2008	15,165	0.17%
2007	15,140	2.96%
2006	14,705	2.22%
2005	14,385	1.95%
2004	14,110	1.44%
2003	13,910	3.50%
2002	13,440	5.08%
2001	12,790	

Note:

1. The US Census bureau estimates the 2022 population of Canby, OR to be slightly lower. These differences are due to differing methods of estimating population. PRC estimates adjust based on census data but do not always match census data.





3.5 Water Use Records

Terminology used in this section are defined below:

- ➤ Water demand refers to all water requirements of the system including domestic, commercial, municipal, institutional, industrial, irrigation, and unaccounted-for water.
- Water production is the amount of water produced, treated, and delivered to the distribution system. Water used for backwash and other operations at the water treatment plant is excluded from this quantity.
- > Unaccounted-for water includes system leakage, water loss, and unmetered uses.
- Water consumption is the amount of metered water usage billed to customers. This is also referred to as Customer Usage.

Demands are discussed in terms of gallons per unit of time such as gallons per day (gpd), mgd, or gpm. Demands are also discussed in terms of per capita usage as gallons per capita per day (gpcd). Water production is used to estimate actual water demand in the system.

3.5.1 Unaccounted-for Water

Unaccounted-for water is the difference between water production and water consumption. Generally, a distribution system is in good condition when unaccounted-for water is 10 percent or less. From 2018 through 2022 Canby Utility's unaccounted-for water is estimated to be approximately 8.2 percent and has generally declined over this period as Canby Utility has taken action to reduce levels of unaccounted-for water. Canby Utility maintains daily water production records at its supply sources and treatment facilities. **Table 3-2** summarizes annual water production, water consumption and unaccounted-for water estimates.

Year	Annual Production (MG)	Annual Consumption (MG)	Percent Unaccounted-for Water
2018	790.4	708	10.4
2019	751.4	690.3	8.1
2020	757.3	719.2	5.0
2021	856.8	793.5	7.4
2022	811.0	729.3	10.1
Average	788.2	717.6	8.2

Table 3-2	2018 to	2022 Historica	al Unaccounted-for	Water Summary
				1

3.6 Historical Water Demands

Historically, average daily demand within the service area had been approximately 2.0 to 2.20 mgd and per capita consumption had ranged from approximately 130 to 150 gpcd. **Table 3-3** summarizes recent systemwide water demand trends from 2018 through 2022. Recent five-year average daily demand has increased to approximately 2.05 to 2.35 mgd and per capita usage has decreased to 115 to 130 gpcd. Maximum daily usage has been as high as 6.2 mgd with a maximum daily demand per capita consumption range of approximately 240 to 400 gpcd.

		Historical Water Demands ¹									
Year	Water Service Area Population	Annual Average Inside Demand ² (AID)		Average Day Demand (ADD)		Peak Season ³ Demand (PSD)		Peak Month⁴ Demand (PMD)		Maximum Day ⁵ Demand (MDD)	
		mgd	gpcd	mgd	gpcd	mgd	gpcd	mgd	gpcd	mgd	gpcd
2018	16,800	1.39	83	2.16	129	3.45	205	4.07	242	6.3	402
2019	16,950	1.35	80	2.06	122	3.15	186	3.73	220	4.5	260
2020	18,220	1.38	76	2.07	114	3.47	190	4.04	222	4.5	242
2021	18,754	1.46	78	2.34	125	3.82	204	4.47	238	6.2	330
2022	18,979	1.41	74	2.22	117	4.00	211	4.48	236	5.4	283

Table 3-3 | 2018 to 2022 Historical Population and Water Demand Summary

Notes:

1. Demand is calculated as the total water produced plus any reduction in reservoir storage (in the case of an increase in reservoir storage, this value is negative and is subtracted from produced water).

2. Inside Demand is the average daily demand over November 1 through April 30.

3. Peak Season Demand is the average daily demand for the 92 days of the peak water use season; defined as July 1st to September 30th.

4. Peak Month Demand is the maximum 30-day moving average daily demand. The peak month for the Canby Utility system typically occurs between July and August.

5. Maximum Day Demand is calculated as the 24-hour period with the greatest water demand.

3.7 Population Forecasts

3.7.1 Planning Horizon Population Estimate

The historic annual growth rate for Canby Utility's service area was 1.6 percent from 2001 through 2022. According to PRC projections, this growth rate is expected to slow slightly to 1.4 percent annual population growth through 2045. While short-term growth rates may be more or less than the projected rate of growth, for long-term planning purposes it is anticipated that future growth rates will be the projected 1.4 percent.

3.7.2 Saturation Development Land Use Estimate

In the prior 2010 Water Master Plan, an analysis of available planning documents and Clackamas County GIS data were used to generate an estimate of the saturation development, or build out, population of the Canby Utility water service area. The saturation development analysis was based on the following assumptions:

- Existing agricultural, forest, rural, and vacant zoning will be re-zoned and developed as residential lots at an average density of eight units per acre.
- New developed land would partition into multi-family (10 percent of land area) and single-family residential (70 percent of land area) and roadways (20 percent of land area).
- Existing developed parcels zoned single-family would redevelop into approximately 4,500 square foot lots if the parcel size was greater than 1 acre in size and the property value was less than \$200,000 in 2010. Approximately 457 acres of redevelopment were estimated.
- Undeveloped single-family and multi-family residential land would develop at an average overall density of eight dwelling units per acre.
- > 20 percent of undeveloped land is allocated to roadway.
- > All land within the UGB would fully develop based on these assumptions.
- Each new dwelling unit will have an average of 2.7 people per unit based on the 2000 Census data reported city population of 12,790 and 4,743 dwelling units.

Based on these assumptions the projected saturation development population of the Canby Utility water service area was 46,420 people.

Since the 2010 master plan, no changes to the City's UGB have been made. It is therefore assumed that the prior calculations do not need to be updated.

3.8 Water Demand Projections

Estimates of future water demands were developed from Canby Utility's historical water usage trends from 2018 through 2022 and the population forecasts. For the purposes of this WMP, future estimated average daily water usage is assumed to be approximately 124 gpcd. While this usage is stated as gpcd, this estimate accounts for more than just domestic water use. Total water demand is assigned a per capita value in order to more accurately project water demands with increasing population. Per capita values presented in this
WMP incorporate water produced for all water users and purposes to include distribution system losses. Water demand planning components are summarized in **Table 3-4**.

Estimated water demands are developed by multiplying the estimated per capita water usage by the anticipated population for that year. Peak hourly usage was calculated from continuous data supplied by Veolia and Canby Utility that provided flowrates twice per minute during months of higher demand (June-September). Peak hourly flows are not discussed in gpd but rather in gallons per hour (gph) since these flows are not sustained for a full day. PMD and PSD (July 1 to September 30) forecasts are also developed from the same data set. Water demand forecasts are summarized in **Table 3-5**.

Demand Component	Water Demand (gpcd)	ADD Peaking Factor
Average Day Demand	130	1.00
Peak Season Demand	220	1.69
Peak Month Demand	260	2.00
Maximum Day Demand	360	2.77
Peak Hour Demand ¹	31.8 gpch ¹	6.15

Table 3-4 | Water Demand Projection Criteria Summary

Note:

1. Peak hour demand (PHD) is listed in gph and gpch (gallons per capita hour), as this flow does not persist for the full day. ADD peaking factor accounts for unit conversions.

		Water Demand (mgd)						
Year	Population	Average Day Demand	Peak Season Demand ¹	Peak Month Demand ²	Maximum Day Demand			
2025	19,468	2.40	4.25	5.06	7.01			
2030	20,796	2.57	4.58	5.41	7.49			
2035	22,234	2.75	4.89	5.78	8.00			
2040	23,635	2.92	5.20	6.15	8.51			
2045	25,056	3.09	5.51	6.51	9.02			
Build-out	46,420	5.73	10.21	12.07	16.71			

Table 3-5 | Water Demand and Population Projection Summary

Notes:

1. Peak Season Demand is the average daily demand for the 92 days of the peak water use season; defined as July 1st to September 30th.

2. Peak Month Demand is the maximum 30-day moving average daily demand. The peak month for the Canby Utility system typically occurs between July and August.

3. 2020 population and water demand values based on existing data.

CHAPTER 4

Planning and Analysis Criteria

4.1 General

This chapter presents the planning and analysis criteria used for the Canby Utility's water system analysis. Criteria are presented for water supply source, distribution system piping, service pressures, storage, and pumping facilities. Recommended water needs for fire suppression are also presented. These criteria are used in conjunction with the water demand forecasts presented in **Chapter 3** to complete the analysis of the water distribution system presented in **Chapter 5**.

4.2 Water Supply Source

The water supply should be capable of providing adequate capacity to meet the future MDD projections. Water supply adequacy is measured based on firm capacity of facilities. For a treatment plant, this is the total plant capacity with the largest single treatment train out of service. For a pump station, such as the Emergency Intertie, this is the capacity with the largest pump out of service. If the City develops additional supply sources/systems, consideration should be given to the firm capacity of the combined available sources.

As described in **Chapter 2**, Canby Utility's primary water supply is the Molalla River and is supplemented by groundwater from the Springs Gallery. While Canby Utility has water rights to the Molalla River and adequate intake capacity, the Molalla River's ability to meet long-term demands is limited due to low summer water levels. Therefore, Canby Utility is exploring other long-term supply options, discussed in more detail in **Chapter 6**.

4.3 Distribution System

The water distribution system should be capable of operating within certain system performance limits, or guidelines, under several varying demand and operational conditions. The recommendations of this plan are based on the following performance guidelines, which have been developed through a review of State requirements, American Water Works Association (AWWA) acceptable practice guidelines, Insurance Services Office, Inc. (ISO) guidelines, and operational practices of similar water providers. The recommendations are as follows.

- The distribution system should be capable of supplying the peak hourly demand while maintaining minimum service pressures of not less than approximately 75 percent of normal system pressures.
- The distribution system should be capable of providing the recommended fire flow to a given location while, at the same time, supplying the MDD and maintaining a minimum residual service pressure at any meter in the system of 20 psi. This is the minimum water system pressure required by the State of Oregon Department of Human Services, Drinking Water Program.

Proposed new water mains should be at least 8 inches in diameter in order to supply minimum fire flows. However, in specific scenarios, 6-inch diameter mains are acceptable if no fire hydrant connection is required, there are limited services on the main, the main is dead-ended, and looping or future extension of the main is not anticipated. All new mains shall be looped whenever feasible.

4.4 Service Zones Pressure

Generally, 80 psi is considered the desirable upper pressure limit and 45 psi the lower limit for Canby Utility's water distribution system. However, conformance to this pressure range may not always be possible or practical due to the topographical relief and existing system configurations. The recommendations are as follows:

- It is desirable to achieve the 45 psi lower limit at the point of the highest elevation service meter within the system or pressure zone.
- While pressures in excess of 100 psi may be acceptable in water mains, services must be equipped with individual pressure reducing valves (PRVs) to maintain their static pressures at no more than 80 psi.
- > The minimum service pressure under Fire Flow Conditions must be at least 20 psi.

4.5 Storage Volume

Water storage facilities are typically provided for four purposes: operational storage, equalization storage, fire storage, and emergency storage. Additionally, dead storage and headroom for seismic sloshing should also be included in storage volume calculations. While storage is typically discussed as a volume, limiting factors may actually be based on vertical space in a tank, flow rates, or actual volume of water. **Figure 4-1** provides a visual of the six storage volume components and is followed by a brief discussion of each storage element below, based on the Washington State Water System Design Manual guidelines.





A brief discussion of each storage element is provided below. These component criteria for storage volume are commonly used by other water providers and by AWWA.

Recommended system wide storage is the sum of the operational, equalizing, fire and emergency storage volume components.

Available usable storage in existing storage facilities is the total volume minus any reductions for seismic sloshing or dead storage.

4.5.1 Seismic Storage

Seismic storage is the empty space above the overflow of the reservoir to the top of the wall. This volume of storage loss varies based on the type, age, and condition of the reservoir.

4.5.2 Operational Storage

Operational storage is the volume of storage between the on and off setpoints for facilities supplying the reservoir.

4.5.3 Equalization Storage

Equalization storage is required to meet water system demands when zone demands exceed supply delivery capacity. The volume is generally considered to be the difference between PHD and MDD on a 24-

hour duration basis. The Washington Standards calculate equalization storage as (PHD - Qs)x150 minutes, where Qs is the total supply available to the zone.

4.5.4 Fire Storage

Fire storage should be provided to meet the single most severe fire flow demand within each zone. The fire storage volume is determined by multiplying the recommended fire flow rate by the expected duration of that flow. Specific fire flow and duration recommendations are discussed later in this chapter.

4.5.5 Emergency Storage

Emergency storage is often provided to supply water from storage during emergencies such as pipeline failures, equipment failures, power outages or natural disasters. The amount of emergency storage provided can be highly variable depending upon an assessment of risk and the desired degree of system reliability. Provisions for emergency storage in other systems vary from none to a volume that would supply a maximum day's flow or higher. Based on discussions with Canby Utility and Veolia Water North America staff, a storage of 1.5 times ADD was adopted. These criteria considered the following.

- > Partial source redundancy (RIG and Springs Gallery)
- Separate water treatment filter units
- > Water rationing procedures in place in the event of an emergency.

4.5.6 Dead Storage

Dead storage is the volume of storage lost due to the inaccessibility of water below the tank outflow.

4.6 Pump Station Capacity Requirements

Pump stations supplying constant pressure service without the benefit of gravity storage should have firm pumping capacity to meet PHD while simultaneously supplying fire suppression flow for the largest fire flow demand in the pressure zone. Firm pumping capacity is defined as a station's pumping capacity with the largest pump out of service.

When considering that the Canby Utility water system has no existing gravity storage and is served by multiple pump stations, these additional criteria should be considered:

- Adequate supply capacity (MDD plus fire flow) should be supplied with the loss of the largest pump.
- As the system has a single supply source, the Cedar Treatment Plant Pump Station must have firm capacity to provide the MDD from the water treatment plant clearwell.
- > The total firm capacity of all pumping facilities should be greater than or equal to PHD.

4.7 Fire Flow Recommendations

The water distribution system provides water for domestic use and fire suppression. The amount of water required for fire suppression purposes at a specific location is associated with the local building size and construction type. Zoning and land use are used as analogs for building size when evaluating required fire flows for planning within the City's water service area.

Fire flow requirements are typically much greater in magnitude than the MDD in any local area. Therefore, fire flow must be considered when sizing pipes to ensure adequate hydraulic capacity is available for these potentially large demands.

Fire protection for Canby Utility's service area is provided by Canby Fire District No. 62. Generally, the 2022 Oregon Fire Code (OFC) has been adopted as the standard. A summary of fire flow recommendations is presented in **Table 4-1**.

4.7.1 Single-Family and Two-Family Dwellings

The 2022 OFC guidelines specify a minimum fire flow of 1,000 gpm for single-family and two-family dwellings with square footage of 3,600 square feet or less. For residential structures larger than 3,600 square feet, the minimum fire flow requirement is 1,500 gpm. The actual fire flow requirement is based on building construction and size and can be found in the OFC, Appendix B, Table B105.1(2).

For the purposes of this WMP, distribution piping fire flow capacity will be tested in the water system hydraulic model with a minimum requirement of 1,500 gpm to accommodate the range of potential future residential development in the City. Where deficiencies are identified in the existing system based on this 1,500 gpm requirement, existing homes that are less than 3,600 square feet will be evaluated at a 1,000 gpm fire flow to confirm if a potential deficiency exists for current customers.

4.7.2 Other Dwelling Types

For buildings that are not single- and two-family residential dwellings, the fire flow requirement is based on building type and size and can be found in the OFC, Appendix B, Table B105.1(2). The fire flow rate and duration requirements are reduced if a building has an automatic sprinkler system. Section B106.1 of the OFC sets the maximum fire flow requirement at 3,000 gpm. This applies to any new, altered, moved, enlarged, or repaired building. Buildings that require more than 3,000 gpm need approval from the fire code official.

Table 4-1	Summary	of Recomme	ended Fire	Flows
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Land Use Type	Recommended Fire Flow (gpm)	Duration (hours)
Single- or Two-Family Residential <=3,600 square feet	1,000 gpm	2
Residential >3,600 square feet and other Buildings	Use OFC criteria for building size and type up to a maximum of 3,000 gpm	3
Commercial and Industrial	Use OFC criteria for building size and type up to a maximum of 3,000 gpm	3

4.8 Seismic Resilience

Recently, regional emergency preparedness programs have focused on the imminent threat and extreme risk of a Cascadia Subduction Zone (CSZ) earthquake. Following this research, the State of Oregon has developed the Oregon Resilience Plan (ORP) to establish target timelines for utilities to provide service following a seismic event.

As part of this WMP, the City has decided to complete a seismic risk assessment of their existing water system. Seismic criteria and analysis are presented in **Chapter 7**.

4.9 Summary

The criteria developed in this chapter are used in **Chapter 5** to assess the system's ability to provide adequate water service under existing conditions and to guide improvements needed to provide service for future water needs. Planning criteria for Canby Utility's pump stations, distribution system, pressure zones, and storage facilities are summarized as follows:

- Pump Station Capacity Requirements: In general, pump stations supplying constant pressure service without the benefit of storage should have firm pumping capacity to meet MDD while simultaneously supplying fire suppression flow for the largest fire flow demand in the pressure zone. The configuration of the Canby Utility water system has additional capacity requirements:
 - Adequate supply capacity (MDD plus fire flow) should be supplied with the loss of a pump station. This requirement should be considered for all stations not supplied with backup emergency power.
 - The system currently operates with a single supply source; as such the Cedar Treatment Plant Pump Station have firm capacity to provide the maximum daily demand from the water treatment plant clearwell. Future long-term supply options are being explored and discussed in further detail in **Chapter 6**.
- Distribution System Criteria: The distribution system should be capable of supplying the PHD while maintaining minimum service pressures of not less than approximately 75 percent of normal system pressures.
- Service Pressure Criteria: Minimum static system service pressures within each pressure zone should be at least 35 psi, with a recommended maximum upper limit of approximately 80 psi.
- Storage Volume Criteria: Recommended storage volume capacity for Canby Utility is the sum of the operational, fire, equalization, and emergency storage volume components.

CHAPTER 5

Water System Analysis

5.1 General

This chapter presents an analysis of the Canby Utility water distribution system based on the planning and analysis criteria from **Chapter 4**. The analysis includes an evaluation of the system's storage and pumping capacity requirements and presents the findings of a computerized hydraulic network analysis of the water distribution system.

Through these evaluations and analysis, deficiencies are identified, and improvement options developed. **Chapter 8** presents a recommended CIP that includes prioritized improvements to correct deficiencies found through the analysis and which provides for system expansion. Population projections and water demand forecasts presented in **Chapter 3** are used to determine the need for certain improvements such as increased storage capacity, distribution system upgrades and increased pumping capacity.

5.2 Distribution System Analysis

5.2.1 General

A hydraulic network analysis computer program was used to evaluate the performance of the existing distribution system and to aid in the development of proposed system improvements. Bentley's WaterCAD V8i is a network analysis program that develops and uses a digital base map of the water distribution system. The purpose of the computer network modeling is to determine pressure and flow relationships throughout the distribution system for a variety of critical hydraulic conditions. System performance and adequacy is then evaluated on the basis of water demand forecasts developed in **Chapter 3** and planning criteria presented in **Chapter 4**.

5.2.2 Hydraulic Model

The original hydraulic model (model) used in this analysis was created and calibrated in conjunction with Canby Utility's 2003 Water Master Plan. The model was subsequently updated in 2009 as part of the 2010 Water Master Plan Update.

As part of this 2023 WMP, the model was updated and calibrated based on current water system GIS data provided by Canby Utility, input from the Utility, and updated system demands developed in **Chapter 3**.

The updated hydraulic model was used to perform the system analysis and to illustrate recommended improvements. All pipes are shown as "links" between "nodes" which represent pipeline junctions or changes in pipe size.

5.2.3 Modeling Conditions

To simulate system operation under maximum usage conditions, it is necessary to determine the water usage anticipated for the highest water use day of the year. For this purpose, the MDDs at 2045 and at saturation development, previously presented as part of **Table 3-5**, were distributed throughout the system.

The computer analysis was performed with all system facilities in operation. In order to use the hydraulic model of the water system to assess system adequacy, several system conditions were examined. The adequacy of the system's major transmission piping and the system's ability to provide recommended fire flows throughout the system were analyzed.

All fire flow modeling was performed assuming that the system must be capable of providing the recommended fire flows while maintaining a minimum system pressure of approximately 20 psi to all services within the system.

5.2.4 Modeling Results

5.2.4.1 Fire Flows

The distribution system analysis under MDD for existing conditions and for the 20-year planning horizon indicate that no improvements are required in order to provide recommended fire flows while maintaining required minimum service pressure. Fire flows were simulated using Canby Utility's model throughout the study area based on the estimated fire flow recommendations for land uses as presented in **Chapter 4**.

Fire flow scenarios test the distribution system's ability to provide required fire flows at a given location while simultaneously supplying MDD and maintaining a minimum residual service pressure of 20 psi at all services without exceeding a maximum velocity of 14 feet per second in all pipes. Required fire flows are assigned based on the zoning surrounding each node as summarized in **Chapter 4**. Three fire flow scenarios were simulated and are summarized with the correlating figures as follows:

- > Existing System (Primary Molalla Source), current demands, shown in Figure 5-1
- > Existing System (Primary Molalla Source), 2045 demands, shown in Figure 5-2
- > Future System (Primary Willamette Source), 2045 demands, shown in Figure 5-3

Based on the Utility's model, **Table 5-1** lists the existing fire flow deficiencies in the system which are anticipated to be addressed by upsizing existing piping. Generally, Canby Utility's fire flow deficiencies are considered relatively minor as compared to Canby Utility's immediate need of developing a new long-term supply source. Through discussions with Canby Utility, and further discussed in **Chapter 6**, it is recommended the Utility prioritize the long-term supply project, with fire flow deficiency projects to be addressed in the long-term. **Chapter 8** details CIP recommendations based on the fire flow deficiencies. The development of the Utility's new long-term supply source is expected to resolve fire flow deficiencies 4, 5, and 6. Therefore, no CIP projects are proposed to address these deficiencies.

5.2.4.2 Future Transmission System Looping

Canby Utility anticipates completing the following planned transmission system looping projects to support future growth. These areas 1) from SE Hazeldell Way to SE Territorial, along SE 1st Avenue, Otto Road, the new City-planned Industrial Roadway Connection to HWY 99E, 2) SE 1st Avenue to approximately 2483 SE Territorial Road, along S Haines Road and S Carriage Lane, and 3) Transmission piping looping along SE 1st Ave, S Haines Road to approximately 2600 SE Territorial Road. These system extensions are discussed in **Chapter 8** and included on the Future System Analysis in **Figure 5-3**.







Table 5-1 | Fire Flow Deficiencies

ID	Site Description	Nearest Street / Intersection	Required Flow (gpm)	Existing System - Available Flow (gpm) (Figure 5-1)	Existing System with 2045 demands - Available Flow (gpm) (Figure 5-2)	Future System with 2045 demands - Available Flow (gpm) (Figure 5-3)	Existing Pipe Dia.	Proposed Size	CIP ID
1	Carriage Court Apartments; cul-de-sac	NW 5th Cir	2,000	2005	1935	1861	6	8	D-05
2	SE 2nd Ave, east of S Locust St	SE 2 nd Ave & S Locust St	2,000	2033	1807	1766	6	8	D-06
3	Cul-de-sac	S Manzania Ct	2,000	2096	1849	1818	6	8	D-07
4	Cul-de-sac adjacent to Willamette Plastics	NW 5th Pl	3,000	3005	2910	2950 ²	6		
5	Inside industrial park of ICC Northwest and SMS Auto Fabrics	4th Ave & S Redwood St	3,000	3283	2797	2992 ²	8		
6	Inside industrial park of ICC Northwest and SMS Auto Fabrics	4th Ave & S Redwood St	3,000	3283	2797	2992 ²	8		

Notes:

1. All three hydrants reside in the same business park and consolidated into one CIP project.

2. Deficiencies within 5% of the required fire flow are ignored due to model accuracy.

5.3 Pump Station Capacity Analysis

5.3.1 General

Existing pump station capacities were evaluated with respect to existing and estimated future firm capacity requirements assuming that service continues to be provided through continuous operation pump stations supplied from the existing water treatment plant. Estimated demands at the end of the 20-year planning horizon and at saturation development are used to establish firm pumping requirements for existing and proposed pump stations in accordance with the pump station planning criteria presented in **Chapter 4**. Continuous operation pump stations should supply a firm pumping capacity able to meet MDD plus fire flow or maximum instantaneous demand, whichever is greatest. For the Canby Utility system, MDD plus fire flow governs except under the saturation development condition. **Table 5-2** and **Table 5-3** present a summary of estimated firm pumping capacity requirements for each pump station under existing and future conditions, respectively. Further discussion of the recommended capacities for each pump station is presented below.

Table 5-2 | Existing Pumping Capacity Recommendation Summary

Pump Stations	Estimated Existing Station Capacity (mgd)	Estimated Existing Nominal Firm Capacity (mgd)	Recommended Firm Capacity (mgd)	Capacity Deficit (mgd)
Cedar Treatment Plant Pump Station	11.8	6.7	6.2 ¹	0.0
13th Avenue Pump Station	8.1	5.5	4.3 ²	0.0

Notes:

1. The Cedar Treatment Plant Pump Station must deliver maximum daily demand from the WTP to the distribution system.

2. Firm capacity is required to deliver fire flow of 3000 gpm.

Pump Stations	Estimated	Estimated	Recomme Capaci	ended Firm ty (mgd)	Capacity Deficit (mgd)		
	Capacity (mgd)	Capacity (mgd)	2045	Build-out	2045	Build-out	
Cedar Treatment Plant Pump Station	11.8	6.7	9.0	16.7	2.3-	10.0-	
13th Avenue Pump Station	8.1	5.5	4.3	4.3	0.0	0.0	

Table 5-3 | Future Pumping Capacity Recommendation Summary

Notes:

1. The Cedar Treatment Plant Pump Station must deliver maximum daily demand from the WTP to the distribution system.

2. Firm capacity is required to deliver fire flow of 3,000 gpm.

5.3.2 Cedar Treatment Plant Pump Station

The Cedar Treatment Plant Pump Station is a critical facility. All water supply must pass through this station to reach the distribution system. As such, the station has a minimum required firm capacity equal to the MDD. Firm capacity assumes the scenario of the largest pump at the Cedar Treatment Plant Pump Station is out of service. Existing firm capacity under this scenario is 6.7 mgd. As shown in **Table 5-3**, the Cedar Treatment Plant Pump Station have a firm pumping capacity deficit of 2.3 mgd by the year 2045. Canby Utility is expected to pursue and implement a new source of supply by 2030. Consequently, this deficit will be addressed through the implementation of source and supply capacity improvements discussed further in **Chapter 8**.

5.3.3 13th Avenue Pump Station

The 13th Avenue Pump Station provides emergency and fire flow supply to the distribution system from ground level storage reservoirs. In conjunction with the Cedar Treatment Plant Pump Station meeting MDD, the 13th Avenue Pump Station has adequate capacity to meet system-wide fireflow requirements.

As described in **Chapter 2**, there is an unused pump barrel at the pump station, which can house another 1,800 gpm/75 hp pump. It is recommended that an additional pump be installed to provide expanded system resilience in the event of a disruption of the Cedar Treatment Plant Pump Station. This recommendation is discussed further in **Chapter 8**.

5.3.4 4th Avenue Pump Station – Not in Use

As discussed in **Chapter 2**, this pump station is no longer in use, with the prior equipment abandoned in place. This pump station was not included in the pump station capacity analysis.

5.4 Storage Volume Analysis

As discussed in **Chapter 4**, the total volume of storage required for the Canby Utility's distribution system includes operational storage, emergency storage, equalization storage, and storage for fire suppression. Operational storage volume should be sufficient to supply demand fluctuations throughout the day resulting from typical customer water use patterns. Emergency storage is provided to supply water from storage during emergencies such as pipeline failures, power outages or natural disasters. Equalization storage is provided to meet water system demands when demands exceed supply delivery capacity. A reasonable volume for emergency storage is approximately one-and-one-half (1.5) ADD. Fire storage is provided to meet the single most severe fire flow demand within the service area.

Table 5-4 illustrates the individual storage components and combined storage needs recommended for operational, fire, equalization and emergency purposes under existing demand conditions, projected demands in the year 2045 and at saturation development.

		Storage	Components	Recommended	Existing	Storage	
Year	Operational (mg)	Fire ¹ (mg)	Equalization (mg)	Emergency (mg)	Total Storage (mg)	Storage (mg)	Deficit (mg)
Existing	0.6	0.54	0.0	3.1	4.2	4.4	0.0
		Under Ex	isting Conditions	Emergency Sto	orage Criteria		
2045	0.9	0.54	0.2	4.6	6.2	4.4	1.8
Build-out	1.7	0.54	1.4	8.6	12.2	4.4	7.8

Table 5-4	Storage	Volume	Recomme	endation	Summarv
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Notes:

1. Single most severe fire flow demand is assumed to be industrial/commercial at 3000 gpm for a duration of 3 hours.

Over the 20-year planning horizon, there is an anticipated 2045 storage deficit of nearly two million gallons. Beyond 2045 and at saturation development, there is a need for additional storage up to 7.8 mg. It is anticipated that additional storage capacity will be required as Canby Utility pursues a new source of supply. As such, a new reservoir is recommended in the immediate term in conjunction with the Utility's source and supply capacity improvements. Recommendations for additional storage capacity are presented in **Chapter 8**.

CHAPTER 6

Water Supply, Treatment Analysis and Recommendations

6.1 General

This chapter describes the evaluation of Canby Utility's water supply and treatment facilities. This analysis is based on water demand projections established in **Chapter 3** as well as criteria established in **Chapter 4**. Findings generated through this analysis are further developed and incorporated into the CIP as presented in **Chapter 8**.

Included in this chapter is an evaluation of Canby Utility's raw water supply source. Securing an additional supply source or expanding capacity of the existing system will be necessary to accommodate growth in the service area over the 20-year planning horizon. A new water treatment facility will be required to expand the potable water supply. Additionally, modifications to the existing water treatment facilities are considered to increase supply resiliency and redundancy.

6.2 Water Supply Analysis

Canby Utility has water rights for 20.0 cfs (12.9 mgd) from the Molalla River, but low flow summer water availability is much less. Based on observed water levels during the summer season, additional Molalla River supply beyond the current treatment capacity of approximately 8.0 mgd is not anticipated to be available year-round. As identified in **Chapter 3**, the forecasted MDD is projected to be above 8.0 mgd by 2035, approaching 10 mgd beyond 2045, with an ultimate build-out MDD of approximately 16.7 mgd.

Consequently, a new long-term supply source needs to be developed to provide a minimum capacity of 8.0 mgd by 2030 and ultimately a capacity of approximately 10 mgd. **Figure 6-1** presents Canby Utility's existing supply capacity from the Molalla River source and forecasted maximum daily demand illustrating the timing and capacity needed for additional long-term supply.



Figure 6-1 | Forecasted Maximum Daily Water Demand and Available Supply

6.2.1 Water Supply Criteria and Considerations

To be considered a feasible option, a long-term water supply source must meet several criteria which are:

- Ability to meet all, or a substantial portion, of the long-term water supply needs for Canby Utility's water service area.
- Ability to cost-effectively integrate source options into current treatment, supply, and distribution system.
- > An economical supply source development cost.
- Ability to provide source redundancy and reliability as Canby Utility does not have significant emergency water sources or emergency interties with other water providers.

In previous studies, the 2010 Water Master Plan and a separate Water Supply Analysis Study (2013), alternatives were evaluated to create expanded long-term supply.

6.2.2 Summary of Previous Studies

6.2.2.1 Water Master Plan – Alternatives and Recommendations (2010)

The previous 2010 Water Master Plan presented five long-term supply alternatives for consideration:

- 1. Expansion of the existing Molalla River supply
- 2. Development of expanded or new groundwater supplies, including potential use of Aquifer Storage and Recovery (ASR) as a peaking and emergency source
- 3. Water supply from the Clackamas River in partnership with one of the existing Clackamas River water providers
- 4. Water supply from the City of Wilsonville Willamette River Water Treatment Plant (WRWTP) with potential joint development of transmission facilities to serve Canby Utility and the Charbonneau area.
- 5. Development of new Willamette River supply intake in or adjacent to Canby, and use of the existing water treatment plant (with upgrades and expansion) or new treatment facilities

Recommended Supply Alternative: After initial screening, Alternatives 4 and 5, the Wilsonville Willamette River Supply and the new Willamette River Intake alternatives, were considered the most feasible from a water rights access and water availability perspective.

The additional cost of expanding the WRWTP (including high-head pumping) to supply Canby made Alternative 4 less favorable. The new Willamette River Intake (Alternative 5) was recommended based on its cost and fewer anticipated project challenges. Alternative 5 was further conceptualized into two separate alternatives, 1) a potential expansion of Canby Utility's existing water treatment plant, with the construction of a new Willamette River intake structure, and 2) the construction of a new water treatment plant for the Willamette River Supply.

6.2.2.2 Water Supply Analysis Study (2013)

In 2013, Canby Utility further evaluated Alternatives 3, 4, and 5. Alternatives 4 and 5 were further broken down into two and four separate alternatives, respectively. The seven alternatives were ranked, with the most favorable identified as the following:

New Willamette River Intake at Canby - Existing Canby Utility Willamette Water Right Point of Diversion (POD), downstream of the Molalla River

Canby Utility's current water treatment plant has been expanded as much as possible within the restrictions of its relatively small site; the new water treatment plant would be constructed at an alternate location. Canby Utility currently owns water rights for 12.4 cfs (8 mgd) on the Willamette River with a POD near the Canby Wastewater Treatment Plant on Logging Country Road. Development of this supply at this existing POD requires a new intake structure and water treatment plant and land on which to construct them.

6.3 Advancing with Recommended Alternatives

As identified in **Chapter 3**, Canby Utility's forecasted MDD is projected to surpass its available supply in 2035. The development of supply from the Willamette River near the City would require the planning, land acquisition, design, permitting, and construction of new river intake and treatment facilities. In order for the new facilities to be online by 2030, the Utility needs to begin project implementation immediately.

6.3.1 Timeline

Figure 6-2 presents an approximate timeline to complete the design, permitting, and construction of new source and treatment facilities. Anticipated project costs are discussed in **Chapter 8.** Project components include:

- Project Implementation plan
 - Program Management, Procurement, Funding Schedule, Cash Flow, Permitting Strategy
- Conceptual Design and Alternatives Analysis
- > Permitting
- ➢ Final Design
- Construction

Figure 6-2 | New Source and Treatment Timeline



6.4 Analysis of Potential Improvements to the Existing WTP

The previous 2010 Water Master Plan presented a brief analysis of the existing water treatment facilities was completed in coordination with Veolia staff to identify potential performance and operational issues at the existing water treatment plant. While Canby Utility is currently prioritizing the development and construction of a new long-term supply source, it will also need to make a decision regarding the future of its existing Molalla Water Treatment Plant. If the Utility elect to retain its existing plant as a redundant

supply source, Cost estimates for recommended improvements to facilitate this option are presented in **Chapter 8**.

6.4.1 Pretreatment Improvements

During periods of high turbidity in the Molalla River (which occur sporadically during the rainy season, but especially so during heavy rain/runoff events), operation of the MRI is curtailed and the intake from the RIG and Springs Gallery is used instead. Due to these operational limitations during the fall, winter and spring, the plant capacity is often limited by raw water quality to approximately half the full plant capacity based on observations of Veolia staff. In practice, the plant cannot adequately treat raw water with turbidity above 20 Nephelometric Turbidity Units (NTU).

While the existing circular pretreatment basin provides some sedimentation, it is inadequately sized for the current capacity of the water treatment plant. The basin exhibits severe short-circuiting and cannot reliably form a settleable floc to reduce the solids loading to the package filter units. This significantly reduces filter run durations and increases backwash frequency during high raw water turbidity events. It is recommended that a new common clarification process be considered to feed all filter units allowing for effective pretreatment of high turbidity source water. A common point for chemical coagulant addition is also recommended upstream of the sedimentation process which allows for improved operational flexibility and performance. While a detailed analysis and comparison of pretreatment alternatives is beyond the scope of this study, there are a number of pretreatment process alternatives which can be considered including:

- Conventional horizontal-flow flocculation/sedimentation basins (with or without plate settlers or tube settlers)
- Reactor-clarifiers
- > Upflow sludge blanket clarifiers
- > Ballasted flocculation/sedimentation using microsand (Actiflo)

The available space for adding pretreatment at the WTP site may limit the alternatives to those with relatively-high surface loading rates. For the purposes of this planning study, it was assumed that Actiflo would be implemented as the preferred pretreatment process, since it will have the smallest footprint requirement. It was also assumed that 8 mgd of clarification pretreatment would be installed to allow production of the maximum plant capacity during all times of the year. A more-detailed analysis of the pretreatment capacity requirements may result in a lower initial installed capacity, perhaps as low as 4 mgd since water demands are typically lower during the periods of the year when high raw water turbidities occur.

6.4.2 SCADA/Instrumentation and Controls Improvements

The existing package filters should be modified and equipped with filter head loss pressure differential transmitters capable of real time indication of the pressure differential across each filter. This will allow for better monitoring of filter performance, improve operational efficiency, and reduce the potential for high turbidity water entering the clearwell.

6.4.3 Taste and Odor Control

Veolia staff reported that the raw water and the finished water exhibited earthy/musty tastes and odors (T&O) during the late summer and early fall of 2009. Staff reported that some customer complaints were received during this period. Limited sampling of the water indicated that measurable levels of methylisoborneal (MIB) and/or geosmin were detected. MWH Americas, Inc., subsequently performed a T&O study in 2015.

Both of these compounds are often found in surface water supplies when elevated concentrations of algae occur (they are metabolytes of algal activity). In the Pacific Northwest, many surface water supplies experience algae and T&O during summer and early fall when flows are low and water temperatures are at their highest. MIB and/or geosmin concentrations as low as 5 parts per trillion (ppt) can be detected by the human nose and/or palate and impart the noticeable earthy/musty attribute. If pre-chlorination of the raw water supply is practiced, this can often exacerbate the intensity of these T&O compounds.

The existing Molalla River Water Treatment Plant is not equipped to remove/reduce challenging T&O compounds such as MIB and geosmin. There are four proven treatment processes which can reduce/remove MIB and geosmin from the water supply including:

- 1. High doses of powdered activated carbon (PAC) which needs to be added prior to filtration and requires a clarification system to ensure that most of the PAC particles do not carry over to the filters.
- 2. Granular activated carbon (GAC), either as a filter media in place of anthracite or as a post-filter adsorber. Use of GAC as a filter media requires at least 5 minutes of empty bed contact time (EBCT).
- 3. Ozone, which is a highly reactive gas produced on-site and injected into the water prior to filtration. It is preferable to add ozone following pretreatment rather than adding it directly to the raw water, to reduce the applied dosage and to lower the capital/operating costs.
- 4. Advanced oxidation (AO) utilizing a combination of high doses of UV light with hydrogen peroxide. The high required UV dose is significantly higher than can be applied by the existing UV reactors installed at the WTP, and therefore could not be used for T&O control without an expensive retrofit.

All of these options require a significant capital and operating cost investment. A PAC system will have the lowest costs and is usually the best approach for seasonal T&O control on a limited/infrequent basis. A detailed review and comparison of T&O control options is beyond the scope of this study.

Canby Utility has indicated that it does not appear necessary to include T&O control upgrades to the existing water treatment plant based on the limited events which have occurred in the past, and also due to limited customer complaints. *Therefore, no T&O control improvements are included in the recommended CIP.* However, if Canby Utility gives serious consideration to implementing pretreatment improvements at the existing water treatment plant as indicated above, it should consider also including a new PAC storage and feed system for T&O control. The impacts of PAC addition to the residuals/solids handling system should also be investigated.

CHAPTER 7

Seismic Resilience Evaluation

7.1 Introduction

Cities and purveyors throughout the region are increasingly aware of the risk to their infrastructure from potential seismic activity. Following recent seismic research which presented persuasive evidence on the imminent threat and extreme risk of a CSZ earthquake, the State of Oregon developed the ORP. The ORP established target timelines for water utilities to provide service following a seismic event. It also recognized that water providers and existing water infrastructure are currently unable to meet these recovery goals. To improve existing water systems' seismic resilience, one of the ORP's key recommendations was for water utilities to complete a seismic risk assessment and mitigation plan as part of their periodic WMP update. The State of Oregon formalized this recommendation under 333-061-0060(5)(J), and now, utilities located in seismic hazard areas are required to include a seismic risk assessment and mitigation plan in their WMPs.

The overall objective of this evaluation is to identify and document risks and establish a framework for mitigating these risks over a period of 50 years so the Utility's water system achieves a higher level of resilience to seismic events.

7.2 Key Water System Facilities

After a seismic event, it will be important to return service to critical customers and key locations as quickly as possible. The ORP developed target recovery goals for each functional category for water systems (see **Figure 7-1**). These time frames range from 0 to 24 hours for key facilities and limited fire suppression up to six months to one year for 90 percent distribution system operational.

The recovery goals were based on typical water systems within the Willamette Valley. The ORP recommends that individual systems establish their own target recovery goals. Canby Utility's current priority to increase system resiliency is through the development of a new long-term supply.

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Distribution system operational			8	Ŷ	6				x		1

7.2.1 Water System Backbone

Through a workshop process involving City staff and Canby Utility the project team identified a distribution system backbone and key facilities that should have water service uninterrupted or quickly restored after a seismic event, consistent with ORP guidelines. Critical transmission piping was identified and categorized into two tiers. Tier 1 transmission connects key facilities from the intake to Canby Police, 13th Avenue Reservoir site, and Canby Fire Station 62. Tier 2 transmission extends east from the fire station and creates a looped system to the north and the south, connecting at the intersection of 4th Avenue and Sequoia Parkway. The distribution backbone is illustrated in **Figure 7-2**.

Critical public facilities were also identified along the distribution system backbone that should have water service uninterrupted or quickly restored after a seismic event, consistent with ORP guidelines.

- 1) The Canby Police Station, located at 1175 NW 3rd Avenue, will operate as the City's Emergency Operations Center.
- 2) The Canby Fire Department Station 361, located at 221 S Pine Street, is located near Canby Utility facilities and will provide the ability to respond to fire incidents.
- 3) The Canby Fire Department Station 363, located at 1460 NE Territorial Rd, is located near the City shops and the future potential site of the Utility's new Willamette Treatment Plant.

The primary objective of establishing a distribution system backbone and identifying critical facilities is to focus the Utility's investment in mitigating seismic risk on facilities which will be essential to supplying drinking water to the community at discrete locations (and in limited volumes) immediately following a seismic event. Backbone mains are divided into higher-priority Tier 1 mains, which serve the most critical water system facilities and lower-priority Tier 2 mains.

7.3 Seismic Hazards Evaluation

The seismic hazards evaluation was conducted through a review of the Oregon Department of Geology and Mineral Industries (DOGAMI) seismic hazards maps. Seismic hazards were evaluated based on existing M9 CSZ earthquake hazard maps published for the Portland Metro region by the DOGAMI (Madin and Burns, 2012). For this assessment, these maps were refined for Canby Utility's water service area.

Through the review of DOGAMI seismic hazards data, estimates of strong ground shaking, liquefactioninduced settlement, lateral spreading displacement, seismic landslide slope instability were developed and are presented in **Figure 7-3**, **Figure 7-4**, **Figure 7-5**, and **Figure 7-6**.





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7.3.1 Seismic Hazard Findings

The likelihood and relative magnitude of four seismic hazards were analyzed, as these hazards all have the potential to damage buried water mains and other water facilities.

Seismic hazards are present for the Utility's water system and discussed below.

7.3.1.1 Strong Ground Shaking

The system backbone primary is located in a low hazard zone. However, there are two areas of the backbone transmission system located in a medium zone, 1) between the intersection of N Birch St and NW 10th Ave and NW Territorial Rd, slightly east of N Birch St, and 2) along S Elm St between SW 3rd Ave and SW 6th Ave.

7.3.1.2 Liquefaction Settlement

The system backbone transmission main primarily runs through areas characterized by low to medium liquefaction settlement hazard zones. Tier 1 transmission main located in Downtown Canby and Tier 2 transmission main on the southeast end of the system are located in areas not subject to liquefaction settlement. Pipe Sections of the backbone in the Northwest, Southwest, and Northeast ends of the system are situated in areas exhibit moderate susceptibility to liquefaction.

7.3.1.3 Lateral Spreading Displacement

In general, the lateral spreading hazard is minimal over most of the system backbone. Areas of the backbone along the northeast, northwest, and southwest are primarily situated in low hazard zones, with localized areas of medium zones.

7.3.1.4 Landslide

The majority of the water system backbone is not subject to a landslide hazard. However, there is a localized area of transmission main backbone located in a high hazard zone near the backwash ponds and along tier 2 piping situated in the northeast and section of the backbone.

7.4 Pipe Fragility Analysis

Pipeline fragility describes the likelihood of pipeline damage by estimating the necessary rate of repair (RR) per 1,000 feet of main following an earthquake. The estimated RR is based on the pipe material, installation, and surrounding ground conditions. While the actual location of pipeline damage cannot be predicted, the pipeline fragility analysis provides a measure of the expected severity of damage to the water system backbone overall and may identify areas of higher relative risk where mitigation efforts should be focused first.

7.4.1 Analysis Method

This analysis focused on estimating RR for the water system backbone mains (not the entire distribution system) illustrated on **Figure 7-2**. Backbone pipeline fragility was evaluated using the pipe data in the Utility's current water system GIS data, seismic geohazards described earlier in this section, and the Seismic Fragility Formulations for Water Systems guideline developed by the American Lifelines Alliance (ALA). The ALA is a partnership between the Federal Emergency Management Agency (FEMA) and the American Society of Civil Engineers (ASCE).

The ALA guideline damage algorithms used to calculate RR per 1,000 linear feet (LF) of pipe are based on empirical evidence catalogued after major earthquakes such as the 1989 Loma Prieta Earthquake in the San Francisco bay area and the 1995 Great Hanshin earthquake in Hyogoken-Nanbu (Kobe), Japan. The guideline recommends using two pipe vulnerability functions, each of which address a different seismic hazard.

1. RR = K1 * 0.00187 * PGV

This function estimates a RR per 1,000 LF of pipe due to seismic wave propagation or ground shaking. The magnitude of ground shaking is represented by peak ground velocity (PGV).

2. RR = K2 * 1.06 * PGD^{0.319}

This function estimates a RR per 1,000 LF of pipe due to PGD. PGD can be the result of landslide or lateral spreading due to soil liquefaction.

In the pipe vulnerability equations above, K1 and K2 are empirical fragility constants which are used to scale the RR for different pipe diameters, pipe materials, and joint types. K1 generally represents the strength and flexibility of the pipe material to withstand ground shaking. K2 generally represents the strength and flexibility of the pipe joint to resist separation during ground deformation. A larger K value correlates with higher material or joint vulnerability.

7.4.2 Pipe Installation and Materials (K Value Selection)

The ALA seismic fragility guideline provides a range of K values which scale estimated RR for different pipe materials and joint types. K values are estimated based on empirical damage evidence from previous earthquakes. Thus, the influence of some variables, such as pipe diameter, are inconclusive based on the currently available historical water main damage data. Selected K values for the Utility's water system backbone are summarized in **Table 7-1** based on the ALA guideline.

The pipe material is generally represented by K1. Soil corrosivity also influences K1 values for cast iron and steel pipes. If these pipes are installed in corrosive soils, anticipated damage rates would be higher. Soil data from nearby areas shows that soil corrosivity is likely high throughout the Utility's water service area.

The pipe joint type is generally represented by K2. Joint type is assumed based on pipe material and common construction methods at the time of pipe installation.

Pipe Material	Assumed Joint Type	Diameter	K1 ²	K2
Welded Steel	Lap - Arc Welded	Large ³	0.15	0.15
Welded Steel	Screwed	Small ⁴	1.3	0.7
PVC	Rubber Gasket	Small	0.5	0.8
Ductile Iron	Rubber Gasket	Small	0.5	0.5
Ductile Iron	Rubber Gasket	Large	0.5	0.5

Table 7-1 | Pipe Fragility K Values¹

Note:

1. Higher K values reflect pipe that has a greater risk of breaks and/or joint failure during a seismic event

2. K1 values depend on corrosivity. These values are recommended by ALA for all soils.

3. Large = 16-inch diameter and greater per the ALA. The ALA does not categorize 14" diameter, as such it is assumed as large.

4. Small = 4- to 12-inch diameter

7.4.3 Pipe Fragility Seismic Hazard Values

Pipe fragility RR per 1,000 LF of pipe are calculated for the following seismic hazards.

- Strong ground shaking, expressed as PGV
- Settlement due to liquefaction, expressed as PGD_{LIQ}
- > Liquefaction induced lateral spreading, expressed as PGD_{LAT}
- Landslide, expressed as PGD_{LAND}

Relative potential hazard levels for each of these four hazards are shown as negligible, low, medium, and high. Specific values for PGV and PGD used in the pipe fragility RR calculations in **Table 7-2**.

Seismic		Low		N	/ledium	High		
Hazard	Variable (units)	Range	Pipe Fragility Value	Range	Pipe Fragility Value	Range	Pipe Fragility Value	
Ground Shaking	PGV (inches/second)	0 to 8	4	8 to 16	12	16 to 24	20	
Liquefaction Settlement	PGDLIQ (inches)	1 to 4	2.5	5 to 8	6.5	>9	9	
Landslide	PGD _{LAND} (inches)	0 to 12	6	12 to 48	30	>48	48	
Lateral Spreading	PGD _{LAT} (inches)	0 to 4	2	4 to 12	8	12 to 39	25.5	

Table 7-2 | Pipe Fragility Seismic Hazard Values

7.4.4 Pipe Fragility Findings

Buried pipeline damage caused by ground failure (liquefaction, landslide, and lateral spreading) will be significantly more severe than damage caused by ground shaking. Empirical data used to develop the ALA's pipe fragility analysis method reveals RRs two orders of magnitude higher for damage caused by ground failure. The HAZUS methodology used by FEMA (HAZUS, FEMA Resource Webpage) to assess potential earthquake damage to buried pipelines also supports this conclusion. For pipeline repairs caused by ground failure, HAZUS assigns 80 percent of the repairs as "breaks" and 20 percent as "leaks". For ground shaking, 20 percent are considered breaks and 80 percent leaks.

In Canby Utility's service area, liquefaction settlement presents the largest risk to transmission mains.

Table 7-3 summarizes the total estimated water system backbone repairs due to both ground shaking and ground failure. Total repairs are split into potential breaks and leaks based on the 80 percent to 20 percent ratios described in the previous paragraph.

For context, this analysis indicates that the average RR for the backbone piping is 1.2 repairs per 1,000 feet of pipe. If the same RR is applied to the remaining distribution system, approximately 87 miles of pipe, the Utility should expect that there may be more than 550 required repairs following a seismic event.

Backbone Tier	Length (LF)	Material	Diameter	Ground Shaking	Ground Failure	Total Est. Leaks	Total Est. Breaks	Total Repairs
Tier 1	2116	PVC	Small	<1	-	-	-	-
	5667	Steel	Small	<1	9	-	9	9
	1453	Ductile Iron	Small	<1	2	-	2	2
	4670	Steel	Large	<1	2	-	2	2
	414	Ductile Iron	Large	<1	-	-	-	-
	3432	Unknown 1	Small	<1	8	-	8	8
	190	Unknown	Large	<1	-	-	-	-
Tier 2	9461	PVC	Small	<1	19	3	16	19
	10639	Ductile Iron	Small	<1	16	1	16	16
	2573	Steel	Large	<1	2	-	2	2
	12305	Ductile Iron	Large	<1	8	-	8	8
	124	Unknown	Small	<1	-	-	-	-
	146	Unknown 1	Large	<1	-	-	-	-
Total	12,770			<1	64	4	72	64

Table 7-3 | Estimated Backbone Repairs

7.5 Next Steps

While there is a need to focus on increasing the resilience of Canby Utility's piping network, beginning with the backbone and eventually extending to the entire distribution system, the Utility's current priority to increase system resiliency is through the development of a new long-term supply. As such, it is anticipated the Utility will assess this target recovery goal framework in its next Water Master Plan Update, with a goal of identifying seismic resilience projects within the next 20-year period.

Seismic resilience projects should be reassessed in the next WMP update. It is recommended that Canby Utility incorporate seismic resilience considerations into the design and prioritization of future improvements. Fully restrained pipe is recommended to maximize joint resilience during a seismic event and pipe joint design should be evaluated on a project-by-project basis.

CHAPTER 8

Recommendations and Capital Improvement Program

8.1 General

This chapter presents recommended water system improvements for the 20-year planning horizon based on the analyses and findings presented in **Chapter 5**, **Chapter 6**, and **Chapter 7**. These improvements include proposed supply source, storage reservoir, pumping facility, water line, and seismic resilience improvements. Also presented is a CIP schedule for all recommended improvements.

8.2 Cost Estimating Data

An estimated project cost has been developed for each recommended improvement project presented in this chapter. Estimates represent opinions of cost only, acknowledging that final costs of individual projects will vary depending on actual labor and material costs, market conditions for construction, regulatory factors, final project scope, project schedule, and other factors. The Association for the Advancement of Cost Engineering (AACE) classifies cost estimates depending on project definition, end usage, and other factors. The cost estimates presented here are considered Class 4 with an end usage being a study or feasibility evaluation and an expected accuracy range of -30 percent to +50 percent. As the project is better defined the accuracy level of the estimates can be narrowed. Estimated project costs include approximate construction costs and an allowance for administrative, engineering, and other project related costs as well as contingencies.

The estimated costs included in this plan are planning-level budget estimates presented in 2023 dollars.

Since construction costs change periodically, an indexing method to adjust present estimates in the future is useful. The Engineering News Record (ENR) Construction Cost Index (CCI) is a commonly used index for this purpose. For purposes of future cost estimate updating the recent ENR CCI for Seattle, Washington is 15241.71 (June 2023).

8.3 Recommended Improvements

A summary of all the recommended improvements for the 20-year planning horizon is presented in **Table 8-1** and **Figure 8-1**. The CIP table provides for project sequencing by showing projects prioritized by timeframes defined as follows.

- Immediate: recommendations to be completed in the next 1 to 5 years
- Short-term: recommendations to be completed in the next 6 to 10 years
- Long-term: recommendations to be completed in the next 11 to 20 years

Estimated project costs are also summarized in **Table 8-1**. Project categories are identified with the following letter identifiers: S: Supply, TP: Treatment, D: Piping, R: Storage, PC: Pumping, PS: Planning studies, and O: Operational.
Table 8-1Capital Improvement Program Summary

				CIP Schedule and Project		Cost Summary		
Category	Project	Project Description	Project Location	Immediate Short Long Estimated	Estimated			
	ID			2024-2028	2029-2033	2034-2043	Project Cost	
Supply	S-1	Secondary Source and Supply Development	New Facility for Willamette River Supply	\$82,000,000			\$82,000,000	
			Subtotal	\$82,000,000	\$0	\$0	\$82,000,000	
Treatment Facilities	TP-1	Pretreatment Improvements	Water Treatment Plant			\$5,300,000	\$5,300,000	
			Subtotal	\$0	\$0	\$5,300,000	\$5,300,000	
	D-01	System Looping Improvements	SE Hazeldell way to SE Territorial, along SE 1st Ave and new Industrial Roadway Connection to HWY 99E		\$5,800,000		\$5,800,000	
	D-02	System Looping Improvements	SE 1st Ave to SE Territorial, along S Haines Rd and S Carriage Ln		\$5,200,000		\$5,200,000	
Distribution	D-03	System Looping Improvements	S Haines Rd and SE Territorial, from S Carriage			\$3,600,000	\$3,600,000	
Pining	D-04	Transmission Main Upsizing	NE Territorial between N Holly St and N Redwood St			\$6,800,000	\$6,800,000	
riping	D-05	Fireflow	NW 5th Cir (Carriage Court Apartments; cul-de-sac)			\$240,000	\$240,000	
	D-06	Fireflow	SE 2nd Ave (east of S Locust St)			\$340,000	\$340,000	
	D-07	Fireflow	S Manzania Ct (Cul-de-sac) + 6" Steel Replacement	\$1,240,000			\$1,240,000	
	D-08	Annual Pipeline Rehabilitation	Various	\$3,000,000	\$3,000,000	\$6,000,000	\$12,000,000	
			Subtotal	\$4,240,000	\$14,000,000	\$16,980,000	\$35,220,000	
Storage Facilities	R-1	3.0 MG Reservoir & Pump Station		\$9,500,000			\$9,500,000	
			Subtotal	\$9,500,000	\$0	\$0	\$9,500,000	
Pumping Facilities	PC-1	Additional Pumping Capacity	Reservoir 1 (13th Ave) Pump Station	\$250,000			\$250,000	
			Subtotal	\$250,000	\$0	\$0	\$250,000	
	PS-1		Water Management and Conservation Plan Update	\$50,000		\$50,000	\$100,000	
	PS-2		Water Rate and SDC Study	\$50,000	\$50,000	\$100,000	\$200,000	
Planning	PS-3	Planning Studies	Water System Master Plan Update		\$115,000	\$115,000	\$230,000	
	PS-4		Preliminary Engineering Study for Improved Storage Use	\$100,000			\$100,000	
	PS-5		AWIA Update	\$20,000	\$20,000	\$40,000	\$80,000	
			Subtotal	\$220,000	\$185,000	\$305,000	\$710,000	
Onenting	0-1	Clearwell Rehabilitation	Water Treatment Plant		Cost to be determined pending PS-4		\$0	
Operational	0-2	Tank 1A Rehabilitation	13th St Avenue Reservoir Site		\$700,000		\$700,000	
	0-3	Backup Power (MTS)	Blending Vault	\$25,000			\$25,000	
			Subtotal	\$25,000	\$700,000	\$0	\$725,000	
			Capital Improvement Plan (CIP) Total	\$96,235,000	\$14,885,000	\$22,585,000	\$133,705,000	
				\$19,247,000	\$11,112,000	\$6,685,250		
				5-year annual average	10-year annual average	20-year annual average		



8.3.1 Supply Recommendations

8.3.1.1 Willamette River Source Recommendations

An additional source of supply is required to meet demands projected to be in excess of the existing Molalla River WTP capacity (8 mgd). Based on the conceptual-level evaluation of the supply alternatives presented in **Chapter 6**, the most viable option at this time includes use of Willamette River water, withdrawn from a new intake and treated at a new WTP located in or near the City.

Canby Utility is currently authorized for the use of up to 12.4 cfs (8.0 MGD) from the Willamette River. Per discussions with Canby Utility, the Utility is currently exploring the ability to transfer existing rights from the Molalla River to the Willamette for additional usage. As such, a 10.0 mgd capacity is assumed for the new Willamette River treatment plant. Project ID S-1, Secondary Source and Supply Development, includes new treatment facilities and treatment plant pumping, a new Willamette River intake structure and raw water pumping facilities, and raw and finished water transmission piping. Budget level costs for the source improvements are provided in **Table 8-2**.

Supply Element	Estimated Project Cost ¹
Treatment Plant Elements	
Raw Water Intake and Pumping Facilities	\$7,500,000
Transmission System ²	\$5,750,000
New 10.0 MGD WTP	\$40,000,000
Subtotal	\$53,250,000
Planning & Design Efforts	
Develop Project Implementation Plan, Procure Owner's Representative	\$100,000
Complete Conceptual Design and Alternatives Analysis	\$3,750,000
Permitting	\$2,000,000
Final Design	\$9,600,000
Contingency	\$13,300,000
Subtotal	\$28,750,000
Total (Project ID S-1)	\$82,000,000

Table 8-2 | Willamette River Source (10.0 mgd Capacity) - Project Cost Estimate Summary

Notes:

1. Does not include the cost of land acquisition.

2. One mile (5280 LF) of 24" Ductile Iron Pipe assumed.

It is recommended that Canby Utility budget for a preliminary project implementation plan, including the procurement of an Owner's representative to determine the best approach to providing the additional Willamette source of supply. As part of this preliminary plan, a more-detailed assessment and comparison should be performed to further define the overall project. The budget-level cost estimate for this plan is \$100,000. It is anticipated the Owner's representative would 1) develop a conceptual design, 2) perform an alternatives analysis, and 3) initiate the permitting process in parallel with this preliminary plan.

In order to have the new Willamette source online by 2030, it is recommended that Canby Utility procure Owner's representation and begin its preliminary project implementation as soon as this fiscal year.

8.3.1.2 Improvements to the Existing Water Treatment Plant

In addition to Willamette Source Supply development, Canby Utility's 2010 Water Master Plan included additional improvements to the existing Water Treatment Plant. It is recommended Canby Utility consider leveraging its existing water treatment plant and the Molalla River as a secondary source. To do so, pretreatment and possible T&O control improvements to the existing plant are recommended. A planning-level project cost estimate for pretreatment improvements to the existing water treatment plant, as discussed in **Chapter 6**, is \$5,300,000 as presented as Project ID TP-1 in **Table 8-1**.

The improvements will increase the ability to treat water during high turbidity events and provide greater operational flexibility. It should be noted that the pretreatment project cost assumes that 8.0 mgd of capacity will be provided. After further review and discussion, Canby Utility may decide to reduce the pretreatment capacity to less than 8.0 mgd, which would then result in lower project costs for this improvement.

Canby Utility may also want to consider improvements to the existing water treatment plant to control seasonal T&O from the Molalla River supply. The costs for providing T&O control vary widely depending on the selected method, and no T&O control costs have been allocated in **Table 8-1**. If the decision is made to implement pretreatment improvements to the existing water treatment plant, then it may be appropriate to consider adding a PAC storage and feed system to provide seasonal T&O control. PAC is typically the lowest cost method for reducing MIB/geosmin concentrations when they occur in the raw water for seasonal/short duration periods. A review of T&O control options should be included in the preliminary engineering study which is recommended to be completed during the review of pretreatment options/methods.

8.3.2 Distribution System Improvements

The proposed improvements are limited to 1) system looping improvements (Project IDs D-01 - D-03), 2) transmission main upsizing (Project ID D-04), and 3) upsizing existing distribution mains to reduce system pressure losses under fire flow demands (Project IDs D-05 through D-07). The improvements are discussed below and summarized in **Table 8-3**. The timing of distribution piping improvements should consider both balancing the capital improvements and operations budgets, as well as taking advantage of cost-sharing opportunities associated with other utility or roadway improvements.

Project ID	Piping Element	Estimated Project Cost
D-01	Transmission piping looping: SE Hazeldell Way to SE Territorial, along SE 1st Ave and new Industrial Roadway Connection to HWY 99E	\$5,800,000
D-02	Transmission piping looping: SE 1st Ave to approximately 2483 SE Territorial Rd, along S Haines Rd and S Carriage Ln	\$5,200,000
D-03	Transmission piping looping along SE 1st Ave, S Haines Rd to approximately 2600 SE Territorial Rd	\$3,600,000
D-04	Transmission main upsizing on NE Territorial between N Holly St and N Redwood St	\$6,800,000
D-05	Pipe Upsizing at NW 5th Cir for fire flow demands	\$240,000
D-06	Pipe Upsizing at SE 2nd Ave for fire flow demands	\$340,000
D-07	Pipe Upsizing at S Manzania Ct for fire flow demands. Additional 6" steel pipe replacement due to existing conditions.	\$1,240,000
	Subtotal	\$23,220,000
D-08	Annual Pipeline Rehabilitation at \$600,000 (\$3,000,000 over five years)	\$12,000,000
	20-Year Total	\$35,220,000

Table 8-3 | Distribution Piping Improvements Project Cost Estimate Summary

<u>D-01</u>: Planned transmission system expansion includes completing system looping along the northeast side of the existing service area. Recommended piping improvements consist of installing new pipe as described below:

Approximately 6,200 linear feet of 18-inch diameter ductile iron pipe from SE Hazeldell Way to SE Territorial, along SE 1st Avenue, Otto Rd, the new City-planned Industrial Roadway Connection to HWY 99E.

Throughout the WMP development, the possibility of tying into the existing distribution system beneath the railroad tracks near N Teakwood Circle was discussed. Canby Utility intends to proceed with the addition of a casing through a City project, which will serve as a prospective tie-in point in the future.

<u>D-02:</u> Planned transmission system expansion includes completing system looping along the northeast side of the existing service area. Recommended piping improvements consist of installing new pipe as described below:

Approximately 5,500 linear feet of 18-inch diameter ductile iron pipe from SE 1st Ave to approximately 2483 SE Territorial Rd, along S Haines Rd and S Carriage Ln

<u>D-03</u>: Planned transmission system expansion includes completing system looping along the northeast side of the existing service area. Recommended piping improvements consist of installing new pipe as described below:

Approximately 3,800 linear feet of 18-inch diameter ductile iron pipe along SE 1st Ave, S Haines Road and to approximately 2600 SE Territorial Road.

<u>D-04:</u> The main on NE Territorial Rd between N Holly St and N Redwood St represents a key transmission backbone for the Utility and will become more critical with the development of the new Willamette River supply. This becomes even more critical under peak demand conditions if the existing Cedar WTP Pump Station and 13th Street Pump Station supplies are disrupted in an emergency. A project to upsize approximately 7,300 linear feet of transmission to 18-inch is included in the long-term CIP. The size (18-inch or 24-inch) and timing of this improvement should be further evaluated with the next Water Master Plan Update.

<u>D-05 – D-07:</u> Fire flow deficiencies are summarized in **Chapter 5**. Recommended piping improvements consist of upsizing existing piping as summarized in **Table 8-4** below. Fire flow deficiencies are recommended in Canby Utility's long-term CIP projects, as the Utility's immediate priority is the development of a new long-term primary supply source.

In addition to upsizing pipe for a fire flow deficiency, project ID D-07 includes the upsizing and replacement of additional 6" steel pipe due to existing conditions.

<u>D-08:</u> It is recommended that Canby Utility continue to budget for annual pipe rehabilitation. Candidates for replacement are commonly identified by operations staff based on the age and material of pipe and the frequency of line breaks or leaks. Based upon previously recommended budget levels adjusted for inflation, an average annual budget of \$600,000 is recommended.

Table 8-4	Fire	Flow	Improvement	Projects
	1110	110 W	mprovement	1 10 0000

CIP ID	Site Description	Nearest Street / Intersection	Existing Pipe Dia.	Proposed Size	Approximate Length of Pipe (FT)
D-05	Carriage Court Apartments; cul-de-sac	NW 5th Cir	6	8	460
D-06	SE 2nd Ave east of S Locust St	SE 2 nd Ave	6	8	650
D-07	Cul-de-sac	S Manzania Ct	6	8	2400 ¹

Notes:

1. Includes replacement of 6-inch steel pipe, along S Locust Street, SE 4th Avenue, S Manzanita Court, SE 5th Avenue, and S Maple Street.

8.3.3 Storage Capacity Improvements

It is recommended that Canby Utility continue to construct distribution system storage reservoirs to mitigate existing and future storage deficiencies as identified in **Table 5-4.** Within the 20-year planning horizon, an additional storage capacity of 1.8 MG is required. In addition to the improvements identified in the 20-year planning horizon, under saturation development conditions an additional storage capacity of approximately 7.8 MG is required. As the storage deficiencies are primarily the result of required emergency storage, the development of redundant supply facilities should be considered to reduce the need for long-range storage improvements.

Based on the additional need past the 20-year planning horizon, a new reservoir of 3.0 MG is recommended. The storage improvements assume the construction of a primary water treatment facility supplied from the Willamette River, maintaining the Utility's existing treatment plant as a second source of supply. This secondary source of supply offers the greatest level of backup/redundancy compared to other source options available to Canby Utility, and therefore should be able to reduce the required volume of emergency storage.

Additionally, storage reservoirs constructed at-grade will require pumping stations to deliver the needed distribution system pressure and flow. As the Cedar Treatment Plant Pump Station minimum capacity criteria is the delivery of the maximum daily demand, the remaining pump stations associated with other storage facilities need to be able to deliver, at a minimum, a firm capacity equal to operational plus fire flow requirements. In order to meet this requirement, it is recommended that new at-grade storage reservoir pumping facilities have a minimum capacity equal to 2,000 gpm each in order to provide for needed system pressures throughout the distribution system and to provide a minimum reliability in system pumping capacity. A preliminary cost estimate for the new reservoir and pump station is \$9,500,000 (Project ID R-1).

In order to explore the possibilities of increasing available usable storage volume in the existing storage facilities and subsequently minimize the additional storage volume required in the planning horizon, it is recommended Canby Utility conduct a preliminary engineering study for improved storage use. This study is detailed later in this section.

8.3.4 Pumping Capacity Improvements

While the existing system currently has adequate pump station capacity, it is expected to have a 2045 pump station capacity deficit of approximately 2.3 mgd (1,600 gpm) at the Cedar Treatment Plant Pump Station. This deficiency is anticipated to be addressed with the construction of the new Willamette River source facilities.

The 13th Avenue Pump Station has adequate pumping capacity to provide emergency and fire flow supply to the distribution system from ground level storage reservoirs. However, the Utility experiences peak hour demands during the summer season when there is significant early morning irrigation use. It is recommended that an additional pump be installed to 1) address peak hour demands and 2) improve long-term reliability and system resilience in the event of a disruption of the Cedar Treatment Plant Pump Station. A budgetary planning level cost estimate for an additional 1,800 gpm/75 hp pump is \$250,000 (Project ID PC-1) in the immediate term.

8.4 Recommended Planning Studies

It is recommended that additional engineering studies be conducted to advance the planning work completed in this WMP to a preliminary engineering level. Periodic updating of the cost-of-service (water rate) and System Development Charge (SDC) analysis should be budgeted and conducted. Regular updates to Canby Utility's existing WMCP, American Water Infrastructure Act (AWIA) Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP), as well as this WMP, will also be required within the 20-year planning horizon. A budget level cost of \$115,000 every ten years should be anticipated for Master Plan Updates (Project ID PS-3).

8.4.1 Water Management and Conservation Plan

The OAR for Public Water Systems, Chapter 690, Division 86 requires water systems with water rights to submit a WMCP that documents current water conservation measures, provide a water curtailment plan, evaluate long-term water supply planning, and provide a water rights implementation schedule. Although Canby Utility updated its WMCP in 2021, an updated WMCP will be required within the next 5 years to request authorization to use water under the Utility's Willamette River water right permit.

In addition to the WMCP update required in support of the new Willamette treatment plant, it is required that Canby Utility update its WMCP every 10 years to comply with OWRD requirements (see OAR 690-086-0125). Within the 20-year planning period it will be required for Canby Utility to complete its WMCP update in 2025 and 2035. The estimated project cost is approximately \$50,000 per WMCP update (Project ID PS-1).

8.4.2 Financial Evaluation and Plan / Water Rate and SDC Study

Canby Utility may fund the water system capital maintenance and improvement programs from a variety of sources. In general, these sources can be summarized as: 1) governmental grant and loan programs, 2) publicly issued debt, and 3) cash resources and revenues. The Utility intends to prepare an updated financial plan subsequent to this WMP. Sources shall be summarized and described in the financial plan and rate study.

It is anticipated that changes in rates and SDCs will be required to keep pace with inflation and to fund the proposed improvements through build-out of the system. It is recommended that Canby Utility complete a detailed financial plan, including a water rate and SDC analysis with the completion of this WMP to determine specific funding needs and potential funding sources associated with the adopted CIP. It is recommended that these studies also provide guidance to Canby Utility on the best use of the funding options described above. A full financial plan and study in the immediate term is recommended, with a rate and SDC update every five years. A budget level cost for a full study is \$50,000. It is also recommended the Utility include a budget level cost of a rate and SDC update of \$50,000 every five years (Project ID PS-2).

8.4.3 Preliminary Engineering Study for Improved Storage Use

As discussed in **Chapter 2**, **Chapter 5** and this chapter, Canby Utility maintains a usable storage capacity of 4.4 MG across three reservoirs currently in operation. The Utility will need additional storage as it is expected to have a storage deficit of 1.8 MG in 2045 and ultimately a 7.8 MG deficit under saturation development conditions. It is recommended Canby Utility budget for a preliminary engineering study for improved storage use, considering the following:

- Dead storage: There is approximately 0.8 mg of dead storage at the 13th Avenue Reservoirs due to pumping limitations and 0.7 mg of unusable storage at the Clearwell resulting from seismic constraints on the reservoir. The preliminary engineering will include an evaluation of potential improvements that would increase the usable storage of these reservoirs at a lower incremental cost than construction of new storage facilities to address existing and future storage deficits.
- Clearwell rehabilitation at the existing treatment plant: The clearwell requires a new exterior and interior coating. Due to ongoing operations, it is not currently feasible to take the clearwell offline for a new interior coating. This study will also evaluate the Utility's future plans regarding treatment plant and the associated clearwell, taking into consideration the implementation of the new supply source facilities.
- Siting for a new reservoir: This study involves an assessment of various potential locations, including those currently owned by Canby Utility as well as the new treatment plant site, to identify the most suitable site for a new reservoir. This study should include further investigation of potential gravity storage at a site to the east of the current UGB.

A budget level cost for this study is \$100,000 (Project ID PS-4). The study should be conducted in the next five years to verify long-term budget needs, land use acquisition requirements, and storage improvement CIP recommendations and budgets as needed.

8.4.4 AWIA Risk and Resilience Assessment and Emergency Response Plan

Canby Utility completed and certified with the United States Environmental Protection Agency (EPA) its RRA and ERP in 2021. Under AWIA Section 2013, Canby Utility is required by the EPA to review its RRA and ERP every five years, revise, if necessary, and submit a recertification.

The estimated project cost is approximately \$20,000 every five years (Project ID PS-5)

8.5 Operational / Additional Improvements

8.5.1.1 Clearwell Rehabilitation

As per the guidance provided by TNEMEC representatives, it was recommended that the interior and exterior be recoated within a five-year timeframe. However, the Utility does not have the ability to take the reservoir offline. The clearwell rehabilitation (Project ID O-1) does not include a cost estimate, due to the concurrent nature of the preliminary engineering study for storage use (Project ID PS-4) and the initial planning elements for the new water supply source facilities. The cost estimate of Project ID O-1 should be evaluated after completion of Project ID PS-4. Additional piping and a new control valve will also need to be constructed to utilize the clearwell as a reservoir once the new treatment plant is online.

8.5.1.2 Reservoir 1A Rehabilitation

Visible damp spots on the reservoir continue to be apparent. DN Tanks conducted an inspection of the reservoir in November 2022. Based on the inspection, it was recommended to perform a comprehensive pressure washing and cleaning for the exterior of the wall, with an optional application of an exterior coating. Additionally, a waterproof coating was recommended for the interior of the reservoir wall. The estimated project cost is \$700,000 (Project ID O-2).

8.5.1.3 Backup Power (MTS) at Blending Vault

The project involves implementing power supply and control upgrades at the blending vault. The existing setup lacks a backup power supply when coming off the transformer. To address this, a transfer switch with a backup power supply will be installed at the blending vault.

Currently, there is a 480 V power supply, but a 120 V supply is required. To achieve the necessary voltage, a transformer and circuit breaker will be added to the transfer switch. The estimated project cost is \$25,000 (Project ID O-3).

8.6 Summary

This chapter presents recommendations for improvements to Canby Utility's supply source, storage reservoirs, pump stations and distribution system. The total estimated project cost of these improvements is approximately \$134 million for the 20-year planning horizon. Of the improvements required in the 20-year planning horizon, approximately \$111 million of these improvements are required in the next ten years. Approximately \$11 million per year should be budgeted over the next 10 years for the completion of these projects. Financial planning and analysis are recommended to evaluate overall water system financial needs and to identify funding options and alternatives.

CANBY CITY COUNCIL WORK SESSION MINUTES August 16, 2023

PRESIDING: Traci Hensley

COUNCIL PRESENT: Brian Hodson, James Davis, Christopher Bangs, Herman Maldonado, and Jason Padden.

COUNCIL ABSENT: None

STAFF PRESENT: Maya Benham, City Recorder; and Eileen Stein, Interim City Administrator.

CALL TO ORDER: Council President Hensley called the Work Session to order at 6:05 p.m. in the Council Chambers.

CITY COUNCIL INTERVIEWS:

<u>Craig Lewelling</u> said this was his third time interviewing for the Council position. He had a love and passion for the City and his focus was on the best interests of the City. He would always keep an open mind on the issues and he had a lot of experience to bring to the table.

Commissioner Padden asked about his involvement on the Planning Commission and getting up to speed on some of the issues. Mr. Lewelling said it had helped with getting up to speed, and some of the issues were the same ones they had been dealing with years ago.

Commissioner Davis asked which of the Council Goals he was most interested in. Mr. Lewelling thought they needed to be more involved with the Chamber of Commerce and businesses. He was intrigued by what was happening with the Fairgrounds and Fair Board.

<u>Stephanie Boyce</u> had also interviewed before. She thought the best cities were represented by people who invested in the long-term outcomes of their communities. She was concerned about crime in the City, especially theft. She would like to be a liaison to encourage and support the police in their efforts to prosecute to the extent of the law. She would like to help implement ordinances and policies regarding the homeless. She had served on committees in the past and was on committees at her church.

Commissioner Padden asked about the time commitment. Ms. Boyce said she had staff and could rearrange her schedule.

Mayor Hodson asked about her opinion on the recently approved camping ordinance. Ms. Boyce did not think it was strict enough, but she understood it was a group effort.

<u>Megan Fraction</u> had lived in Canby for a couple of years and wanted to be involved in shaping the community. The City was growing quickly and she wanted to maintain the small town feel. They needed to handle growth carefully and long-time Canby residents needed to be heard.

There was a need for lower income housing. She thought her background in property management was good experience in dealing with government entities and contracts. She did not have a specific goal in mind, but would like to join the existing Council that had gotten them this far and collaborate.

<u>Daniel Stearns</u> had resided in Canby since 2011 and owned a tax business in Canby. He was fluent in Spanish and interacted with the Hispanic community. He thought being on the Council was an opportunity to serve and be a liaison between the City and citizens. He wanted to help Canby become a better place to live. He thought citizens felt disconnected from government and he thought getting to know people could take away the barriers. There needed to be more interaction, so people did not feel left out. If people felt involved in decisions, they accepted them better.

ADJOURN: Council President Hensley adjourned the meeting at 6:48 p.m.

CANBY CITY COUNCIL REGULAR MEETING MINUTES August 16, 2023

PRESIDING: Mayor Brian Hodson

COUNCIL PRESENT: Traci Hensley, James Davis, Jason Padden, Christopher Bangs, and Herman Maldonado.

COUNCIL ABSENT: None

STAFF PRESENT: Eileen Stein, Interim City Administrator; David Doughman, City Attorney; Maya Benham, City Recorder; Jerry Nelzen, Public Works Director; Jaime Stickel, Economic Development Director; and Don Hardy, Planning Director.

CALL TO ORDER: Mayor Hodson called the Regular Meeting to order at 7:02 p.m. in the Council Chambers.

CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS: <u>Shawn Varwig</u>, Canby resident, spoke about the appointment of a new City Councilor. He thought they should leave partisan tactics behind when making their selection. He suggested they choose Mr. Lewelling.

CONSENT AGENDA: **Council President Hensley moved to approve the consent agenda that included the minutes of the June 7, 2023 Regular City Council Meeting. Motion seconded by Councilor Bangs and passed 5-0.

Council President Hensley moved to approve the consent agenda that included the minutes of the June 21, 2023 Regular City Council Meeting. Motion was seconded by Councilor Padden and passed 4-0-1 with Councilor Bangs abstaining.

RESOLUTIONS & ORDINANCES:

<u>Ordinance 1607</u> – Jerry Nelzen, Public Works Director, noted the renderings of the project that were in the packet. They were working on getting the easements to upgrade NE 10^{th} from Locust to Pine.

**Councilor Bangs moved to adopt Ordinance 1607, AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CURREN-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. Motion seconded by Councilor Padden and passed 5-0 by roll call vote.

Bob Cambra, Canby resident, said the Traffic Safety Commission was in support of Ordinances 1607 and 1608. Both projects addressed safety and livability as they would add sidewalks on 10th which promoted connectivity. Pine was a critical safety issue, especially for traffic movement.

Ordinance 1608 – Councilor Hensley clarified this was the engineering phase to look at options.

**Councilor Padden moved to adopt Ordinance 1608, AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CURREN-MCLEOD, INC. IN THE AMOUNT OF \$90,000 FOR DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR REALIGNMENT OF N PINE STREET AND NE 4TH AVENUE. Motion was seconded by Council President Hensley and passed 5-0 by roll call vote.

<u>Ordinance 1609</u> – Jamie Stickel, Economic Development Director, gave a background on the grant and project. The grant could be used as a pass-through the Main Street Program. They were able to pass it through as part of the purchase and sale agreement provided the applicant worked with the City and State to ensure the proposals fit within the scope of the project. She clarified these were not City funds being given to a private entity. They were funds awarded by the State to a project at this building. She said the applicant was requesting another change and working on approval from the Planning Commission. It would be about three months of construction after approval.

Councilor Padden expressed concern about another change to the project and removing features that were enticing to the plan.

**Councilor Bangs moved 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 come up for a second reading on September 6, 2023. Motion was seconded by Councilor Padden and passed 5-0 on first reading. <u>Resolution 1393</u> – Don Hardy, Planning Director, presented on the sequential Urban Growth Boundary adoption process. He gave an overview of the process and discussed the benefits and components of the process.

There was discussion regarding County input and support, potential acreage needed for housing and employment lands, and where the growth would occur.

Mr. Hardy reviewed the Planning for Growth timeline.

There was discussion regarding the need to update code and how the last UGB expansion was done in 1984.

**Councilor Padden moved to approve Resolution 1393, A RESOLUTION ADOPTING THE SEQUENTIAL URBAN GROWTH BOUNDARY REVIEW PROCESS. Motion was seconded by Councilor Maldonado and passed 5-0.

NEW BUSINESS: Appointment of a new City Councilor -

Each Councilor discussed their top candidates.

**Council President Hensley moved to appoint Daniel Stearns as the new City Councilor. Motion was seconded by Councilor Davis and passed 5-0.

Councilor Maldonado left the meeting at 8:19 p.m.

OLD BUSINESS: <u>DLCD Urban Boundary Expansion Grant Letter of Support</u> – Mr. Hardy said there was money available for the UGB process through a grant from DLCD who requested a letter of support from the Council. He explained the scope of work and how the grant would offset some of the costs of the project. He discussed other grants he planned to apply for.

Councilor Bangs suggested adding that the whole Council endorsed the letter.

**Councilor Bangs moved to approve the letter as amended. Motion was seconded by Councilor Padden and passed 4-0.

<u>City Administrator & City Attorney Recruitment</u> – Kevin Aguilar, Human Resources Director, said he had been working with GMP on the candidate profile. The goal was to have the profile published on August 24. The intent was to phase in the City Attorney recruitment about halfway through the City Administrator process.

MAYOR'S BUSINESS: Mayor Hodson gave an update on Canby Area Transit. He attended the Oregon Mayor's Association Conference and gave a summary to the Council. There was a Comprehensive Plan meeting tomorrow.

COUNCILOR COMMENTS & LIAISON REPORTS:

<u>Councilor Davis</u> provided updates on the Parks and Recreation Advisory Board where the Auburn Farms community park design, Maple Street Park improvements, and Legacy Park outdoor exercise facility were discussed. The Fire Board members who were re-elected were sworn in as well as three new firefighters. Recruitment for a new Fire Chief continued; interviews would be held in September. He then reported on recent fires and the County Fair. The Adult Center project was moving forward.

<u>Councilor Bangs</u> reported on the Library Advisory Board meeting where three new people started their board positions. They discussed how to honor donations and expand hours. He gave statistics about the library, including how they had 124,000 visitors last year. He also asked for an update on a possible roundabout on Ivy and 18th.

<u>Council President Hensley</u> gave an update on open Committee positions. She reported on the Traffic Safety Commission meeting where complaints from citizens, speeding at Darcy Estates, letters to the City, four way stops on N Elm, and the south side of 2nd and 3rd were discussed.

<u>Councilor Padden</u> reported on the Canby Utility Board meeting where the Water Master Plan, new Water Treatment Plant in the next 10 years, and legal training on meeting etiquette were discussed. He suggested a discussion on the Street Maintenance Fee. He spoke to the chair of the Parks Board about some ideas for changes in the future. He attended the Fair and Chamber luncheon. He helped spread mulch along 99E near the Fairgrounds with Public Works and other volunteers. He mentioned some possible beautification improvements on 99E.

CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS: <u>Eileen Stein</u>, Interim City Administrator, gave an update on the allocation of ARPA funds. There would be a meeting with the Finance Director regarding the CIP projects to ensure that the City's planned projects were funded. Police Chief Tro was writing an RFP for the Emergency Operations Plan update, and it was near completion.

CITIZEN INPUT:

There was none.

ACTION REVIEW:

- 1. Approved the consent agenda.
- 2. Adopted Ordinances 1607 and 1608.
- 3. Approved Ordinance 1609 to a second reading on September 6, 2023.
- 4. Approved Resolution 1393.
- 5. Appointed Daniel Stearns as a new City Councilor.
- 6. Approved the DLCD UGB Expansion Grant Letter of Support as amended.

**Council President Hensley moved to go into Executive Session pursuant to ORS 192.660(2)(e) real property. Motion was seconded by Councilor Padden and passed 4-0.

Mayor Hodson read the Executive Session statement and recessed the Regular Meeting at 8:57 p.m.

Maya Benham City Recorder	Brian Hodson Mayor
Assisted with Preparation of Minutes - Susan Wood	



City Council Staff Report

Meeting Date: 10/18/2023

To:The Honorable Mayor Hodson & City CouncilThru:Eileen Stein, Interim City AdministratorFrom:Maya Benham, City RecorderAgenda Item:Transit Advisory Board Committee Appointment

Summary

Member Carol Luce resigned from the Transit Advisory Board on March 23, 2023. This resignation created a vacancy on the Transit Advisory Board and was advertised on the City's website. Ms. Luce's term was set to expire March 31, 2026.

Chair Muller, and Councilor Stearns interviewed Mrs. Stephanie Boyce on October 3, 2023. After conducting an interview, it was unanimously recommended that Mrs. Stephanie Boyce be appointed to the Transit Advisory Board with the term ending March 31, 2026.

Background

The Transit Advisory Committee was established through Resolution No. 790 in 2002. It assesses transportation needs, acts in an advisory capacity to the Transit Director, promotes and educates the public regarding the acceptance and usage of the transit system and special problems associated with the use of the system by youth, elderly and disabled citizens. The Commission is made up of seven members who serve three year terms.

Attachments

Stephanie Boyce's Application

Fiscal Impact

None

Options

- 1. Appoint Stephanie Boyce to the Transit Advisory Board.
- 2. Take no action.

Proposed Motion

"I move to approve the appointment of Stephanie Boyce to the Transit Advisory Board for a term ending March 31, 2026."

	EMPLOYMENT APPLICATIO	N			
City of Canby 222 NE 2nd Ave Canby, Oregon - 97013 <u>http://www.canbyoregon.gov (http://www.canbyoregon.gov</u> Boyce, Stephanie Transit Advisory Committee Member			Received: 8/29/23, 10:41 AM For Official Use Only: QUAL: DNQ: Experience Training Other:		
	PERSONAL INFORMATION				
POSITION TITLE: Transit Advisory Committee Member		Job Number: VOL-TAC			
NAME: (Last, First, Middle) PERSON ID: Boyce, Stephanie Image: Comparison of the second seco					
ADDRESS: (Street, City, State, Zip Code)					
EMAIL ADDRESS:		NOTIFICATION PREFER	ENCE:		

Agency - Wide Questions

Nothing Entered For This Section

Job Specific Supplemental Questions

- 1. What are your community interests (committees, organizations, special activities)? I have served on the City Budget Committe in the past. I served at the senior center in the past. I have served in other venues as well.
- 2. What are your major interests or concerns in the City's programs? I am interested in the development of services that best serve our community growth.
- **3.** Why are you interested in this volunteer position? I own a business that has vested monetary interests in this service.
- Please share your experience and educational background. My only experience in transit only comes from riding on transit. I also help fund it with my taxes.
- Please list any other City or County positions on which you serve or have served. I already listed that at the start of the application.
- 6. If you were referred by someone, please list. City Council has in encouraged Community participation.

By clicking the Accept & Submit button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge.

Additional Information for Employment Applications:

I understand this application does not represent a contract for employment. I understand that an acceptance of an offer for employment does not create a contractual obligation upon the City of Canby to continue to employ me for any period of time in the future. I understand that no representative from the City has any authority to enter into any special agreement with me to promise and/or guarantee my City Council Packet Page 87 of 194

https://secure.neogov.com/hiringcenter/print/jobapplication/81d6017e2cac55cc96b3fcff96f373d77baf028fee3b285d/ad28ffeef790a773a50c2596fe6df1... 1/2

9/12/23, 12:23 PM

OHC - Print Job Application

employment for any specific time period or to promise me a promotion or transfer, etc. either prior to commencement of employment or after I have become employed, or to assure me of any benefits or terms and conditions of employment, or to make any agreement contrary to the aforementioned.

I hereby represent that each answer to questions incorporated into this application and all other information otherwise furnished by me shall be true, complete, and correct. I understand that incorrect, incomplete, false or misleading statement/answer/information furnished by me either verbally, or in writing will subject my application to disqualification from further consideration and/or if already employed by the City, when the aforementioned is detected, I will be subject to discipline up to and including discharge, for falsifying a City record/document, regardless of how much time has elapsed since the date I was employed. In the event that I am employed by the City, I agree to comply with all its orders, rules, regulations, safety policies, and performance standards. Upon hire, I will provide proof as required on the US Government, I-9 form that I am legally eligible for employment in the United States. If I cannot provide such proof in accordance with Federal Law, I understand that my employment will be terminated.

I have read and understand all of the provisions of this acknowledgement. By signing this application, I hold the City of Canby harmless for any result of the City questioning the references provided in this application. If I am selected for further consideration, I hereby authorize and release from liability all former employers, landlords, educational institutions, law enforcement agencies, and/or other government agencies to provide/release information regarding my employment, education, criminal conviction record, credit history, driver's license violations and motor vehicle records, which may be in their possession to the City of Canby and/or its agents. I understand that I will not receive and am not entitled to know the contents of confidential reports received, and I further understand that these reports may be privileged. An offer of employment is conditional upon a background investigation, and if relevant, a pre-employment medical exam and drug screen test (safety sensitive positions).

EQUAL EMPLOYMENT OPPORTUNITY: We are an Equal Opportunity/Affirmative Action Employer. We are dedicated to a policy of nondiscrimination in employment on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy, status as a parent, national origin, age, or mental and/or physical disability.

BACKGROUND: Finalists for City jobs must successfully pass a background investigation and may be required to pass a pre-employment medical exam as a final condition of the job offer. Finalists for safety sensitive positions must also successfully pass a pre-employment drug-screening test.

PROBATIONARY PERIOD: New employees or employees changing job positions will be considered Trial service employees for at least six (6) months before attaining regular status.

IMMIGRATION LAW: In accordance with the Immigration Reform and Control Act of 1986 (IRCA), all newly hired employees will be required to complete and sign an Employment Eligibility Verification Form and present documentation verifying identity and employment eligibility.

This application was submitted by Boyce, Stephanie

Signature_

Date_



City Council Staff Report

Meeting Date: 10/18/2023

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, Interim City Administrator
From: Jerry Nelzen, Public Works Director
Agenda Item: Consider Ordinance No. 1612: An Ordinance Authorizing the Interim City Administrator to Execute a Contract with MSNW Group LLC, in the amount of \$144,960 for Custodial Services for the City of Canby. (Second Reading)

<u>Summary</u>

Consider Ordinance No. 1612: An Ordinance Authorizing the Interim City Administrator to Execute a Contract with MSNW Group LLC, in the amount of \$144,960.00 for custodial services for the City of Canby.

Background

The City has long had in-house custodians, but decided to contract for this service when it could not find an adequate labor pool. Earlier this year, the City entered into a six-month custodial services contract with Jani King which ends December 31, 2023. The plan all along was to seek a long-term contract for custodial services which was discussed with the Budget Committee earlier this year.

The purpose of entering a contract with MSNW Group LLC is to provide custodial services for the five City owned and operated buildings. This service includes general cleaning, restroom maintenance, floor care, trash removal, surface sanitation, and specialized services such as upholstery cleaning, pressure washing, and window cleaning.

Discussion

The City of Canby's Purchasing Policy, Section VI, 1.A. states the City isn't required to make a buy decision based on the lowest price and offers the option to use a Request for Proposals (RFP) process to find the best value in a vendor. The City followed this process in consultation with the City's legal counsel at the time. The City Facilities Department advertised through a competitive and public RFP process under (OAR 137-047-0260 and ORS 279B.060.) Two (2) proposals were received from Jani King and MSNW Group LLC. City staff scored both proposals and selected MSNW Group LLC as the most responsive proposal.

Attachments

- Ordinance No. 1612
- MSNW Group LLC Custodial Contract

Fiscal Impact

The Custodial Services went through the budget process and was approved by the City Council. We budgeted \$150,000.00 for FY 23-24. Currently we have a six-month contract with Jani King which is not to exceed \$50,000.00.

Options

- 1. Approve the contract for Custodial Services with MSNW Group LLC, or
- 2. Deny the contract with further instructions to staff.

Recommendation

It is recommended that City Council approve the custodial contract with MSNW Group LLC as presented.

Proposed Motion

"I move to adopt Ordinance No. 1612: An Ordinance authorizing the Interim City Administrator to Execute a Contract with MSNW Group LLC, in the amount of \$144,960.00 per year for custodial services for the City of Canby."

ORDINANCE NO. 1612

AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH MSNW GROUP LLC, IN THE AMOUNT OF \$144,960 FOR CUSTODIAL SERVICES FOR THE CITY OF CANBY

WHEREAS, on August 16, 2023, the City of Canby published a formal request for proposals (RFP) for professional services to provide Custodial Services for City owned and operated buildings;

WHEREAS, MSNW Group LLC was selected in the aforementioned process as a qualifying Custodial Service;

WHEREAS, the City of Canby has budgeted for Custodial Services in the adopted FY 2023/24 budget in the amount of \$150,000; and

WHEREAS, the Canby City Council has reviewed the contract price of \$144,960.00 and believes this to be in the best interest of the City to enter into a contract with MSNW Group LLC.

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

<u>Section 1.</u> The Interim City Administrator is hereby authorized on behalf of the City to enter into an agreement with MSNW Group LLC in the amount of \$144,960.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, October 4, 2023, ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, October 18, 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 18th day of October 2023, by the following vote:

YEAS_____ NAYS_____

Brian Hodson Mayor

ATTEST:

Maya Benham City Recorder

FACILITY SERVICES CONTRACT

This agreement is entered into this 28th day of September 2023, by and between City of Canby, hereinafter referred to as "Client", and MSNW Group, LLC. ("MSNW"), hereinafter referred to as "Contractor" (the "Contract").

WHEREAS:

- (a) Client owns a building or buildings defined in Exhibit A (the "Property"); and
- (b) Client wishes to retain from Contractor, and Contractor wishes to provide to Client, certain janitorial and/or maintenance services for the Property.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth below, and for other good and valuable consideration, the sufficiency of which is acknowledged by Client and Contractor, the parties agree as follows.

- 1. The Contractor shall commence performance of this Contract on the 1st day of January 2024 and, unless this Contract is otherwise terminated pursuant to paragraph 8 below, shall continue such performance until the 31st day of December 2024 (the "Term"). Unless otherwise terminated pursuant to paragraph 8 below, this Contract shall automatically renew for an additional (1) one year. Should such an automatic renewal occur, however, Contractor will be entitled to increase the Service Charge (as defined below) for Facility Services (as defined below) performed by Contractor following expiration of the initial Term of the Contract.
- 2. During the Term of this Contract, the Contractor shall provide the janitorial services specified in Exhibit B hereto for the Property (the "Facility Services"). Client shall provide Contractor access to the Property as reasonably necessary to allow Contractor to perform the Facility Services and/or any Additional Services (as defined below) requested by Client.
- 3. Payment for the Facility Services in the amount specified in Exhibit B will be made to the Contractor by the Client no later than the first (1st) day of each month (the "Service Charge"). Any services provided to Client by Contractor not specified in Exhibit B (the "General Janitorial Specifications") will be charged to Client at the rates set forth for Additional Services in Exhibit C. Payment for Additional Services will be due within ten (10) days of provision thereof. Any amounts not paid pursuant to the terms and conditions of this Contract will accrue interest at the rate of eighteen percent (18%) per annum or one and one-half percent (1.5%) per month, until paid in full.
- 4. The Contractor shall be responsible for furnishing all cleaning products and equipment necessary for provision of the Janitorial Services. Any required inventory of paper and plastic products, and light bulbs shall be maintained by Contractor, and the cost of same shall be billed to Client on a monthly basis.
- 5. Client shall provide, free of charge, adequate, conveniently located storage space for the cleaning materials and equipment of the Contractor and shall be responsible to the Contractor for the security of such storage space.
- 6. Client agrees that during the term of this Agreement Client shall not directly or indirectly solicit or assist in the solicitation of any person to leave employment who is an employee of the Contractor.
- 7. Client and Contractor may at any time and from time to time alter or vary the terms and conditions of this Contract but, except as to any increase in the Service Charge and rates for Additional Services provided for in paragraph 1 and 12, no such change shall be binding on either party unless reduced to writing and signed by the party to be charged therewith.
- 8. This Contract may be terminated by either party for cause upon sixty (60) days' written notice. Should either party wish not to renew this Contract upon expiration of its Term, said party shall provide written notice to the other party at least thirty (30) days prior to the expiration of the Term hereof. In the event Client terminates this Contract without cause prior to the expiration of the Term, Client shall pay to the Contractor an early termination fee equal to twenty percent (20%) of the Service Charge defined in Exhibit B for each month that remains in the Term of the Contract.

- 9. Contractor shall in no way be responsible for any failure to perform the Facility Services due to the act or negligence of the Client or any employee or other representative of the Client or due to strikes, lockouts, fire, flood, adverse weather conditions, unavoidable casualties, or by any other cause of any kind whatsoever beyond the control of the Contractor.
- 10. It is acknowledged and agreed that the Contractor is not an employee of the Client and is acting as an independent contractor.
- 11. Both parties agree to defend, protect, indemnify, and hold harmless one another and their respective directors, officers, employees, agents, and representatives, against and from any liabilities, loss, claims, acts or suits, including costs and reasonable attorneys' fees, arising from activities related to or regarding the services identified herein, including but not limited to those services provided by the Contractor and the Client and any other contractors, employees and agents on the Property. However, neither party shall be obligated to indemnify or hold the other harmless against liability for damages caused by or resulting from the sole negligence of that party and each party shall only be liable to defend and indemnify the other to the extent of its own negligence.
- 12. Contractor may increase the Service Charge on an annual basis to address cost of living, minimum wage updates, and healthcare reform expenses. The increase notification will be provided in writing from the Contractor to the Client.
- 13. All notices required by this Contract shall be in writing and shall be hand delivered, sent via electronic mail with a delivered receipt, or sent via the U.S. Mail (return receipt requested) with postage prepaid. Notices to Client shall be addressed to: pfenningp@canbyoregon.gov; notices to Contractor shall be addressed to: MSNW, Attn: Contracts Administrator, 2257 Northgate Spur, Ferndale, WA 98248 or sent via electronic mail to: <u>accounting@msnwgroup.com</u>. The foregoing addresses may be changed by either party by providing the other party written notice of a new address. All notices sent pursuant to this paragraph shall be deemed to have been received by the recipient on the date of hand delivery, the date the electronic mail with delivery receipt was delivered or the third (3rd) business day following the mailing thereof.
- 14. This Contract shall be construed and enforced in accordance with the laws of the State of Washington, and the venue of any disputes hereunder shall be Whatcom County, Washington.
- 15. In the event a dispute arises between the parties hereunder, the prevailing party of any such dispute shall be entitled to recover its reasonable attorneys' fees and costs.
- 16. This Contract embodies the entire agreement of the parties with regard to the matters herein and no other agreement shall be deemed to exist except as entered into in writing by the parties to this Contract. If any part of this Contract is held or rendered invalid or illegal, the remaining provisions of the Contract shall continue to apply.

MSNW Group, LLC By: Terell Weg, President & CEO Date

Exhibit A SERVICE LOCATIONS

Library/Civic Center 220-222 NE 2nd Ave Canby, OR 97013

Police Department 1175 NW 3rd Ave Canby, OR 97013

Transit Office 195 S Hazel Dell Way Canby, OR 97013 Transit Kitchen/Restroom 100 N Ivy Canby, OR 97013

Water Treatment Center 1480 NE Territorial Rd Canby, OR 97013

Public Works (& heated bay restroom) 1470 NE Territorial Rd Canby, OR 97013

Exhibit B SERVICE CHARGE

Service Location	Days per Week	Monthly Rate
Library/Civic Center	3	\$ 4,800.00
Police Department	3	\$ 4,455.00
Transit Office	2	\$ 460.00
Transit Kitchen/Restroom	2	\$ 420.00
Water Treatment Center	2	\$ 1,090.00
Public Works (& heated bay restroom)	2	\$ 855.00
Total Monthly Rate		\$12,080.00

GENERAL JANITORIAL SPECIFICATIONS

GENERAL OFFICES/ COMMON AREAS	2-3/WK	WKLY	MTHL
Trash containers - Empty and replace liners as needed. Spot Clean as needed.	X		(
(Liners to be furnished by Client)		11.11	1
Recycling - Handle recycling per client's instructions.	х	11111) — E
Carpets - Vacuum high traffic patterns.	Х	1-664	
Hard floors - Dust mop or vacuum.	X		1
Hard floors - Spot mop to remove spills and stains.	X	11.11	1
Dusting - Thoroughly dust horizontal surfaces including office equipment, files, windowsills, chairs, and tables.	x		
Dusting - Picture frames to height of six (6) feet.	X	1	
Dusting - Cleared desktops.	Х	1.1.1.1	1
Glass partitions - Spot clean to remove fingerprints/smudges.	Х	1.1.1.1	j
Water Fountains - Clean with a disinfectant solution, then polish.	X	1.11)
Entrance Doors - Clean/disinfect inside and out to remove fingerprints.	X		
Carpets - Thoroughly vacuum,	1	X	
Hard floors - Thoroughly damp mop with neutral cleaner.		X	· · · · · ·
Disinfecting - Telephones, light switches, and door frames.		X	
Dusting - Baseboards and low vents.		X	
High Dusting - Ceiling vents and ledges to a height of twelve (12) feet.			X

RESTROOMS	2-3/WK	WKLY	MTHLY
Stocking - Towels, tissue, seat covers, and hand soap. (To be furnished by Client)	x		
Empty Sanitary napkin receptacles and wipe with disinfectant.	X		
Trash containers - Empty containers and replace liners.	X	12.201	
Mirrors - Clean and polish.	X		
Disinfect - Dispensers, doorknobs, push plates.	X		
Toilets and urinals - Clean and disinfect inside and out.	X		
Toilet seats - Clean and disinfect on both sides.	X	-	1
Sinks - Clean with a non-abrasive cleaner and disinfectant.	X	1	1
Bright Work - Clean and polish.	X	1	
Partition walls - Spot clean with a detergent disinfectant solution.	X		-
Partition tops - Dust.	X		
Walls - Spot clean to remove soap splashes, fingerprints/smudges.	X	-	
Hard floors - Sweep then mop with disinfectant.	X		
Dusting - Ceiling vents and ledges that can be reached from the floor.		х	
Floor drains - Add water and enzymes.			x

BREAKROOMS / COFFEE STATIONS	Z-3/WK	WKLY	MTHLY
Trash containers - Empty containers and wipe before relining.	X	-	
Wipe wall behind garbage can.	X		
Recycling - Handle recycling per client's instructions.	X		
Stocking - Towels and hand soap. (To be furnished by Client)	X	12 2 2	
Sinks - wash with non-abrasive cleaner and disinfect.	X		
Bright Work - Clean and polish.	X		
Microwave - Clean inside and out, making sure to disinfect all touch surfaces.	X		
Refrigerator - Clean and disinfect front and handles.	X		-
Countertops and cabinets - Clean and disinfect exposed surfaces and	X		
Tables and chairs - Clean and disinfect exposed surfaces.	X		
Hard floors - Sweep and damp mop with neutral cleaner.	X		
Countertops - Pull items out, clean, and disinfect behind easily movable		X	
Wall surfaces around light switches - spot clean		X	
ELEVATORS / STAIRWELLS	Z-3/WK	WKLY	MTHLY
Elevator - Vacuum or damp mop floors.	X	-	

		the second s	
Elevator - Vacuum or damp mop floors.	X		
Elevator - Wipe clean and polish doors and walls.	X		
Elevator - Vacuum door tracks.	X		
Stairwells - Steps and landings - spot sweep or vacuum.	X		
Stairwells - Clean and disinfect handrails.	X		
Stairwells - Dust ledges.		X	

ANNUAL SERVICES

Carpet Cleaning Services

- Library/Civic Center
- Police Department
- □ Transit Office
- Public Works

Upholstery Cleaning Services

Library/Civic Center (all public furniture)

Interior/Exterior Window Cleaning Services

- □ Library/Civic Center
- Police Department
- Waste Water Treatment Center (Main Bldg. only)

Exhibit C **ADDITIONAL SERVICES**

Janitorial Services	\$60 per hour
Construction Cleanup Services	\$85 per hour
HAZMAT Cleanup Services	\$95 per hour
Window Cleaning Services	\$75 per hour
Floor Strip and Wax - \$0.46 per square foot	\$250 minimum
Carpet Care Services - \$0.18 per square foot	\$250 minimum
Tile Maintenance \$1.60 per sq. foot	\$250 minimum
General Maintenance/Construction Services	\$85 per hour
Lighting Repair/Electrical Services by Licensed Electrician	priced per bid
HVAC Maintenance (scheduled filter replacements, oil & belt checks, etc.)	priced per bid
HVAC Repair (troubleshooting & repair services)	priced per bid
Major Plumbing Repair by Licensed Journeyman Plumber	priced per bid
Water Damage/Water Remediation Services	\$95 per hour
Water Damage/Water Extraction with truck mount unit	\$95 per hour
Landscaping Maintenance Services	\$85 per hour
Landscaping Installation/Project Services	\$85 per hour
Irrigation Installation and Repair Services	\$95 per hour
Pressure Washing with water reclamation	\$95 per hour
Snow Removal Services – pricing available by request	

Prices are subject to change at Contractor's discretion. Any Additional Services will be billed at a 2-hour minimum. Any emergency call-out (including after hours and holidays) will be billed at 1 ½ time's general hourly rate plus a \$75 emergency call out fee. Regular business hours are Monday through Friday, 8:00 am until 5:00 pm. Holidays Observed: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day



City Council Staff Report

Meeting Date: 10/18/2023

To: The Honorable Mayor Hodson & City Council
Through: Eileen Stein, Interim City Administrator
From: Todd Wood, Transit & Fleet Services Director
Agenda Item: Consider Ordinance No. 1613: Authorizing the Interim City Administrator to Execute a Contract with Jarrett Walker & Associates in the amount of \$199,809 to provide an update to the Transit Master Plan. (Second Reading)

<u>Summary</u>

Authorize the Interim City Administrator to Execute a Contract with Jarrett Walker + Associates to update the Canby Area Transit (CAT) Master Plan.

Background

The CAT Master plan provides guidance and insights for current and future transit services in the city and was last updated in 2017. A RFP was issued on July 10, 2023 and Jarrett Walker + Associates was selected to provide the updated document.

Discussion

The CAT Master Plan is the guiding document for future CAT services and expansions. It looks at our current services, speaks with the public, determines what is working and where the system should aim for in the future. This plan is used for nearly all grant applications.

Since the adoption of the 2017 master plan update, CAT has implemented most of the plan's recommendations including Saturday service and Loop service.

The existing plan is now over five years old, and changes have occurred in how transit functions for the community. For example, COVID-19 changed the landscape of transit in 2020, causing a shift in working locations and thus impacting ridership.

For these reasons, an update to the master plant is critical to guide the future of our Transit system. In July 2023, CAT issued an RFP for a consultant firm to provide professional services to facilitate community and stakeholder engagement and update the Transit Master Plan. We received a total of three bids:

Transpo Group Jarrett Walker + Associates Konev Consulting, LLC A panel of four members reviewed each and Jarrett Walker + Associates was selected with the highest scoring proposal.

Attachments

Ordinance 1613 Refined Scope and Final Fee

Fiscal Impact

The total cost of the project will be \$199, 809. Canby Area Transit received a grant from the State Transportation Improvement Fund (STIF) which will cover approximately \$159,848, and the remaining \$39,961 will be paid for by Canby Area Transit payroll taxes.

Options

- 1. Approve the contract.
- 2. Decline the contract.

Recommendation

Staff recommends the Council authorize the Interim City Administrator to sign the contract with Jarrett Walker and Associates to provide a Transit Master Plan update in the amount of \$199,809.

Proposed Motion

"I move to adopt Ordinance 1613: An Ordinance authorizing the Interim City Administrator to Execute a Contract with Jarrett Walker & Associates in the amount of \$199,809 to provide an update to the Transit Master Plan."

ORDINANCE NO. 1613

AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH JARRETT WALKER & ASSOCIATES IN THE AMOUNT OF \$199, 809 TO PROVIDE AN UPDATE TO THE TRANSIT MASTER PLAN

WHEREAS, the City of Canby on behalf of Canby Area Transit (CAT) issued a Request for Proposal (RFP) CAT2021 on July 10, 2023 requesting proposals from qualified companies for the CAT Transit Master Plan Update;

WHEREAS, the City of Canby received proposals from three (3) potential companies as follows on or before 4:00 PM on August 7, 2023;

WHEREAS, following an interview process, a four (4) member Selection Committee individually scored the proposals and met on Wednesday September 6, 2023 to review these scores in accordance with the Evaluation Criteria detailed in the RFP; and

WHEREAS, Jarrett Walker + Associates received the top score and was identified by the Selection Committee as the most able, experienced, and best value proposer.

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

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 with Jarrett Walker & Associates of Portland, Oregon to provide an update to the Canby Area Transit Master Plan in the amount of one hundred ninety-nine thousand, eight hundred nine dollars (\$199,809). A copy of said contract is attached hereto as Exhibit "A" and by this reference incorporated herein.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, October 4, 2023, ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, October 18, 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 18th of October, 2023 by the following vote:

YEAS _____ NAYS _____

Brian Hodson Mayor

ATTEST:

Maya Benham City Recorder

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and Jarrett Walker and Associates (Contractor).

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

The Parties Agree a Follows:

- A. <u>Scope of Services</u>. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- B. <u>Contractor Identification</u>. Contractor shall furnish the City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. **Contractor understands it is required to obtain a City of Canby Business License for conducting business in the City. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.**
- 3. <u>Compensation</u>:
 - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. Contractor not to exceed price of this contract, without prior written approval from the City.
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.

4. <u>Contractor is Independent Contractor.</u>

- A. Contractors' services shall be provided under the general supervision of the Transit Director. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
- B. Contractor certifies that it is either a carrier-insured employer or a self-insured

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

- C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
- 5. <u>Subcontractors and Assignment.</u> Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions of this agreement as well as applicable OSHA regulations and requirements.
- 6. <u>Work is Property of City.</u> All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed. City agrees that Contractor may use its work in its portfolio to demonstrate the nature of this contract.
- 7. <u>Term</u>
 - A. This Agreement may be terminated by:
 - 1. Mutual written consent of the parties.
 - 2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
 - 3. City, effective upon delivery of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If Contractor fails to abide by the terms of this Agreement.
 - c. If services are no longer required.
- 8. <u>Professional Standards.</u> Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

By entering into this agreement, contractor represents and warranties that they have complied with the tax laws of the State of Oregon and the City of Canby. Further, for

the duration of this contract, Contractor promises to continue to comply with said State and local tax laws. Any failure to comply with tax laws will be considered a default on this contract and could result in the immediate termination of this agreement and/or other sought damages or other such relief under applicable law.

- 9. <u>Insurance</u>. Insurance shall be maintained by the Contractor with the following limits:
 - A. For Comprehensive General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.
 - B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.
 - C. For Professional Liability-errors and omissions-a \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. (Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.). For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.
 - D. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Procuring such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement.

- 10. <u>Legal Expense</u>. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney's fees, costs, and expenses as may be set by the court both at trial and all appeals there from.
- 11. <u>Modifications</u>. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
- 12. <u>Notices.</u> Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, electronically, faxed, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.
- 13. <u>Entire Agreement.</u> This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. Exhibits to this Agreement are incorporated as if set out fully in the body of this instrument.
- 14. <u>Savings Clause</u>. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative City, all other provisions of this Agreement shall remain in full force and effect.
- 15. <u>Indemnification:</u> Contractor shall defend, save, hold harmless, and indemnify the City, the State of Oregon, Tri-Met and their respective officers, employees and agents (the "Indemnified Parties" or an "Indemnified Party") from and against all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and description (including reasonable attorney's fees and expenses at trial, on appeal and in connection with any petition for review) (collectively, "claim") which may be brought or made against any Indemnified Party and arising out of or related to (i) any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of contractor, its employees, agents, related to this contract, (ii) any act or omission by contractor that constitutes a material breach of this contract, including without limitation any breach of warranty, or (iii) the infringement of any patent, copyright, trade secret or other proprietary right of any third party by delivery or use of the goods.

The City, Tri-Met or the State of Oregon, as applicable, shall promptly notify the contractor in writing of any claim of which they become aware. While it is the specific intent of the Indemnified Parties that Contractor indemnify them from all claims, Contractor's obligation under this section shall not extend to any claim primarily caused by (i) the negligent or willful misconduct of an Indemnified Party, or (ii) an Indemnified Party's modification of goods without contractor's approval and in a manner inconsistent with the purpose and proper usage of such goods.

However, the legal counsel for the City or for Tri-Met, or the Oregon Attorney General on behalf of the State of Oregon, as the case may be, must give written authorization to any third-party purporting to act in the name of, or represent the interests of the applicable Indemnified Party prior to such action or representation. Further, the State, acting by and through its department of justice, or legal counsel for the City or Tri-Met, may assume the defense of their respective Indemnified Party at any time when in an Indemnified Party's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending or able to defend the interests of an Indemnified Party; (iii) important governmental interests are at stake; or (iv) the best interests of an Indemnified Party are served thereby. The contractor's obligation to pay for all costs and expenses shall include those incurred by the City, Tri-Met or the State of Oregon in assuming its own defense and that of its officers, employees, or agents under (i) and (ii) above.

16. <u>State of Oregon Terms and Conditions</u>. This project is funded in part with State Transportation Improvement funds from the Oregon Department of Transportation's Rail and Public Transit Division which requires third party contractors to comply with various laws. As such, the Contractor will comply with the laws identified in Exhibit B. If there is a conflict between what is required of the Contractor in the body of this Agreement and Exhibit B, the terms of Exhibit B will apply.

	PO Box 930 Canby, OR 97013 ap@canbyoregon.gov
Please submit invoices to:	Accounts Payable City of Canby
	1021 SE Caruthers Street, Portland, OR, 97214
	Jarrett Walker & Associates, LLC
CONTRACTOR:	Jarrett Walker, President
	Canby, OR 97013
	PO Box 930
	City of Canby
CITY:	Eileen Stein. Interim City Administrator

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

CONTRACTOR:	CITY OF CANBY:
By: Jarrett Walker	Ву:
Date:	Date:

Subcontractors will be used and a List of Subcontractors is attached to this Agreement.

Approved as to Form:

City Attorney: City of Canby

LIST OF SUBCONTRACTORS

As per Section 5 of the Personal Services Agreement, the following businesses will be subcontractors. Subcontractors are required to have a City of Canby Business License prior to commencing work under this contract.

 Name of Business	Address	Phone	CCB#
 Enviroissues, LLC	101 Stewart Street, Ste 1200, Seat	tle, WA, 98101	TBD
Toole Design	720 3 rd Ave, Ste 2020, Seattle, WA,	98104	TBD

The City hereby approves the above-listed subcontractors.

City of Canby

Date

City of Canby Transit Master Plan Agreement with Jarrett Walker & Associates

Exhibit B

- 1. Contractor will comply with ORS 184.751 through 184.766.
- 2. Contractor will comply with the provisions of Oregon Administrative Rules ("OAR") Chapter 732, Divisions 40 and 42, as those divisions may be amended.
- 3. Contractor acknowledges City has an agreement with TriMet (the "TriMet Agreement") relating to the receipt and use of funds from the State Transportation Improvement Fund ("STIF"), and that City will use STIF funds, among other sources of money, to compensate Contractor. Terms and conditions of the TriMet Agreement apply to Contractor and the performance of its services, including:
 - a. TriMet, ODOT, the Secretary of State of Oregon, or their authorized representatives, may access data and records held by Contractor as described in Section 2 of the TriMet Agreement.
 - b. Contractor certifies that no person shall, on the grounds of race, color, creed, religion, sex, age, national origin, or disability, be excluded from participation in, or be denied the benefits of, any activity for which Contractor receives STIF Formula Funds. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, national origin, or disability.
 - c. In providing services to the City, Contractor shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
 - d. Contractor shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement for a minimum of six (6) years following the expiration or termination of this Agreement, or such longer period as may be required by other provisions of the TriMet Agreement or applicable law. During that period, pursuant to any audit of City or Contractor relative to the use STIF funds, if there are unresolved audit questions at the end of the six-year period, Contractor shall retain the records until the questions are resolved.
 - e. Contractor shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless Contractor is exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.

Refined Scope and Final Fee

SEPTEMBER 25, 2023

For the City of Canby

JARRETT WALKER + ASSOCIATES

City Council Packet Page 112 of 194

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In this section, we lay out a step-by-step work plan for the deliverables identified in the RFP scope.

We propose a slightly different order of tasks than what is implied by the task sequence in the RFP. To make clear how our tasks relate to the scope in the RFP, we are providing the correspondence table at right.

Task A: Kickoff and Project Organization

We propose to begin the project with in-person kickoff meetings among our team members and CAT staff. A very important part of these meetings would be discussions about the Public Engagement Plan, which would be led by Envirolssues.

Deliverables for Task A include:

- Kickoff meetings in Canby
- A refined project schedule
- An organized data request, from our team, submitted to CAT staff
- Monthly update meetings and progress reports

We will ask for assistance from CAT and possibly other City staff in connecting with key community members, organizations and committees.

Task B: Analysis of Existing Conditions and Choices

In preparation for asking the community to help guide this TMP update, we will educate ourselves about existing conditions for CAT service and what choices most need to be addressed in the updated TMP.

This will involve examining data (from the Census, LEHD, CAT and the City), visiting the town and riding transit there, and interviewing CAT staff who work on both fixed route and demand response/

Proposed Task Name	RFP Task Name
A. Kickoff and Project Organization	1. Project Organization and Data Collection
B. Analysis of Existing Conditions and Choices	3. Existing and Future CAT services
C. Public Engagement	2. Public Engagement
D. Future Service Recommendations	3. Existing and Future CAT services
E. Future Capital & Policy Recommendations	4. Capital Needs Assessment, 5. Policy, 6. Potential Funding Source Identification
F. Optional Public Engagement Phase 2	2. Public Engagement
G. Draft and Final Transit Master Plan	7. Draft and Final Master Transit Plan Documents

This table shows how the names and the sequence of tasks we describe in this Work Plan relates to the numbered tasks defined in the RFP scope.

ADA service. Our team will provide CAT staff with an internal-draft Existing Conditions report, which will later become part of the TMP document.

We will pay extra attention to the connections made among the transit providers in the north Willamette Valley: CAT, Cherriots, SCTD, SMART and TriMet. We will use up-to-date information about services and connections where all of these services touch one another (whether they make a good connection or not!).

We can also draw on our understanding the regional connection issues from our work over the past decade on the prior Canby TMP, service concepts for the 99E corridor, regional services for Cherriots, the Wilsonville TMP, the Sandy TMP, and TriMet's plans for future service. However, we recognize that many years have passed since we worked on the Canby TMP, and that conditions, funding and perhaps community priorities have changed since then.

Once we have finished our review of existing conditions, we will provide CAT staff with an internal-draft report. This will include reviews of:

- Review of recent and relevant plans. This would include local and regional transit, mobility and land use policies and plans relevant to the future of CAT service.
- Transit Market and Needs. Full review and mapping of the most recent socioeconomic data available.
- Network and Route Performance. Analysis of ridership, productivity, frequency, and connections with other neighboring transit providers. This will include insights gained at the network level (regional and local), route level and stop level.
- Performance of Dial-a-Ride and Complementary Paratransit, in terms of ridership, rides per vehicle hours, percent of trip requests fulfilled, percent of shared trips, reliability, and any other measures that address current CAT or rider concerns.
- Travel patterns within the city and within the region, derived from the Census and/ or Replica (which anonymizes cell phone movements).
- Summary of existing capital assets that support the current system.
- Proximity and Access Analysis. Baseline analysis of the number of people within walking distance of transit services, and the number of places people can reach within a reasonable travel time on transit (for example, 30 or 45 minutes).

Once we have improved the Existing Conditions report based on staff comments and corrections, we can publish it on the project website. Some of the elements of the report will also be used to



One of the tools our team can use to engage stakeholders and decision-makers is interactive games. In this game, Sandy stakeholders tried out different balances between local and regional service, and between fixed routes and demand response service.

inform public engagement, the survey, the stakeholder workshop, and our presentations to Council and other groups.

Deliverables for Task B include:

- Analyses of existing conditions as described above.
- Maps of existing services and demographics.
- An internal-draft Existing Conditions and Choices Report, and a final draft for publication.

Task C: Public Engagement

Envirolssues and JWA will work together closely on public engagement, for which we have a very established relationship and recent experience on the Wilsonville TMP update. Envirolssues will lead most engagement tasks, and will feed what they learn through surveys and outreach into our service planning process. However, JWA will be involved in shaping the overall questions that are asked of the public. Both Envirolssues and JWA have proposed Hispanic project managers (Brenda and Álvaro) who can work in either English or Spanish, without the need to relay communication through a translator.

Canby has a particularly active civic community, and we know that many of our public engagement successes will be thanks to local organizations who are already knowledgeable, connected and trusted in the community. If we can get a very fast start we may, for example, be able to lean on Bridging Cultures to allow us to do outreach at their Thanksgiving event, or later in our planning process through some of their other community events. The Library, schools and the Chamber may also be helpful organizations and good venues for reaching diverse residents who care about transit.

At kickoff meetings (in Task A) Envirolssues will start developing an engagement plan that centers equity. It will establish public involvement goals, opportunities for engagement, key messages and guidelines for how consultants and CAT will incorporate public input into the TMP.

During Task C, we will use both on-board and online surveys to understand who is currently using the CAT system and to garner feedback on community priorities around transit service. We can also deliver presentations to key stakeholder groups (such as Bridging Cultures, the Chamber, or City committees) as well as online public meetings (for example, using Zoom) and traditional in-person open houses.

We would like to hold an intensive half-day or evening workshop for key stakeholders. This would include interactive exercises, live polling, a brief presentation by the consultants, and discussions among stakeholders. We have the necessary staff and skills to deliver this workshop in both English and Spanish, but we would ask the City to provide headsets for real-time translation.

We recommend presentations to the City Council and Planning Commission (or other City committee, if the Planning Commission is not the most important body to brief) at the start of public engagement, to brief them on the insights from the Existing Conditions report, ask for their help alerting the public, and take their suggestions for additional public contacts.

We have included some budget for direct costs in support of public engagement, such as: mileage and transit fares; a meal for the half-day stakeholder workshop; and printing of on-board surveys.

We would summarize the input gathered in this task and discuss with CAT how it should inform the Plan's recommendations.

Deliverables for Task C include:

- A public engagement plan.
- On-board and online surveying, of existing riders and non-riders alike.
- Webpage content for the City's website.
- Interactive workshop for stakeholders.
- Online or in-person open house.
- A presentation to City Council and Planning Commission (or other committee).
- Analysis and summary of input from all sources.

Task D: Future Service Recommendations

Having heard from the public, stakeholders and City leaders about their priorities for future CAT service, we will present that input to CAT and start a discussion about how the TMP can reflect those priorities.

Our preference will be to develop future service

4

ideas and recommendations with CAT staff, rather than separately. This can either be done in one long in-person meeting, in which we draw new routes and services together, or through very rapid iteration with us presenting ideas over Zoom and getting feedback over multiple consecutive days.

After developing the service recommendations with CAT staff, we will map and analyze them. Our analysis will measure impacts and improvements for all residents and workers, as well as for existing riders, lower-income residents, minority residents, seniors, young people and local businesses.

We propose to pay particular attention to the following measures:

• Proximity. Residents and jobs within walking distance of various kinds of service, including low-income and minority residents.



One way to explain the potential of an improved transit network is to show how many more places people can access via transit. For example, this map shows how far someone can travel from the center of Wilsonville in a reasonable amount of time. It illustrates both residents' access to opportunities outside of the city, and employers' ability to attract workers to jobs in the city.

- Changes in the number of people who can access key points (for example, Cutsforth's Market, the Fred Meyer, Canby High School, Clackamas Community College, the Woodburn transit center, etc).
- Analysis of overall access change by geography, and by demographic group.
- Equity, i.e., who and where would be advantaged or disadvantaged compared to existing service, and how that relates to patterns of income.
- Example trips illustrations, showing examples of how Canby residents and workers would use the recommended network compared to the existing network.

Deliverables for Task D include:

- Maps of recommended future fixed route services, with frequencies, hours of service, required vehicles and estimated service hours.
- Maps of recommended future Dial-a-Ride and Paratransit service areas, with estimated vehicle requirements and service hours.
- Maps and graphics showing service impacts and improvements for diverse groups of stakeholders, especially lower-income people of color and local employers.

Task E: Future Capital and Policy Recommendations

Once we understand the new services that the TMP will include, we will summarize and analyze the other types of work and investment needed to ensure CAT's success.

Toole Design will leave this task, with input from JWA. JWA will incorporate the resulting writing and graphics into one single document, along with the results of Task D.

Deliverables for Task E will include:

- Descriptions of major capital needs to support future services, such as transit centers, bus stops improvements, sidewalk improvements, software or hardware.
- Recommended additional vehicles to support fixed route and demand response service recommendations.
- Ways that the City Code can be better-aligned with the updated TMP (e.g., street design, parking, land use).
- Descriptions of potential partnerships with other organizations or other transit providers.
- Advice relating to fleet electrification, or other fuel options.
- Evaluation of CAT's current funding sources and recommendations for potential funding from local, state and federal sources that will support the TMP.

Task F: Public Engagement Phase 2

We propose an additional public engagement phase after we develop the first service enhancements. We will illustrate trade-offs for the community to react to. These alternatives will address different ways the transit service could serve the community at local and regional scales

This second round of public engagement will focus on presenting service alternatives (described in task I) to the public and seeking input that clarifies which concepts have more or less appeal, and why.

The basic concept and trade-offs that underline each alternative will be developed collaboratively with CAT staff. Ideally, the trade-offs to be illustrated will be presented to the city council for approval and direction before the alternatives are developed.

Following the service trade-off design workshop,

JWA would follow up with CAT staff on any remaining details in each alternative. JWA would then proceed to develop maps and charts describing the service configuration and capital investments implied by each alternative.

Envirolssues will lead this task, drawing on the contacts and relationships developed in Phase 1. Activities in this phase of outreach will include:

- Design and implement a general public e-survey to provide feedback on the TMP. Host the e-survey on the public engagement website developed in Phase 1. Provide CAT staff and all stakeholders with appropriate tools for promoting the survey.
- Schedule and conduct a second round of rider and stakeholder interviews with previous participants, in English and Spanish. Provide CAT staff with tools for promoting the meeting to riders and the community.
- Conduct an in-person and online public meeting to present and hear feedback on the proposed alternative scenarios.

Task G: Draft and Final Transit Master Plan

The results of Tasks B, D, E and F, above, would be combined into a draft TMP. This is intended to be a readable, friendly document, that ordinary people can use to understand CAT's current situation and future plans. Technical material that is unlikely to be interesting to the general public will be kept in appendices.

We will also prepare a Draft Executive Summary of the TMP.

CAT staff will be asked to review an internal draft of the Draft TMP, after which we will prepare it for publication.

We would expect to give a second presentation to City Council at this time. We would also email the project list, and reach out to key stakeholders and local community groups, to invite comments on the Draft TMP.

As mentioned in Task F, we would also open the space for a second conversation with the public about the Draft TMP.

Once the public comment period has closed, we would then meet with staff to discuss how to change the TMP in response to the comments, before preparing the Final TMP document for City Council consideration.

Deliverables for Task G include:

- Internal draft TMP document and Executive Summary.
- External Draft TMP and Executive Summary.
- Webpage updates.
- Summary of comments received on Draft TMP.
- Meeting with CAT staff to decide on changes to the TMP.
- Final TMP for City Council adoption.
- All electronic files generated or used during the planning process.

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10-Month Timeline



For the core tasks proposed our total fee would be **\$199,809.**

The table below shows the fee per task, as well as the expected hours of work contributed by each firm and each staff person, per task.

In additional to our labor costs, we have budgeted \$1,400 for direct costs which most of which would be incurred in support of public engagement, such as: car mileage, transit fares, incentives for surveys, web hosting fees and printed surveys. We have budgeted for a full meal to be served at the stakeholder workshop, and light refreshments for an open house event in the second public engagement phase.

If any additional such supplies are, in CAT's opinion, needed and warranted, then we would recover those additional costs from CAT at no markup.

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Proposed Task Name	RFP Task Name	Cost pe Task	Poyourow	Caviedes	Pritchard	Jain	Tucker	Martin	Omlor	Purdy	Ostrodka	Soto	Falkner	Singer- Berk
A. Kickoff and Project Organization	1. Project Organization and Data Collection	\$ 21,52	5 5	82	4	4	10	34	12	-				
B. Analysis of Existing Conditions and Choices	3. Existing and Future CAT services	\$ 31,42	9 16	85	29	134	-							
C. Public Engagement	2. Public Engagement	\$ 37,50	5 11	44	-	15	-	48	113	17				
D. Future Service Recommendations	3. Existing and Future CAT services	\$ 30,48	0 14	85	40	115	-							
E. Future Capital & Policy Recommendations	4. Capital Needs Assessment, 5. Policy, 6. Potential Funding Source Identification	\$ 29,17	6 17	30	-	-	-				4	32	48	48
F. Optional Public Engagement Phase 2	2. Public Engagement	\$ 17,33	2 -	10	-	14	-	28	55	9				
G. Draft and Final Transit Master Plan	7. Draft and Final Master Transit Plan Documents	\$ 32,36	1 31	78	42	55	-	12	26	-				
	All tasks	\$ 199,80	9 94	414	115	337	10	122	206	26	4	32	48	48



City Council Staff Report

Meeting Date: 10/18/2023

To:The Honorable Mayor Hodson & City CouncilThrough:Eileen Stein, Interim City AdministratorFrom:Todd Wood, Transit & Fleet Services DirectorAgenda Item:Consider Ordinance 1614: An Ordinance authorizing the Interim City Administrator toExecute a Contract with Waterleaf Architecture, Inc. of Portland, Oregon to provide architectural andengineering services to design and build new Canby Area Transit facilities. (*First Reading*)

<u>Summary</u>

Authorize the interim City Administrator to sign a contract with Waterleaf Architecture, Inc. for architectural and engineering services to design and build new Canby Area Transit (CAT) facilities.

Background

CAT has rented offices since 2016 on Hazel Dell Way for staff, drivers, and dispatch. In 2019 CAT purchased a 2.2-acre property to build transit offices and bus parking. Due to COVID and staffing changes the building project was put on hold. CAT has once again started the process to build the new transit facilities.

Discussion

In 2016, CAT moved to 195 S. Hazel Dell way and rented a 1700 SQFT office from Zimmer Ventures. The intent was a five-year lease during which time CAT would purchase land and build city-owned offices and bus lot parking. This location houses all transit staff, and all contract staff.

In 2019, land was purchased for building new transit facilities. The 2.2-acre lot is located next to Pioneer Pump and just behind the currently rented office on Hazel Dell Way. A bus lot was built on a portion of the land at this site, and all buses were moved to the new lot.

In 2020, COVID and staffing changes put the project on hold. However, a study was done in August of 2020 to determine if this purchased property was the best location for transit, rather than moving transit to the City shops. The property was determined to be best suited for transit and a preliminary design was laid out.

More staffing changes in the City further delayed movement on the building project until May 2023, when the interim City Administrator authorized proceeding forward with the building design phase.

In July 2023, a Request for Quotes (RFQ) was sent out to create a list of qualified firms for the project. Six firms applied and the top three were selected to receive a Request for Proposals (RFP) for architectural and design services. The following firms submitted a proposal:

Soderstrom Architects PIVOT Architecture Waterleaf Architecture, Inc.

A panel of four members reviewed each, and Waterleaf Architecture, Inc. was selected with the highest scoring proposal. After selection, CAT's Transit Director negotiated a not-to-exceed amount for the services.

Attachments

Ordinance 1614 Waterleaf Architecture Agreement Waterleaf Architecture, Inc. Not-to-exceed cost estimate Waterleaf Architecture, Inc. RFP submission

Fiscal Impact

The total cost of the project will not be known until the design phase is complete. The architectural and engineering services contract has been set at a not to exceed amount to cover the design of the building and engineering oversight during construction.

Currently, CAT has approximately \$2.5 million in available funding for this project. The architectural and engineering services contract will be paid from these current existing funds.

Options

- 1. Approve the Contract
- 2. Decline the Contract

Recommendation

Staff recommends the City Council authorize the Interim City Administrator to sign a contract with Waterleaf Architecture, Inc. to provide engineering and architectural services for the design and construction of Canby Area Transit facilities not-to-exceed the amount of Five hundred seventy-nine thousand, Six hundred forty dollars (\$579,640).

Proposed Motion

"I move to approve Ordinance No. 1614: An Ordinance authorizing the Interim City Administrator to Execute a Contract with Waterleaf Architecture, Inc. of Portland, Oregon to provide architectural and engineering services to design and build new Canby Area Transit facilities, to a second reading on November 1, 2023."

ORDINANCE NO. 1614

AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH WATERLEAF ARCHITECTURE INC., OF PORTLAND, OREGON TO PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES TO DESIGN AND BUILD NEW CANBY AREA TRANSIT FACILITIES

WHEREAS, the City of Canby on behalf of Canby Area Transit (CAT) issued a Request for Proposal (RFP) on August 17, 2023 requesting proposals from qualified companies for the Canby Area Transit Operations Facility;

WHEREAS, the City of Canby received proposals from three (3) potential companies as follows on or before 4:00 PM on September 6, 2023;

WHEREAS, following a review process, a four (4) member Selection Committee individually scored the proposals in accordance with the evaluation criteria detailed in the RFP; and

WHEREAS, Waterleaf Architecture, Inc. received the top score and was identified by the Selection Committee as the most able, experienced proposer.

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

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 with Waterleaf Architecture, Inc. of Portland, Oregon to provide architectural and engineering services for the design and construction of Canby Area Transit Facilities not to exceed the amount of five hundred seventy-nine thousand, six hundred forty dollars (\$579,640).

A copy of said contract is attached hereto as Exhibit "A" and by this reference incorporated herein.

SUBMITTED to the Canby City Council and read for the first time at a regular meeting thereof on Wednesday, October 18, 2023, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter, and to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, November 1st, 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 1st of November, 2023 by the following vote:

YEAS _____ NAYS _____

Brian Hodson Mayor

ATTEST:

Maya Benham City Recorder

AN AGREEMENT TO FURNISH ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES TO THE CITY OF CANBY, OREGON

The City of Canby, Oregon ("City") and Waterleaf Architecture, Inc. ("Consultant") enter into this Agreement, which is effective on the date described in Article XX ("Effective Date").

ARTICLE I: SCOPE

For consideration set forth in Article V of this Agreement, CONSULTANT agrees to provide design consulting services for the Canby Transit Operations Facility design to the City of Canby, Oregon, a municipal corporation.

The term of this Agreement shall begin on the Effective Date and run through______. During the term of this contract, CONSULTANT, shall also comply with Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards.

In addition to the terms and conditions contained in this instrument, the following are expressly incorporated as if set out fully and distinctly within this instrument, all of which comprise the Agreement: amendments to this Agreement, Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Negotiated Statement of Work, Cost and Deliverable Schedule, Addenda and Clarifications, Request for Proposals, including all Attachments and Exhibits, and the Consultant's Proposal. If there is any conflict between the terms and conditions of this instrument and any incorporated documents or laws, the conflict will be resolved in the following order of precedence: (1) Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards; (2) amendments to this Agreement; (3) the terms and conditions of this instrument; (4) Negotiated Statement of Work; (5) Cost and Deliverable Schedule; (6) Addenda and Clarifications to the Request for Proposals; (7) the Request for Proposals, including all of its attachments and exhibits; and lastly (8) the Consultant's Proposal.

The CITY shall assist the CONSULTANT by providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein. In the event of a conflict between the attachment(s) and this document, the terms of this document shall control. Unless modified in writing as set forth in Article II by the parties hereto, the duties of the CONSULTANT and the CITY shall not be construed to exceed those services and duties specifically set forth in this Agreement.

In consideration of the mutual promises contained herein, it is agreed to as follows, and is effective upon its execution by and between both parties hereto.

ARTICLE II: MODIFICATIONS

Modifications to this Agreement must be in writing and must be signed and dated by both parties. In addition, the modification must include a scope of work, schedule, and compensation to be negotiated at the time the modification is proposed by either party. Modifications that do not meet these requirements shall not be binding, and no further compensation will be allowed for any work performed.

ARTICLE III: RESPONSIBILITIES OF THE CONSULTANT

- A. <u>Notice to Proceed</u>. CONSULTANT will not begin work on any of the duties and services listed in Article I until execution of the contract and receipt of a Notice to Proceed from City. Authorization to proceed on additional services not defined in Article I shall be in the form of an amendment as defined in Article II.
- B. <u>Level of Competence</u>. CONSULTANT is employed to render professional services and shall be responsible to the level of competence presently maintained by other practicing professional consulting firms in good standing and engaged in the same type of professional personal services, for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement. CONSULTANT must, at all times during the term of this Agreement, be duly licensed to perform the Work, and if there is no licensing requirement for the profession or Work, be duly qualified and competent.
- C. <u>Lead Consultant</u>. Shall serve as the lead consultant to the City of Canby as described under the terms of this Agreement. Any change in the designation of this role must be approved by the City.
- D. <u>Cost Estimates</u>. Construction and procurement cost estimates to be prepared under this agreement are to be based upon presently available data. In preparation of these cost estimates, CONSULTANT will apply its experience and judgment.
- E. <u>Documents/Work Products Produced</u>. CONSULTANT will prepare and furnish all design, bid, and contract documents necessary for completion of the duties listed in Article I and the construction of the project. CONSULTANT agrees that all documents and work products produced by CONSULTANT in the fulfillment of its obligations under this Agreement, and all information, documents and material, gathered or compiled in meeting those obligations, shall be considered property of the CITY, with an unlimited, royalty free license for CITY use, and shall be provided to the CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XI.
- F. <u>Record Drawings Preparation</u>. CONSULTANT will prepare a set of record drawings for the project, which will include the changes made in materials, equipment, locations, and dimensions of the work. CONSULTANT will provide one full-size set of record drawings to the CITY. Unless expressly stated to the contrary in writing, CONSULTANT may rely on documentation, field notes and information prepared by or received from the CONSTRUCTION CONTRACTOR and the Owner for transcription onto Record Drawings.
- G. <u>Access to Records</u>. CONSULTANT agrees to preserve and maintain for six years after final payment under this contract, any directly pertinent books, documents, papers, and records generated by or provided to CONSULTANT in the course of the performance of his duties under the terms of this contract. CONSULTANT further agrees that the CITY, or any of its duly authorized representatives, shall, during said period, have access to and the right to audit, examine, and reproduce such records and further agrees to include the above provision in all subcontracts.
- H. <u>Ownership of Documents</u>. Use and ownership of documents, models and other "Instruments of Service" is governed by Article 7 of AIA Document B101-2017.
- I. State or Federal Requirements. CONSULTANT covenants and agrees to comply with all of the

obligations and conditions applicable to public contracts pursuant to ORS 279 Chapters A, B, and C, as though each obligation or condition were set forth fully herein. In addition, if the contract identified above calls for a public improvement as that term is defined by ORS 279A.010, CONSULTANT further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279C, et seq, as though each obligation or condition were set forth fully herein. In addition, CONSULTANT covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to the City of Canby for projects of the type in question.

- J. <u>Oregon Workers' Compensation Law</u>. CONSULTANT, its subconsultants, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- K. <u>Oregon Consumer Information Protection Act.</u> CONSULTANT, and any of its subconsultants, agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628.
- L. <u>Taxpayer Identification Number</u>. CONSULTANT agrees to complete a Request for Taxpayer Identification Number and Certification (W-9) as a condition of the City's obligation to make payment. If the CONSULTANT fails to complete and return the W-9 to the CITY, payment to CONSULTANT may be delayed, or the CITY may, in its discretion, terminate the Contract.
- M. <u>Pay Equity Compliance</u>. As required by ORS 279C.520 CONSULTANT shall comply with ORS 652.220 and shall not unlawfully discriminate against any of CONSULTANT'S employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. CONSULTANT'S compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles the City to terminate this Agreement for cause.
- N. <u>Preference for Recycled Materials.</u> As required by ORS 279A.125, CONSULTANT will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non- recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent.
- O. <u>Compliance with Tax Laws.</u> CONSULTANT certifies that they have authority and knowledge regarding the payment of taxes, and that to the best of their knowledge, are not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.
- P. <u>Communicable Diseases</u>. CONSULTANT understands the risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies that exist, and it is impossible to eliminate the risk that CONSULTANT could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. CONSULTANT KNOWINGLY AND FREELY ASSUMES ALL

SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS and assumes all full responsibility for CONSULTANT'S participation.

Q. <u>Debarment and Suspension</u>. CONSULTANT will certify that during the term of an award of contract by City resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

ARTICLE IV: RESPONSIBILITY OF CITY

- A. <u>Authorization to Proceed</u>. CITY will authorize CONSULTANT upon execution of the contract to start work on any of the services defined in Article I.
- B. <u>Access to Records, Facilities, and Property</u>. CITY will comply with reasonable requests from CONSULTANT for inspection or access to City's records, facilities, and properties by providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein.
- C. <u>Timely Review</u>. CITY will examine all studies, reports, specifications, proposals, and other documents presented by CONSULTANT, obtain advice of an attorney, accountant, auditor, risk consultant and any other Consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of CONSULTANT.

ARTICLE V: COMPENSATION

CITY agrees to pay for services procured in Article I in accordance with the compensation provisions in the attached Statement of Work and Deliverable Schedule.

Invoices shall be directed to the City of Canby, Attention: Accounts Payable, P.O. Box 930, Canby, OR 97013. Invoices may be emailed to <u>ap@canbyoregon.gov</u>.

All invoices have a 30-day net due date, with payment expected in full. CITY has the right to appeal or ask for clarification on any CONSULTANT billing within 30 days of receipt of billing. In the event of a contested billing, only that portion so contested will be withheld, and the undisputed portion will be paid in accordance with this Article V. Any amount that City may contest in good faith and withhold from payment is not a breach of this Agreement and does not entitle Consultant to suspend services or terminate this Agreement.

Notwithstanding anything in this Agreement to the contrary, the City's obligation to pay money beyond the current fiscal year will be subject to and dependent upon appropriations being made from time to time by the City Council for such purpose; provided, however, that the City Administrator or other Officer charged with the responsibility for preparing the City's biennial budget must include in the budget for each fiscal year the amount of the City financial obligation payable in such year and the City Administrator or such other Officer will use his/her best efforts to obtain the annual appropriations required to authorize said payments.

ARTICLE VI: INDEMNIFICATION

The CONSULTANT agrees to indemnify, defend, and hold harmless the CITY, its agents, officers and employees, from and against any and all liability, claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent or intentional acts, errors, or omissions

of the CONSULTANT, its officers, employees, or agents.

ARTICLE VII: INSURANCE

Before the Agreement is executed and work begins, the CONSULTANT must furnish the CITY a Certificate of Insurance for the coverage and limits set out below which is to be in force and applicable to the project for the duration of the contract. The issuing insurance companies must have a minimum current A.M. Best rating of A- VII or approved by the CITY. The Certificate must state that any insurance coverage shown cannot be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days prior written notice has been given to the CITY. Required insurance coverage(s) must continue in effect throughout the term of the contract, or until final acceptance of the entire project, or through the products-completed operations required period.

A. Minimum Scope of Insurance

Coverage must be at least as broad as:

- 1. **Commercial General Liability:** Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.
- 2. **Automobile Liability**: Insurance Services Office (ISO) form CA 0001, providing Garage Liability coverage for City vehicles driven while in service with Consultant.
- 3. Workers' Compensation: Insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
- 4. **Professional Liability**: Insurance on an occurrence or claims made basis with 24-month tail coverage.

B. Minimum Limits of Insurance

CONSULTANT must maintain limits no less than:

- Commercial General Liability: \$2,000,000 Each Occurrence \$2,000,000 Personal Injury \$3,000,000 General Aggregate \$3,000,000 Products/Completed Operations Aggregate
- Automobile Liability: \$1,000,000 Per Occurrence
 Employers Liability: \$1,000,000 Each Accident
 \$1,000,000 Disease Aggregate
 \$1,000,000 Disease Each Employee
 Professional Liability: \$2,000,000 Per Occurrence/Cl/
- 4. Professional Liability: \$2,000,000 Per Occurrence/Claim

The General Aggregate and Products/Completed Operations Aggregate must apply separately on a "per project basis"

C. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer will reduce or eliminate such deductible or self-insured retention as respects the CITY, its officers, employees and agents; or the CONSULTANT will procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- Additional Insured Clause The Commercial General Liability insurance coverage required for performance of this contract must be endorsed to name City of Canby and its officers, agents, and employees as Additional Insured on any insurance policies required herein with respect to CONSULTANT'S or any subcontractor's activities being performed under the Agreement. <u>The Certificate of Insurance must include the additional insured endorsement</u>. Coverage must be primary and non-contributory with any other insurance and self-insurance.
- 2. Any failure to comply with reporting provisions of the policies must not affect coverage provided to the CITY, its officers, employees, or agents.
- 3. Workers' Compensation and Employers Liability Coverage The insurer must agree to waive by endorsement, all rights of subrogation against the City of Canby, its officers, employees, and agents for losses arising from work performed by the CONSULTANT for the CITY.

ARTICLE VIII: ASSIGNMENT

This Agreement is to be binding upon 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. No assignment of this Agreement will be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this Agreement.

Use of subcontractors by the CONSULTANT or subsidiary or affiliate Firms of the CONSULTANT for technical or professional services will not be considered an assignment of a portion of this Agreement, and the CONSULTANT will remain fully responsible for the work performed, whether such performance is by the CONSULTANT or subcontractors. No subcontractors will be used without the written approval of the CITY. Nothing herein will be construed to give any rights or benefits hereunder to anyone other than CITY and CONSULTANT.

ARTICLE IX: INTEGRATION

These terms and conditions and the attachments represent the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing as specified in Article IV.

ARTICLE X: SUSPENSION OF WORK

The CITY may suspend, in writing, and without cause, all or a portion of the work under this

Agreement. The CONSULTANT may request that the work be suspended by notifying the CITY, in writing, of circumstances that are interfering with the progress of work. Subject to the terms of Article V, the CONSULTANT may suspend work on the project in the event the CITY does not pay invoices when due. The time for completion of the work will be extended by the number of days work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

ARTICLE XI: EARLY TERMINATION OF WORK

- A. The CITY may terminate this Agreement for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the CITY.
- B. Either party may terminate this Agreement in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination must give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 calendar days, the party seeking termination may terminate immediately by giving written notice that the Agreement is terminated.
- C. If no notice of termination is given, relationships and obligations created by this Agreement will be terminated upon completion of all applicable requirements of this Agreement.

ARTICLE XII: REMEDIES AND PAYMENT ON EARLY TERMINATION

- A. If the CITY terminates pursuant to Article XI (A), the CITY will pay the CONSULTANT for work performed in accordance with the Agreement prior to the termination date. No other consequential costs including loss of anticipated profits will be paid.
- B. If the CITY terminates pursuant to Article XI (B), the CITY is entitled all remedies available at law or equity. In addition, CONSULTANT must pay the CITY all damages, costs, and sums incurred by the CITY as a result of the breach.
- C. If the CONSULTANT justifiably terminates the Agreement pursuant to Article XI (B), the CONSULTANT'S only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits will be paid.
- D. If the CITY'S termination under Article XI (B) above was wrongful, the termination will be automatically converted to one for convenience and the CONSULTANT will be paid as if the Agreement was terminated under Article XI (A).
- E. In the event of early termination, the CONSULTANT'S work product before the date of termination becomes property of the CITY.
- F. In the event of termination, CONSULTANT must perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work must not exceed 10 percent (10%) of the time expended on the terminated portion of the project prior to the effective date of termination. CONSULTANT will be compensated for work actually performed prior to the date of termination plus work required for filing and closing as described in this Article.
- G. Upon termination, CONSULTANT must provide to the CITY all work products, material,

documents, etc., gathered or compiled, related to the project, whether in CONSULTANT'S possession at the time of termination or received later.

ARTICLE XIII: NOTICES

All notices and demands of a legal nature that either party may be required or may desire to serve upon the other party must be in writing and will be served upon the other party by personal service, by facsimile transmission, email followed by mail delivery of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, or by postage prepaid. Notices must be addressed as follows:

<u>City</u> :	With copy to:
City Attorney	City of Canby
PO Box 930	Attn: Eileen Stein, Interim City Administrator
Canby, OR 97013	PO Box 930
-	Canby, Oregon 97013
	steine@canbyoregon.gov

ARTICLE XIV: FORCE MAJEURE

Neither the CITY nor the CONSULTANT will hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

ARTICLE XV: DISPUTE COSTS

In the event either party brings action to enforce the terms of this Agreement or to seek damages for its breach or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party will be entitled to an award of its reasonable attorney fees, costs, and expenses, including expert witness fees, incurred therein, including such costs and fees as may be required on appeal.

ARTICLE XVI: CONFLICT AND SEVERABILITY

Any provision of this document found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of the document.

ARTICLE XVII: CONSTRUCTION

The Parties acknowledge that the parties and their counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

ARTICLE XVIII: NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Agreement, the CONSULTANT agrees as follows: The CONSULTANT will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to

their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE XIX: COURT OF JURISDICTION

The laws of the State of Oregon will govern the validity of this Agreement, its interpretation and performance, and other claims related to it, without respect to conflict of laws principles. Venue for litigation will be in the Circuit Courts in and for Clackamas County, Oregon.

ARTICLE XX: EFFECTIVE DATE

The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date this Agreement becomes effective. If a party signs but fails to include a date with their signature, the date that the other party signs the Agreement will be deemed to be the date this Agreement becomes effective.

ARTICLE XXI: ELECTRONIC SIGNATURES AND COUNTERPARTS

Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or recordkeeping through electronic means will have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law. The parties may each sign separate copies of the Agreement, each of which will be deemed an original and will collectively be one and the same instrument equally binding on the parties.

[SIGNATURES FOLLOW ON NEXT PAGE]

CANBY TRANSIT OPERATIONS FACILITY CONSULTING SERVICES AGREEMENT

CONSULTANT:

CITY OF CANBY, OREGON:

Date:	Date:
By: Company	By: Eileen Stein, Interim City Administrator
Title:	
By:	
Title:	APPROVED AS TO FORM:
Mailing	Den
Address:	City Attorney
Telephone:	
Fax:	
Email	
Social Security No. (if individual)	

Tax Identification No. (if incorporated)

Note: Signatures of two officers are required for a corporation.

CAT Operations Facility - Not to Exceed Cost Estimate Oct. 5, 2023

				Original Estimates			
	Proposal -	Proposal -	Proposal -	before JS	Revised	Record	
Firm	Labor	Expenses	Total	Reductions	Expenses	Drawings	Revised Total
Waterleaf (Architecture, PM)	\$188,240	\$500	\$188,740	\$207,064	\$1,000	\$2,500	\$210,564
WSP (Civil, BEB)	\$163,341	\$2,000	\$165,341	\$198,861	\$2,000	\$1,500	\$202,361
Interface (Mechanical)	\$36,810	\$300	\$37,110	\$40,730	\$600	\$1,500	\$42,830
Reyes (Electrical)	\$54,771	\$300	\$55,071	\$57,597	\$600	\$1,500	\$59,697
Equilibrium (Structural)	\$37,760	\$300	\$38,060	\$40,100	\$600	\$1,500	\$42,200
ProDims (Cost Estimating)	\$13,100	\$0	\$13,100	\$21,988	\$0		\$21,988
Total - Not to Exceed	\$494,022	\$3,400	\$497,422	\$566,340	\$4,800	\$8,500	\$579,640



PROPOSAL TO THE CITY OF CANBY/CANBY AREA TRANSIT Transit Operations Facility Architectural and Construction Engineering Services

September 6, 2023

waterleaf architecture 419 SW 11th Avenue, Suite 200 | Portland, OR 97205 503.228.7571 | waterleaf.com



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On the cover: photo of TriMet's Powell LIFT Operations Facility

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waterleaf

architecture, interiors & planning



1 | introductory letter

September 6, 2023

Todd M. Wood, Transit Director City of Canby/Canby Area Transit 195 S Hazel Dell Way Canby, OR 97321

Re: City of Canby Transit Operations Facility Architectural and Construction Engineering Services

Dear Todd,

We understand your mission to serve the citizens of Canby with accessible, dependable, and efficient public transportation. The development of a new transit operations facility is critical to meeting the growing needs of Canby's public transportation system to achieve your mission with efficient, modern operations—now and into the future.

This important project requires a holistic team of transit facility design professionals with the experience and expertise to create highly functional, efficient, and flexible facilities that reflect the vision of your 2017 transportation plan and Council goals. Our team brings to you some of the industry's most recognized experts in the design of transit operations facilities with local roots and a proven history of successfully delivering similar projects including the recent site selection study for this project. We also bring:

Leadership with local, relevant expertise in transit facilities like yours: As the lead consultant, Waterleaf Architecture (Waterleaf) has provided design services for more than 40 transit administration, operations, and maintenance (AOM) facilities. As a partner and your proposed principal in charge and project manager, I have more than 40 years of experience managing complex projects including 24 years focused on transit facilities in Oregon and Washington. My goal is to shepherd the City through a seamless and stress-free project delivery process from start to finish.

Specialized expertise in operations and battery electric bus (BEB) facilities: We have partnered with WSP, a design and engineering firm with experience in planning and design for more than 800 AOM facilities including more than 80 BEB maintenance and operations facilities. Their AOM and BEB experts will review your 2017 transportation plan to quickly provide recommendations for updates to accommodate future upgrades to electric vehicles. We are currently working with WSP on TriMet's master plan for BEB infrastructure needs and facility improvements at their bus operations facilities and transit centers to accommodate phased implementation of their 2040 zero-emissions fleet initiative.

Unique knowledge of the existing site and facility needs: In 2020 and 2021, we led the site selection study for this project. We worked closely with the City to analyze four alternative sites and document the program elements needed for the new facility. The study was expanded to include consideration of possible future conversion of the City's fleet to BEB, and we developed conceptual site layouts for two of the sites, including the chosen site. We will leverage this specific knowledge and our working relationships with the City, as well as our team's collective technical expertise in these types of projects, to facilitate a seamless process and successful project delivery.

We are very excited to be a part of the continued growth of the City of Canby through this important project and look forward to discussing our qualifications and approach in more detail.

Sincerely,

Jon Styner AIA, LEED AP/BD+C | Partner Authorized Firm Representative 503.228.7571 | jons@waterleaf.com

Waterleaf Architecture, Inc. is a limited liability company, Tax ID 93-0655789 and a resident vendor as defined in ORS 279A.120.

We are not exempt from workers' compensation insurance.

419 SW 11th Avenue, Suite 200 Portland, OR 97205 503.228.7571 jons@waterleaf.com

disclosure statements

We understand that all information submitted will be public record and subject to disclosure pursuant to the Oregon Public Records Act. We respectfully request exception from disclosure consistent with Oregon law for the following sections of our submittal:

Waterleaf Architecture, Inc. has no contracts or subcontracts that have been terminated, in default, or had any claims made that resulted in litigation or arbitration in the last five years.

Waterleaf Architecture, Inc. nor any of our staff assigned to this contract have been sued or have been subject to professional discipline in connection with providing design services for any client, or any related services.

representations

We have examined the scope of services and conditions thoroughly; will provide for appropriate insurance, deposits, and bonds, as required; will comply fully with the scope of services for the agreed contract; and ensure any and all registration and certification requirements are met as set forth and required in the Oregon Revised Statues and this RFP.

acknowledgments

We herby acknowledge and agree that we are entering into this contract because the special qualifications of the proposer's project team based on the expertise, experience, judgment, and personal attention of key personnel. We will not reassign or transfer the key personnel to other duties or positions without notifying the City. We understand that in the event a replacement of key personnel is necessary, the replacement must be acceptable to the City.

addenda

We hereby ascertain that we have received all addenda issued, and acknowledge receipt of the following addenda:

No addenda were issued

conditions of submittal

By submitting this proposal, we certify that:

- The proposer and each person signing on behalf of any proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by the City of Canby, has a direct or indirect financial interest in the proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the proposer's response to this solicitation.
- The proposer has examined all parts of the request for proposal, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the proposer must accept the contract documents thereto unless substantive changes are made in same without the approval of the proposer.
- The proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal, or in the proposed contract.
- 4. The proposer has demonstrated quality experience providing the required goods and/or services, or consulting services, whichever is applicable.
- 5. The proposer has examined the scope of services and conditions thoroughly and can provide the appropriate insurance, deposits, and bonds, if applicable.
- 6. The proposer will comply fully with the scope of services for the agreed contract.
- 7. The proposer can meet any and all registration and certification requirements as set forth and required in the Oregon Revised Statutes and this RFP.

affirmative action

We hereby agree to comply with the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Oregon Revised Statutes (ORS); and all applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations if awarded a contract by the City.
certification office for business inclusion and diversity

We agree not to discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business enterprise certified under ORS 200.055 in awarding subcontracts as required by ORS 279A.110.

pay equity compliance

As required by ORS 279C.520, we will comply with ORS 652.220 and will not unlawfully discriminate against any of our employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Proposer's compliance with this section constitutes a material element of this contract and a failure to comply constitutes a breach that entitles the City to terminate this contract for cause.

We will not prohibit any of our employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. We will not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

We do not employ more than 50 employees and are therefore exempt from Pay Equity Training certification.

contract negotiation

We are willing to negotiate a contract in a timely, reasonable manner with the City.

conflict of interest

There is no conflict of interest or collusion on the part of our submission of a proposal for the services being solicited under this RFP (see Exhibit D, Proposal Certifications).

contract terms

We hereby accept the contract terms of the attached City Standard Services Agreement.

insurance

We are willing to contract and have the ability to provide a Certificate of Insurance and additional insured endorsement reflecting the insurance requirements within ten (10) days of the Notice of Contract Award. Please see Exhibit D in section 6 for our certification of insurance requirements and a copy of our certificate of liability insurance document.

> "I worked closely with Waterleaf in the design and planning of the building to change out old in-ground bus hoists and install new Stertil Koni ECO hoists that could lift the entire range of buses in our fleet. This was particularly challenging because all the construction was performed within the existing building with its very limited physical space all while maintaining operations....The design team has been professional, responsive, and thorough, and I've been pleased with the work that they've done."

> > LARRY DAUBENMIRE, PE (FORMER) PROJECT MANAGER COMMUNITY TRANSIT

project approach and understanding

project understanding

We have a clear understanding of the issues associated with the transit operations facility based on our work with Canby Area Transit and the City of Canby on the site selection study. The selected site (Site 1) includes two tax lots owned by the City on SE Hazel Dell Way and is currently used by the City. This site is approximately two acres with frontage on the fully developed Hazel Dell Way in the Canby Pioneer Industrial Park. The site is partially paved and has access to all public utilities along the street frontage simplifying service to the site.

We thoroughly understand the program elements for the operations facility from our site visits and discussions with representatives of the City on August 27, 2020, as well as the zoning and planning requirements from our research during the site selection process. We also understand the site opportunities and constraints given our work on the conceptual site layout options for Site 1 during the site selection process, including the critical issues of vehicle access and circulation (both bus and auto).

We are currently working with WSP on planning for TriMet's 2040 ZEV Transition Plan, focused on battery electric bus (BEB) implementation as part of a five-year facilities master plan contract. We have included WSP as an integral part of our team to leverage their BEB planning and design experience and provide an insightful review of the conceptual site layout developed by Waterleaf in 2021. WSP's BEB experience will allow our team to quickly evaluate and provide recommendations for updates to the conceptual site layout to optimize functionality and accommodate CAT's planned future conversion to electric vehicles.

proposed approach

Our team approach brings lessons learned from past projects combined with a recognition that each project is unique. Our approach requires upfront client involvement to ensure that informed decisions that affect functionality, appearance, cost, and schedule are made early in the design process. We balance our client interaction with the recognition that our clients have a multitude of other responsibilities. When project issues arise, we will come to you with not only an explanation of the issue, but proposed options to resolve the issue and keep the project moving forward. Our approach is divided into five phases/tasks. For each task, we have summarized our approach via our work plan on the following page, examples of the types of issues that will need to be addressed, general activities that will occur in these phases, and anticipated deliverables. Our approach to phasing has been used effectively on many projects to maximize efficiency and cost control.

- » Task 1: Schematic design
- » Task 2: Design development (50% design)
- » Task 3: Construction documents (100% design)
- » Task 4: Permitting
- » Task 5: Bidding/construction administration

significant issues and concerns and innovative or unique solutions

BEB Planning and Implementation

Our team has taken battery electric bus projects from the initial concept and research stage, to the implementation of pilot programs, and all the way through developing and implementing the phased transition of an entire fleet. We have lessons learned at each stage of BEB deployment to help design a facility and all associated infrastructure and equipment in a way that is flexible to both grow with a fleet and implement future technological developments.

Our team has developed standards for bus operations facilities and parking configurations to allow for electrical distribution and charging equipment to be installed in later phases without major modifications or service interruptions.

We focus on designing to accept numerous manufacturers and charging configurations to allow mixed and changing fleets to evolve with the latest technology at the time of zero emissions transition.

Potential Future Automated Wash System

When designing the new covered bus wash area initially to be deployed with manual washing equipment, our team will also design for the spatial requirements of an automated wash system including potential water reclamation equipment that would be installed when transitioning to this type of system. Based on our industry knowledge from hundreds of automated wash projects and our constant communication with wash system manufacturers, we will also design electrical panels, trench drains, incoming water supply, and water outflow that would be properly sized and capable of serving not only the initial manual wash process but also the potential future automated wash system's requirements without major retrofits to the facility.

3 | project approach, understanding, and work plan

design philosophy

Over the years, Waterleaf has gained a reputation for solving problems and creating innovative, elegant design solutions. We bring talented, hands-on architects and designers dedicated to creating smart, sustainable buildings and transit facilities that reflect the character of our communities. The expertise and interest of our firm includes master planning and design of administration, operations and maintenance facilities for bus, rail and streetcar, multi-modal transit centers, park-and-rides, operator break buildings, and light rail stations. We collaborate to solve problems at all scales. Our biggest lessons come from listening and being adaptable. That is how we approach design.

Our design philosophy is rooted in our core values:

- » We nurture a culture of respect and collaboration in our relationships with our clients and colleagues.
- » We strive to sustain balance in the environment and in our professional impacts.
- » We come together to do good work with an understanding of the impacts of time on architecture, the environment, and community.
- » We pursue creative, sensitive, and cost-effective design solutions to problems of all sizes and complexity.

sustainability

We will work with the City to incorporate sustainability goals including minimizing site impacts, reducing construction pollution, optimizing facility energy efficiency and clean energy generation, using green products, and fostering a culture of sustainability. Project Manager Jon Styner will lead our team's overall sustainability efforts, and Project Designer Ellen Krusi will serve as our sustainability coordinator. Waterleaf led the effort to incorporate sustainability measures on the Orange Line-Ruby Junction Expansion, including wash-water recycling and a solar system, resulting in approximately \$21,000 in energy-efficiency incentives from Energy Trust of Oregon for TriMet.

Our certifications and coalition memberships include:

- » US Green Building Council
- » Certified B-Corporation (Certified in 2016 and renewed in 2018)
- » Sustainability at Work Award (2015 and 2018 gold Certification)

An initial sustainability meeting will be held during the schematic design phase of your project to identify practical and cost-effective sustainability goals and sustainable design measures. These will be tracked on a spreadsheet throughout the project. The preliminary goals for the facility that we recommend include the following:

- » Implement an integrated design process for cohesive and costeffective sustainable design
- » Integrate sustainable design and construction measures that apply specifically to this building type and use
- » Evaluate the cost effectiveness of sustainability strategies
- » Ensure long-term usability, maintainability

- » Incorporate user-friendly strategies
- » Emphasize energy and water efficiency

As an adopter of the 2030 Challenge, Waterleaf will focus on the goal of achieving reductions in fossil fuel energy use. Energy-efficiency measures that will be evaluated include:

- » Increased building envelope energy efficiency
- » Roof top photovoltaic (PV) system, or design to accommodate future PV systems
- » Variable refrigerant flow (VRF) HVAC system for the offices
- » Daylighting with automatic dimming controls and/or occupancy sensors
- » Energy-efficient appliances
- » Electric vehicle (EV) charging spaces
- » Local, state, and federal energy-efficiency incentive programs

Other possible sustainability measures that will be considered include:

- » Bicycle parking inside or adjacent to the operations building
- » Low-flow, water-efficient fixtures
- » Incorporate Dark Sky Principles for exterior lighting
- » Low-emitting interior finish materials
- » Native/drought-resistant plantings
- » Permeable paving
- » Stormwater bio-swale treatment
- » Wash bay water reclamation and recycling
- » Rainwater capture for greywater reuse
- » Local/recycled materials

quality assurance/quality control

At the onset of the contract, our principal-in-charge/project manager, Jon Styner, will work with our team to develop a design quality control plan (DQCP) to ensure a quality final product using an efficient and thorough approach to daily quality activities and management oversight. The DQCP will detail the day-to-day activities of the design staff so the work is produced in a wellcoordinated, efficient manner and all final products undergo a thorough check by independent and qualified personnel prior to delivery to the City.

The quality procedures will be appropriate for the size and scope of the design work in the contract and will include all disciplines preparing construction documents. Technical details, as well as cross-discipline coordination, will be addressed in the DQCP so final documents submitted to the City are coordinated and complete.

collaboration and communication

At the core of successful project delivery is effective collaboration and communication. Our design team is located within easy proximity to the City of Canby, and we will hold regularly scheduled, frequent meetings to achieve the City's goals for the project. Jon will serve as the hub of communication for the project. Jon has extensive experience with project team coordination and communication methods.

Determination of in-person vs. virtual meetings will be coordinated with the City to maximize results, efficiency, and control cost. Our team has become proficient in utilizing virtual meetings given the costs of travel associated with in-person meetings. Our recommendation is to hold the initial kickoff meeting in conjunction with an initial program/site plan update workshop in person. Regular team meetings will be virtual.

During the project kickoff meeting, project communication protocols, including meeting format and information sharing methods will be determined. A file transfer protocol (FTP) site such as Box.com will be established to facilitate file sharing of drawings and other documents that would be too large for email.

controlling costs

design cost control

We understand that controlling costs and maximizing your budget as good stewards of your community's public funds is one of the highest priorities for your project. Jon will work with the City to finalize the scope of work to meet the needs of the project within the constraints of the available budget. Monthly invoices will be submitted to the City for review and payment. Management and control of the budget will include the use of an earned-value spreadsheet, monthly or more frequently if needed, that will allow tracking of tasks and project budgets by calculating the percent spent and comparing against the approximate percent complete. Task leaders and subconsultants will be held responsible for their estimated task budgets. Team activities will be constantly monitored by Jon and discipline leads to prevent inefficiencies and potential re-work.

project cost estimating/control

The key to successful project cost control is accurate cost estimating at the critical phases of the project. Our team includes ProDims to provide professional cost estimating. We have collaborated with ProDims on numerous successful transit projects.

The most critical of the cost estimates will be the schematic design cost estimate. This estimate will provide the City with a first look at the expected cost for the project and determine if the project program can be accomplished within the established budget. If the schematic cost estimate exceeds the established budget, the scope of the project will need to be modified, additional funding will be required, or the project may need to be phased over time.

Subsequent cost estimates will be prepared at the design development (50 percent) phase and, if necessary, the construction documents (100 percent) phase. The design development estimate will confirm if project costs are still within budget given the greater level of design detail. If the cost estimate exceeds the available budget, a cost reduction/value engineering process may be required.

work plan and deliverables

communicating project ideas and plan updates

The Waterleaf team will assist the City staff in responding to public inquiries; provide drawings, graphics, and other pertinent information as required; and attend Planning Commission and City Council meetings as necessary.

task 1: schematic design

Once we receive notice to proceed, work will begin with a kickoff meeting with City representatives to review the design program, design criteria, known site information, and due diligence work to date. Discussion will include project approach and schedule, project life expectancy and quality, and project budget assumptions.

The kickoff meeting will be combined with a programming/site master plan workshop. The goals of the workshop will be to review the program needs and develop a site master plan, including space required for future battery electric bus (BEB) charging infrastructure. Workshop results will be recorded with meeting notes, a draft of the space needs program, and draft site master plan. Following the workshop, the team will further develop the space needs program and site master plan for review and approval by the City, to be used as the basis of design (BOD) for schematic design.

Upon approval of the space needs program and the site master plan by the City, our team will begin development of schematic plans for the operations facility. A 3D SketchUp model will be developed, and site utilities and other engineering requirements will be identified, including Canby Utility electrical service to accommodate the conversion to BEBs. Options for building structural, mechanical, and electrical systems will be identified.

The schematic site and building plans including potential options will be presented to the City for review, comments will be incorporated, and a schematic design submittal will be provided including a cost estimate.

Our approach to geotechnical and survey will be to first review the available information. If it is determined that the existing information is insufficient to meet the needs of this project, the scope and cost for required geotechnical investigation and survey work will be coordinated with the City of Canby.

task 1 deliverables

- » Kickoff meeting/workshop notes
- » Space needs program
- » Site master plan
- » Sustainable design spreadsheet
- » Schematic site and building plans
- » Geotechnical report (if required)
- » Survey (if required)
- » Schematic design cost estimate

3 | project approach, understanding, and work plan

task 2: design development (50% design)

Based on the approved schematic design, we will prepare 50 percent construction documents. We anticipate a linear process from this point forward, based on the direction established in the earlier phases of work. Initial work will include more detailed floor plans, wash and BEB equipment layouts and schedules, building sections and exterior elevations, structural framing systems, and mechanical and electrical load calculations. Typical details will be started for standard systems. Preliminary sizes for site civil structure and utilities, building structural framing systems, and major mechanical and electrical equipment will be developed in this phase. A table of contents for the project specifications sections will be prepared, as well as an updated construction cost estimate.

task 2 deliverables

- » Design development (50%) drawings
- » Specifications table of contents
- » Design development (50%) cost estimate

task 3: construction documents (100% design)

Based on the approval of the 50 percent design documents, we will prepare 100 percent construction documents. Fifty percent review comments from the City will be discussed and incorporated. Work will include preparation of construction documents for every design discipline as well as preparation of the technical specifications. The construction cost estimate will be updated to reflect changes. Drawings will include detailed system design and documents and project schedules and details for each design discipline.

During the preparation of the 100 percent construction documents, each discipline will conduct an internal QA/QC review to eliminate conflicts and discrepancies in the documents.

task 3 deliverables

- » 100% drawings
- » 100% specifications

task 4: permitting

Early in the schematic design phase, we will arrange a preapplication meeting with the City of Canby Planning Department to discuss the project, receive feedback from City staff, and confirm the type of land use application (LUA) required. Our team has reviewed the City's land use and design review process and determined that this project will most likely require a Type II Land Use Review that includes design review (if all standards are met). If alternatives to the standards are proposed, a Type III Land Use Review will be required. We have identified the timelines allowed for completeness review (30 days) and application review (120 days). Submission of the land use approval package at the appropriate time is critical to maintaining the overall project schedule.

With approval from the City, we will file for the building permit with Clackamas County. Our team will prepare responses to permit review comments, issue revised drawings and specifications, if required, and assist the City in obtaining the necessary permits for construction.

task 4 deliverables

- » Pre-application meeting notes (if not provided by the City)
- » Land use application package
- » Responses to City of Canby (municipal code) and Clackamas County (building permit) review comments
- » Revised drawings and specifications (if required)

task 5: bidding/construction administration

We will provide support for the City during the bid process, including reviews of questions and substitution requests, preparation of addenda responding to questions and indicating the results of substitution requests, and attendance at pre-bid meetings on site, if requested. Services will also consist of a review of bid results and a recommendation of next steps based on those results.

We will attend a preconstruction meeting on site with City representatives, the general contractor, and major subcontractors to review the project schedule, establish regular onsite meeting dates, clarify methods of communication, and establish submittal processes as the project construction proceeds. Once work begins on site, the team will provide periodic site observation services in conjunction with contractor onsite meetings, as appropriate. Our team will review required submittals from the general contractor to assure compliance with the contract documents and respond to questions and requests for information (RFIs) from the contractor. When construction has progressed to a level of completion, our team will conduct a substantial completion site visit, and if appropriate, certify a substantial completion.

task 5 deliverables

- » Conformed (issued for construction) drawings and specifications
- » Others to be determined upon agreement with the City

deliverables schedule

As requested in the RFP, the design team has prepared the following deliverables schedule. The deliverables for each of the five design phases (tasks) are listed above and are highlighted in yellow on the schedule.

As shown in the schedule, the most significant and unpredictable impact is the land use application (LUA) review and approval process. Given the maximum allowable timelines for review, we are indicating approximately eight months for this process. This timeline is approximately the same as the time line we are estimating for the design process through completion of construction documents (100% design). There is always risk in proceeding with detailed design prior to LUA review and approval. Our team will work with CAT to determine if the LUA schedule can be expedited, if LUA review comments can be provided by the City prior to issuance of LUA approval, or if the design development and construction documents tasks should be delayed until LUA approval is received from the City.

project cost

Our project cost is detailed in section 5, including assigned personnel hours anticipated by task.

City of Canby (CAT) Transit Operations Facility Deliverables Schedule September 6, 2023

ID	Task Name	Duration	Start	Finish	ovember December January February March April May June	
1	Task 1 - Schematic Design					6/9 6/16
2	1.1 Notice to Proceed	1 day	Thu 11/16/23	Thu 11/16/23	/3 •	
3	1.2 Project Set-up / Sub-consultant Agreements / Project Schedule	8 days	Thu 11/16/23	Mon 11/27/23	23	
4	1.3 Kick-off Meeting / Program / Site Master Plan Workshop	2 days	Tue 11/28/23	Wed 11/29/23	23 1	
5	1.4 Finalize Space Needs Program & Site Master Plan / Presentation to CAT	12 days	Thu 11/30/23	Fri 12/15/23	3	
6	1.5 Geotechnical Investigation and Survey	27 days	Thu 11/30/23	Fri 1/5/24		
7	1.6 Prepare Schematic Design Options	15 days	Mon 12/18/23	3 Fri 1/5/24		
8	1.7 SD Review Meeting w/ CAT		Tue 1/9/24			
9	1.8 Prepare SD Drawings, Systems Narratives & SD Cost Estimate	17 days	Wed 1/10/24	Thu 2/1/24		
10	1.9 Deliver Schematic Design (Drawings, Narrative, Cost Estimate)		Fri 2/2/24			
11	1.10 CAT Review	5 days	Mon 2/5/24	Fri 2/9/24		
12						
13	Task 2 - Design Development (50% Design)					
14	2.1 Incorporate SD Report Review Comments from CAT	10 days	Mon 2/12/24	Fri 2/23/24		
15	2.2 Prepare DD (50% Design) Drawings & Specifications Table of Contents	30 days	Mon 2/26/24	Fri 4/5/24		
16	2.3 50% Review Meeting w/ CAT		Tue 4/9/24			
17	2.4 Incorporate Review Comments	11 days	Wed 4/10/24	Wed 4/24/24	4	
18	2.5 Prepare DD (50% Design) Cost Estimate	11 days	Thu 4/25/24	Thu 5/9/24		
19	2.6 Deliver DD (50% Design) (Drawings, Specs TOC, Cost Estimate)		Fri 5/10/24			
20	2.7 CAT Review	5 days	Mon 5/13/24	Fri 5/17/24		
21						
22	Task 3 - Construction Documents (100% Design)					
23	3.1 Incorporate DD (50% Design) Review Comments from CAT	10 days	Mon 5/20/24	Fri 5/31/24		
24	3.2 Prepare 90% Drawings & Specifications	45 days	Mon 6/3/24	Fri 8/2/24		
25	3.4 90% Review Meeting w/ CAT		Tue 8/6/24			
26	3.5 Incorporate 90% Review Comments / Final QC Review	10 days	Wed 8/7/24	Tue 8/20/24		
27	3.6 Complete 100% Drawings & Specifications for Permit / Bid	17 days	Wed 8/21/24	Thu 9/12/24	L	
28	3.7 Deliver 100% Permit / Bid Documents	1 day?	Fri 9/13/24	Fri 9/13/24		
29						
30	Task 4 - Permitting					
31	4.1 Pre-Application Meeting w/ City of Canby		Tue 12/19/23			
32	4.2 Prepare & Submit Type II Land Use Application	18 days	Wed 12/20/23	3Fri 1/12/24		
33	4.3 30 Day Completeness Review and Follow-up	45 days	Mon 1/15/24	Fri 3/15/24		
34	4.4 Type II LUA Review	120 days	Mon 3/18/24	Fri 8/30/24		
35	4.5 Prepare Building Permit Application & Submit Docs to City of Canby	10 days	Mon 9/2/24	Fri 9/13/24		
36	4.6 Respond to City of Canby Bldg Permit Review Comments	45 days	Mon 9/16/24	Fri 11/15/24	F	
37						
38	Task 5 - Bidding / Construction Administration (16-18 months)					
39	5.1 Respond to Bid Questions & Substitution Requests / Issue Addenda					
40	5.2 Prepare and Issue Addenda					
41	5.3 Review and Respond to Requests for Information (RFI's)					
42	5.4 Review and Respond to Submittals					
43	5.5 Prepare and Issue Design Change Notifications (DCN's)					
44	5.6 Final Punchlist, Substantial Completion, Certificate of Occupancy					
L		-			City Council Packet Page 148 of 194	

		CAT C	perations Facility_De	wate architecture, inte liverables Schedule_2	rleaf riors + planning 023-09-06.mpp
5/23	July 6/30 7/7 7/14 7/21 7/2	August 28 8/4 8/118/188/25	September 9/1 9/8 9/159/229	October /2910/610/130/200/2	November 711/311/101/171
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	·				

We nurture a culture of creativity and collaboration. We strive to sustain balance in the environment and in our professional impacts. We come together to do good work with an understanding of the impacts of time on architecture, the environment, and the community.

Our firm's structure is designed to empower our leaders to advocate for our clients and their projects.

We are a certified B Corporation. Becoming certified in 2016 was a way to preserve the values of the firm for the future as well as focusing our work on a triple bottom line.

We have the technical capabilities and financial reliability to fulfill your project requirements, demonstrated by our team's previous experience and through our reputation in the business community providing professional services for more than 70 years. We are a financially stable company with no bankruptcy filings. As an architecture company, we carry all of the required certifications and licenses to practice in Oregon and are not required to provide bonding for projects.

location, availability, and staffing

We operate from one location in Portland, OR, and we trace our roots in Portland back to 1952. The majority of our subconsultants also work out of their offices in the Portland area. The specific location of each key team member is included on the following pages.

In assembling our team, we have carefully reviewed and discussed the expected level of effort required over the duration of your project in detail to ensure each team member is available and committed through completion of your project and at the appropriate level for each phase of the project. Key team member availability is included on the following pages. Based on our recent, current, and project workload, we are confident in our commitment to successfully complete your project within a reasonable time frame.

From our office in Portland, your facility is a short 20-mile drive. We routinely work with clients around the Pacific Northwest and

CITY OF CANBY/CAT

waterleaf architecture 📌



CORE LEADERSHIP TEAM

Jon Styner AIA, LEED AP BD+C PRINCIPAL-IN-CHARGE/PROJECT MANAGER PERMITTING LEAD (WATERLEAF)

Ellen Krusi PROJECT DESIGNER (WATERLEAF)

Chris Hemmer PE CIVIL ENGINEERING LEAD (WSP) Mike Martin FUNCTIONAL PLANNING/ BEB INFRASTRUCTURE/OMF EQUIPMENT LEAD (WSP)

TECHNICAL DISCIPLINE LEADS

JoMarie Farrell PE STRUCTURAL ENGINEERING (EQUILIBRIUM)

Kelly Johnson GGP, LEED GA, EAC-PT MECHANICAL ENGINEERING (INTERFACE)

Flaviano Reyes Jr pe ELECTRICAL ENGINEERING (REYES)

Dennis Teschlog COST ESTIMATING (PRODIMS)

Rachel Hill PLA, MLA, LEED GA LANDSCAPE ARCHITECTURE (WSP)

> Dan Adsit PLS, CWRE SURVEY (EMERIO)

specifically throughout the greater Portland

area. We are accustomed to meeting

needs to drive projects to successful

team organization

completion.

clients on site for meetings, charrettes,

site visits, and community outreach events

during design and construction. We make

every effort to be responsive to our clients'

The organizational chart at right illustrates

the structure of the team of professionals

assigned to your project. Their relevant

certifications, years of experience, and

projected availability for your project are

summarized in the table on the following

page. Resumes of our core leadership

team are on pages 12 through 15.

experience, education, professional

ADDITIONAL TECHNICAL RESOURCES

Brendan Busi PE GEOTECHNICAL ENGINEERING (WSP)

Dave Miller SET LOW-VOLTAGE SPECIALIST (REYES)

Harpreet Gurm IES LIGHTING DESIGNER (REYES)

Christopher Scott PLUMBING ENGINEER (INTERFACE)

Jon Schlitz CET, CFPS FIRE PROTECTION DESIGNER (INTERFACE)

project manager

Our assigned principal-in-charge and project manager, Jon Styner, AIA, LEED AP BD+C, is an accomplished project manager, team leader, and architect specializing in the planning and design of complex transit facilities. As a hands-on partner at Waterleaf, he takes personal responsibility for the performance of his team and will be the key point of contact for the City of Canby. His experience with similar projects includes managing planning and design efforts for a wide variety of transit AOM facilities and stations for bus, rail, and streetcar systems. Jon's resume is included on page 12.

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subcontractors

In assembling our team, we have chosen best-in-class experts in this exact project type. Our team is proven through past experience collaborating on similar projects. Subcontractor firms and their assigned experts are summarized in the table below.

NAME, ROLE, LOCATION, YEARS OF EXPERIENCE, % AVAILABILITY	EDUCATION	CERTIFICATIONS	RECENT RELEVANT EXPERIENCE						
WSP USA, Inc. (WSP) 1300 SW 5th Ave, Ste 1600, Portland, OR 97201, 503.274.8772 I WSP has been involved in the design of more than 800 operations and maintenance facilities for fleet sizes from as few as seven up to 5,000 vehicles including more than 80 battery electric bus (BEB) maintenance facility projects and counting. Their understanding of vehicle and equipment maintenance functions and charging operations enables us to quickly understand a client's needs and translate them into clear functional requirements. These then serve as a basis for facility design, charging infrastructure layouts, and overall coordination delineating the unique demands of each facility in its current state and at its ultimate capacity. WSP's fleet and facilities group's involvement in the facility expansion design includes programming space and functional requirements, identifying maintenance and vehicle charging equipment needs, specification and layout of equipment, conceptual design and detailed coordination with all building design disciplines.									
Chris Hemmer PE, Civil Engineering Lead (see resume on page 14)									
Mike Martin, Functional Planning/B	Mike Martin, Functional Planning/BEB Infrastructure/OMF Equipment Lead (see resume on page 15)								
Rachel Hill, PLA, MLA, LEED GA, Landscape Architecture Lead, Portland, OR, 14 Years, 50% available	 » MLA, Landscape Architecture » BA, Anthropology 	Professional Landscape Architect: OR, WA	 » Guilford Courthouse National Military Park Concept Plan » Jade Montevilla Streetscape Planting Design » Stewart Bridge Restoration Planting Design 						
Brendan Busi, PE, Geotechnical Engineering Lead, Portland, OR, 7 Years, 50% available	 » MS, Geotechnical Engineering » BS, Civil Engineering 	Professional Engineer: OR, WA, NY	 » N Going/N Greeley Sewer Rehabilitation » Carolina Trunk WZ 01 & 03 Rehabilitation Project » Grand Avenue Riser Stabilization Project 						
Equilibrium Engineers LLC (Equilibrium) 16325 Boones Ferry Rd Ste, 202, Lake Oswego, OR 97035, (503) 636-8388 Equilibrium offers full-service structural engineering consulting to architects, developers, contractors, and building owners. Located in Lake Oswego, their small firm maintains a diverse client base including transit and transportation agencies across the Pacific Northwest.									
JoMarie Farrell, PE, Structural Engineering Lead, Lake Oswego, OR, 29 Years, 25% available	» BS Civil Engineering	» Civil Engineer: OR, CA	 C-TRAN BRT Corridor & Maintenance Building Expansion/ Renovation Ruby Junction Maintenance Facility Expansion for Milwaukie LRT BPA Fleet Services Maintenance and Wash Buildings 						
Interface Engineering, Inc. (Interface electrical engineering firm known for buildings. Interface understands the all conditions from the climate of the	ace) 100 SW Main St, Ste 16 r innovative resource use, budget sensitivities and u e location and ventilation a	600, Portland, OR 9720 visionary sustainable o inique needs of this typ and power needs to occ	4, 503.382.2266 Interface is a multidiscipline mechanical and design and breakthrough engineering solutions for new and existing we of facility. Their engineers and designers are adept at considering cupant comfort.						
Kelly Johnson, GGP, LEED GA, EAC-PT, Mechanical Engineering Lead, Portland, OR, 16 Years, 40% available	 » AAS, Mechanical Engineering Technology » AAS, General Studies 	 Green Globe Professional Earth Advantage Commercial Partner 	 Lewis County Facilities Administration Building Renovation Lewis County Fleet Services Building Port of Vancouver Terminal Operations Building 						
Andrew Lasse, PE, LEED AP, Mechanical Engineering, Portland, OR, 22 Years, 10% available	» BS, Mechanical Engineering	» Mechanical Engineer: OR, WA, CA	 TriMet Ruby Junction Expansion Maintenance Facility Mods Klickitat County Services Building Cowlitz County Public Utility District Building, LEED Silver 						
Christopher Scott , Plumbing Engineer, Portland, OR, 30 Years, 25% available	» Associate of Science	» N/A	 » Klickitat County Services Building » Cowlitz County Public Utility District Building, LEED Silver » San Mateo County Regional Operations Center, LEED Gold Goal 						
Jon Schlitz CET, CFPS, Fire Protection Designer, Portland, OR, 27 Years, 15% available	 » AS, Fire Protection Engineering Tech » BS, Geology 	 Certified Fire Protection Specialist 	 Chelan County Public Utility District Service Center Design City of Tualatin Operations Center Warehouse City of Wilsonville Public Works Complex 						

NAME, ROLE, LOCATION, YEARS OF EXPERIENCE, % AVAILABILITY	EDUCATION	CERTIFICATIONS	RECENT RELEVANT EXPERIENCE						
Reyes Engineering, Inc. (Reyes) 321 NE Couch St, Ste 401, Portland, OR 97232, 503.771.1986 Reyes is an electrical engineering firm with offices in Portland, Seattle, Los Angeles, and Honolulu. Their design services include electrical systems, architectural lighting and daylighting, fire safety and security, telecommunications, and audiovisual. As sustainable design professionals, they are actively engaged in providing holistic design solutions that optimize high-performance buildings and transit with energy efficiency, control light pollution, and utilize alternative and renewable energy solutions.									
Flaviano Reyes Jr, PE, Electrical Engineering Lead, Portland, OR, 24 Years, 25% available	» BS, Electrical Engineering	 Registered Electrical Engineer: OR, WA 	 Sandy Operations Center Expansion Sound Transit Federal Way Link Extension Sound Transit Lynnwood Link Extension 						
Dave Miller, SET, Low-Voltage Specialist, Portland, OR, 31 Years, 15% available	» BA, History	» NICET Level IV Fire Alarm Systems	 >>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>						
Harpreet Gurm, IES, Lighting Designer, Seattle, WA, 16 Years, 40% available	» AA, CAD/Technology AA, Liberal Arts & Sciences	 Illuminating Engineering Society 	 Sound Transit Federal Way Link Extension TriMet Ruby Junction Yard Expansion Bothell City Hall & Civic Center 						
ProDims LLC 520 Kirkland Way, Kir experienced CM professionals provi Small Business Enterprise (SBE) and knowledge of the Pacific Northwest	kland, WA 98033, 425.828 ding estimating and projec Certified as a Small Contra construction cost marketp	2.0500 ProDims is a co ct/construction manage actors and Supplier wit lace and have provided	onstruction management company operated by a group of ment in the Pacific Northwest. ProDims is a Federally Certified h the King County (SCS). ProDims cost estimators have extensive d cost estimates for all types of construction projects.						
Dennis Teschlog , Cost Estimating Lead, Kirkland, WA, 31 Years, 30% available	» BS, Civil Engineering	» N/A	 C-TRAN Administration Building Remodel/Expansion & Maintenance Building Remodel/Expansion C-TRAN Administration Remodel and Maintenance Expansion Merrill Creek Operations Base Administration, Fuel Island and Bus Wash Buildings 						
Emerio Design, LLC (Emerio) 6445 SW Fallbrook PI, Ste 100, Beaverton, OR 97008, 503.746.8812 Emerio is a full-service consulting firm specializing in civil and structural engineering, land surveying, and construction management. With expertise in infrastructure and facility improvements for site civil, utility, and transportation projects, Emerio is one of the northwest's largest MBE/DBE certified firms in the engineering industry and their experience includes more than 15 similar projects in the past seven years for TriMet and other transportation agencies.									
Dan Adsit, PLS, CWRE, Survey Lead, Beaverton, OR, 43 Years, 25% available	» AS, Land Surveying» AS, Earth Science	» PLS: OR» CWRE: OR	 » TriMet Division BRT Corridor, Portland-Gresham » TriMet Regional ETC Design Services, Portland-Gresham » C-TRAN Mill Plain BRT 						

other relevant professional capabilities

Our team has a variety of professional capabilities that may be of added value to this project, including:

Zero Emissions Bus Transition Plan

To support a design that provides a degree of future proofing for a zero emissions bus (ZEB) future, the Waterleaf team can offer an added service to develop a ZEB transition plan for CAT. This plan would set a roadmap for CAT in making the transition from internal combustion to battery or fuel cell technologies. The plan would examine CAT's routes and identify appropriate propulsion technologies for each to outline the fleet mix needed in the future. This in turn would allow for identification of future infrastructure needed to support such a fleet both at the CAT facility and on route. We would examine the existing fleet age and develop the transition plan to account for planned turnover of the fleet and outline a capital investment plan to support the fleet transition to allow for future budgeting and grant pursuit. The Waterleaf team has done this for other clients in the region, including our current work for TriMet as part of developing their overall system master plan. We are excited to be able to offer this service as a value addition to CAT.

Presentation Graphics

Waterleaf utilizes modeling and rendering tools to visualize the project in 3D as it is being developed. From hand-drawn sketches to photorealistic images, we have the capabilities to create media appropriate to the project phase. Our presentations to the community and stakeholders will incorporate these renderings in a way that clearly conveys design intent.

Waterleaf utilizes modeling and rendering tools to visualize the project in 3D as it is being developed. The media we use is tied to the design phase. We begin with hand-drawn sketches and diagrams at the earliest stages in order to keep the concept simple and flexible. As the project develops we will create a 3D massing model to test the volumes and proportions of the spaces, and to obtain feedback on the general concept. Later, we will add materials, colors and textures to the model as the design develops.

When presentation images are desired for promotional purposes or community and stakeholder involvement we will prepare attractive visuals that clearly convey the design. Depending on preference, we will generate photorealistic renderings; or if a more artistic look is preferred, we can create the look of hand-drawn art. Waterleaf will tailor the style and detail of the graphics to best serve the purpose of their use.



registrations

Architect | Oregon, Washington

National Council of Architectural Registration Boards (NCARB)

affiliations

American Institute of Architects

Community Streetcar Coalition

Zero Energy Ready Oregon Coalition

education

Bachelor of Architecture Washington State University

years of experience

42

location

Portland, OR

availability

40%

Jon Styner AIA, LEED BC+C, Partner PRINCIPAL-IN-CHARGE/PROJECT MANAGER (WATERLEAF)

Jon has more than 35 years of experience managing, planning, and designing complex transportation and community-use facilities. As a young architect, he had the opportunity to study urban design with Danish architect and city planner Jan Gehl, one of the leading thinkers on the design of pedestrian-friendly cities. These lessons had a lasting impact in shaping Jon's passion for creating more livable and sustainable communities. His work with public agencies has provided extensive hands-on experience with complex permitting and community involvement processes. Jon brings an assurance of quality to every project through careful, detail-oriented project management. His focus is addressing client goals and objectives through cost effective, environmentally sensitive, well-organized projects that meet the needs of end-users and benefit the communities they serve.

- » Tacoma Link Hilltop Operations & Maintenance Facility Expansion | Sound Transit | Tacoma, WA
- » Transit Operations Facility Planning Study | Yamhill County Transit | Yamhill County, OR
- » Transit Operations Facility Site Selection Study | Canby Area Transit | Canby, OR
- » Powell LIFT Operations Facility | TriMet | Portland, OR
- » 4th Plain Boulevard BRT Maintenance Facility Expansion | C-TRAN | Vancouver, WA
- » First Hill Streetcar Operations & Maintenance Facility | Seattle Department of Transportation | Seattle, WA
- » Portland to Milwaukie Ruby Junction Operations & Maintenance Facilities Expansion | TriMet | OR
- » Eastside Streetcar Loop Operations & Maintenance Facility | City of Portland | Portland, OR
- » South Corridor Ruby Junction and Elmonica Light Rail Operations & Maintenance Facility Expansions | TriMet | OR
- » Del Webb Operation and Maintenance Base Expansion | Salem-Keizer Transit | Keizer, OR
- » 2030 Base Master Plan and Facility Needs Assessment | Pierce Transit | Pierce County, WA
- » Commuter Rail Station/SMART Transit Operations Facility Master Plan | City of Wilsonville/ SMART | Wilsonville, OR
- » WES Commuter Rail Operations & Maintenance Facility | TriMet | Wilsonville, OR
- » Oliver Bowen Light Rail Operations & Maintenance Facility Functional Study | City of Calgary | Calgary, Canada
- » Waterfront Streetcar Expansion and Maintenance Facility Relocation Studies | King County METRO Transit | Seattle, WA
- » Tacoma Link Operations and Maintenance Facility | Sound Transit | Tacoma, WA
- » Center Street Base Expansion Study | TriMet | Portland, OR



registrations

Registered Architect Oregon

education

Bachelor of Architecture University of Oregon

years of experience

17

location

Portland, OR

availability

40%

Ellen Krusi Associate Partner PROJECT DESIGNER

Ellen is an architect with a reverence for the past and vision for the future. Approaching the design process like a tailor, she knows that a successful project must be made to fit the unique shape and needs of the client with quality materials and expert construction. The relationship a building has with its users and local community and its impact on the environment are things she considers with every project. It is with this in mind that Ellen helps lead the efforts of our Greening Group and B-Corp Advisory Board to continuously raise the bar on our firm's standards of social and environmental performance. She also champions the design team for our art installations at the annual Portland Winter Light Festival.

- » Merlo Operator Layover Facility and Administration Building Expansion Concept Studies | TriMet | Beaverton, OR
- » Beaverton Transit Center Operator Layover Facility Expansion Concept Studies | TriMet | Beaverton, OR
- » Operations Facility Relocation Master Plan Concept Studies | Yamhill County Transit | McMinnville, OR
- » Sisters Maintenance Station | ODOT | Sisters, OR
- » Construction Services Building HVAC Upgrade | Bonneville Power Administration | Vancouver, WA
- » Meter Shop Relocation | Portland Water Bureau | Portland, OR
- » Powell Master Plan | TriMet | Portland, OR
- » Evacuation Maps | Port of Portland | Portland, OR
- » Rest Area Kiosk Concept Designs | Oregon Travel Information Council | OR
- » Captain Jack Substation Control House Addition | Bonneville Power Administration | Klamath Falls, OR
- » Lower Monumental Substation Control House Addition | Bonneville Power Administration | Kahlotus, WA
- » Multiple Wireless Broadcast Facilities | Verizon Wireless | Various Locations
- » Oregon State University Mobility Hub (in progress 60% design) | Oregon Cascades West Council of Governments | Corvallis, OR
- » Linn-Benton Community College Mobility Hub (in progress 60% design) | Oregon Cascades West Council of Governments | Albany, OR
- » Tenant Improvement Office Interiors | GSA Small Business Administration | Portland, OR
- » Regional Headquarters Concept Design | Pacific Northwest Regional Council of Carpenters | Tukwila, WA



registrations

Professional Engineer Oregon (53152PE) Washington (41632)

education

BS, Civil Engineering University of Portland

years of experience

26

location

Portland, OR

availability

40%

Chris Hemmer PE CIVIL ENGINEERING LEAD (WSP)

Chris is a supervising civil engineer and senior project manager with two decades of multidisciplinary civil engineering experience. He specializes in the design and delivery of major public works projects including mass transit systems such as light rail transit and bus rapid transit. Chris was recognized in 2013 on the ENR Northwest list of the top 20 under 40 engineers and on Mass Transit Magazine's list of the top 40 under 40 transit professionals. He is an acknowledged expert in the dynamics of buses and other heavy vehicles, and he has presented on the topic at American Public Transportation Association and Transportation Research Board conferences. Chris has experience managing and engineering projects at all phases of design from alternatives analysis through construction.

- » Fourth Plain Boulevard Rapid Transit Phase 2 Final Design Services | Vancouver, WA
- » Fourth Plain Transit Improvement Project Alternatives Analysis | Vancouver, WA
- » Ruby Junction Maintenance Facility Expansion Final Design and Construction Services | Portland, OR
- » South Metro Area Regional Transit Operations and Fleet Facility Final Design | Wilsonville, OR
- » Portland-Milwaukie Light Rail East Segment Preliminary Engineering | Portland, OR
- » Gateway Emerald Express Bus Rapid Transit Design | Eugene, OR
- » Springfield Bus Rapid Transit Station Design | Springfield, OR
- » Bus Rapid Transit Starter Line Final Design | Eugene, OR
- » Metropolitan Area Express Light Rail Final Design | Portland, OR
- » South-North Light Rail Transit Preliminary Engineering | Portland, OR
- » Eugene Transit Center | Eugene, OR
- » Westside Corridor Light Rail Transit | Portland, OR
- » RapidRide H Line Engineering, Planning, and Design Services I King County, WA
- » Bus Rapid Transit Corridor Design | Portland/Gresham, OR
- » On-Call Transit Planning, Analysis, and Design | King County Department of Transportation | King County, WA
- » On-Call Transportation Planning | King County Metro | King County, WA
- » On-Call Bus Rapid Transit Project Development | Community Transit | Snohomish County, WA
- » Madison Street Corridor Bus Rapid Transit Conceptual Design | Seattle, WA
- » West Eugene EmX Bus Rapid Transit Corridor Extension Design | Lane Transit | Eugene, OR
- » Swift II Bus Rapid Transit Feasibility Study | Community Transit | Everett, WA
- » Transit Station Redesign Engineering and Final Design | University of Oregon | Eugene, OR



education

BA, English University of Houston

years of experience

15

location

Houston, TX

availability

20%

Mike Martin FUNCTIONAL PLANNING/BEB INFRASTRUCTURE/ OMF EQUIPMENT LEAD (WSP)

Mike is a technical specialist located with a wealth of experience developing asset management and facility maintenance plans for individual facilities and statewide agencies. Additionally, Mike has a background in writing and editing, which he uses to help the firm create clear, informative, and precise documents and communications. He also aids in designs and equipment layouts for building information modeling projects through the use of Autodesk Revit software. Mike's additional experience includes design criteria, compiling proposals, performing quality assurance, completing equipment research and layouts, and authoring asset maintenance programs.

- » Fourth Plain Boulevard Rapid Transit Phase 2 Final Design Services | Vancouver, WA
- » Blue Line Light Rail Transit Extension Design | Minneapolis, MN
- » Facility Maintenance Plan Template | Department of Transportation | NC
- » Transit Facility Utilization Plan, Facilities and Operations Improvement Study, Oakland, CA
- » Mist Lake Facilities Plan Equipment and Vehicle Plan | Durham, NC
- » Wenatchee School District Vocational Training Facility Expansion | Wenatchee, WA
- » San Diego Association of Governments Blue and Orange Lines | San Diego, CZ
- » East County Bus Maintenance Facility 70 Percent Design, San Diego, CA
- » Real Estate and Facilities Vision | San Francisco Municipal Transportation Agency | San Francisco, CA
- » Bus Maintenance and Operations General Engineering | North East Independent School District | San Antonio, TX
- » Capital Facilities Programming Design Services | Capital Metropolitan Transportation Authority | Austin, TX
- » Joint Public Works Maintenance Facility Design | City of Rochester | Rochester, MN
- » CyRide Ames Transit Facility Study | Ames, IA

similar projects

Detailed examples of projects performed within the last eight years are included on the following pages. In addition, the chart below illustrates the depth and breadth of relevant experience our team brings to your project, as well as our team members' collaboration on these types of project. We are accustomed to working together successfully on these types of projects and will be able to hit the ground running and efficiently manage our efforts on your project.

letters of reference

We work diligently to ensure each project meets or exceeds our clients' goals. We have included two recent letters of reference from clients following our similar projects (starting on page 25), as well as references for our similar project experience on pages 17 to 24. We would be happy to provide additional references upon request.

					RELEVANT FEATURES				
PROJECT	TEAM PARTICIPATION	ADMINISTRATION/ OPERATIONS	WASH BAYS	BATTERY ELECTRIC BUS (BEB)	EQUIPMENT COORDINATION	COST ESTIMATING	PERMITTING	CONSTRUCTION ADMINISTRATION	PUBLIC OUTREACH SUPPORT
TriMet Ruby Junction Operation and Maintenance Facility Orange Line Expansion	Waterleaf, WSP, Equilibrium, Interface, Reyes, Emerio	\checkmark	\checkmark		\checkmark	\checkmark	\checkmark	\checkmark	\checkmark
TriMet Powell LIFT Operations Facility	Waterleaf, Interface (staff), Reyes, Emerio	\checkmark	\checkmark			\checkmark	\checkmark	\checkmark	\checkmark
City of Portland Streetcar Loop Operations and Maintenance Facility	Waterleaf, Interface, Reyes	\checkmark	\checkmark		\checkmark	\checkmark	\checkmark	\checkmark	\checkmark
C-TRAN 4th Plain Boulevard BRT Operations & Maintenance Facility Expansion	Waterleaf, WSP, Equilibrium, ProDims				\checkmark	\checkmark	\checkmark	\checkmark	\checkmark
City of Sandy Public Works and Transit Operations Facility	Waterleaf (lead), Interface, Reyes	\checkmark	\checkmark			\checkmark	\checkmark	\checkmark	\checkmark
TriMet Facilities System Master Plan	Waterleaf, WSP, Equilibrium, Reyes	\checkmark	\checkmark	\checkmark	\checkmark	\checkmark			
Island Transit Operations Base Facilities	Waterleaf (lead), ProDims	\checkmark	\checkmark		\checkmark	\checkmark	\checkmark	\checkmark	\checkmark
Community Transit Operating Base Renovation and Expansion	Waterleaf (lead), ProDims	\checkmark	\checkmark		\checkmark	\checkmark	\checkmark	\checkmark	\checkmark
City of Vancouver Public Works Operations Center	WSP, Interface	\checkmark	\checkmark		\checkmark	\checkmark	\checkmark	\checkmark	
Sound Transit Tacoma Link Hilltop Operations & Maintenance Facility Expansion	Waterleaf	\checkmark	\checkmark			\checkmark	\checkmark	\checkmark	\checkmark
Canby Area Transit Operations Facility Site Selection Study	Waterleaf	\checkmark	\checkmark	\checkmark		\checkmark			
Yamhill County Transit Operations Facility Planning Study	Waterleaf	\checkmark	\checkmark	\checkmark					
Metropolitan Transit System East County Bus Maintenance Facility	WSP	\checkmark	\checkmark	\checkmark	\checkmark	\checkmark	\checkmark	\checkmark	
City of Rochester Central Garage and Operations Center	WSP	\checkmark	\checkmark	\checkmark	\checkmark	\checkmark	\checkmark	\checkmark	
City of Wilsonville South Metro Area Regional Transit Operations and Fleet Facility Final Design	WSP	\checkmark	\checkmark		\checkmark	\checkmark	\checkmark	\checkmark	
San Bernardino Countywide Zero-Emission Bus Study	WSP			\checkmark	\checkmark	\checkmark			



2.7 acres, 8,500 sf

schedule

2016 to 2018

performance

Delivered on time/within budget

key personnel participation

» Jon Styner, Lead Architect» Flaviano Reyes, Electrical Engineer

reference

Jennifer Lyman (Former TriMet Design Project Manager) Forest Engineer USFS 16400 Champion Way Sandy, OR 97055 jennifer.lyman@usda.gov 971.219.8110

lead firm

Emerio Design (Waterleaf was consulting architect/architect of record)

Powell LIFT Operations Facility

PORTLAND, OR | TRIMET

TriMet's LIFT paratransit service is a shared-ride public transportation service for people who are unable to use regular buses or light rail transit due to a disability or disabling health condition. To accommodate growing demand, TriMet relocated its LIFT operations facility from the Powell Garage site to the Powell MAX Station Park & Ride site. The facility allows for storage of the increased LIFT vehicle fleet and required reconfiguration of a portion of the Powell Park & Ride to accommodate storage of 140 LIFT vehicles, employee parking, 6,100-sf operations and dispatch building, 2,400-sf storage building, onsite stormwater treatment, and retaining wall.



8.6 acres; 16,300 sf (building addition)

schedule

2013 to 2017

performance

Delivered on time/within budget

key personnel participation

» Jon Styner, Lead Architect

- » Chris Hemmer, Civil Engineer
- » JoMarie Farrell, Structural Engineer
- » Dennis Teschlog, Cost Estimating
- » Mike Martin, Facility & Maintenance Equipment Design

reference

Tim Shellenberger Chief Maintenance Officer C-TRAN 10600 NE 51st Circle Vancouver, WA 98682 tim.shellenberger@c-tran.org 360.906.7371

lead firm

WSP (Waterleaf was consulting architect/architect of record)

4th Plain Bus Rapid Transit Operations & Maintenance Facility Expansion

VANCOUVER, WA | C-TRAN

Waterleaf was the local architect working with WSP's Fleet & Facilities Division from Houston on the expansion of this maintenance facility to accommodate the larger bus rapid transit (BRT) vehicles. The C-TRAN administration, operations, and maintenance base was initially constructed in 1982 on 8.6 acres of land for the purpose of operating and maintaining 100 fixed route buses.

C-TRAN projects that by 2030, system growth will require an increase in the number of vehicles on site to 126 fixed route buses and 120 paratransit vehicles. In addition, the new BRT service is expected to grow to a fleet of 25 BRT vehicles by 2030. The expansion was required to maintain a fleet of this size efficiently and accommodate the larger BRT vehicles. The project included additional fleet and employee parking, yard lighting upgrades, a 16,300-sf addition to the existing maintenance building to accommodate the BRT vehicles, and major renovations to the existing maintenance building.





Conceptual design for full BEB implementation (Task H)

size

N/A

schedule

2019 to Present

performance

All tasks on time/within budget to date

key personnel participation

» Mike Martin, Bus Facility Design/BEB
 » Jon Styner, Lead Architect
 » Ellen Krusi, Design Architect

reference

Kate Lyman, AICP Project Manager TriMet 101 SW Main St, Suite 700 Portland, OR 97204 lymank@trimet.org 971.325.4842

lead firm

WSP (Waterleaf was consultant architect)

Facilities System Master Plan

PORTLAND, OR | TRIMET

Based on TriMet's high and low service growth projections, a flexible master plan is being developed for their facilities that aims to create a system-wide set of design criteria for all future facilities and renovations through 2040. As part of Task H (conceptual design for full BEB implementation), Waterleaf was asked to develop conceptual design options to accommodate the future needs for transit operations at TriMet's Merlo Bus Operations & Maintenance Facility. The current transit operations building is 9,500 sf, and the future program needs calls for 21,000 sf. Four initial schemes were developed, and two were selected by TriMet for further development and incorporated into the master plan in addition to full BEB implementation.

Our team also developed the master plan with ZEBs programmed for future growth. TriMet had a pilot fleet of BEBs operating from their Merlo site, and the team worked with TriMet to review this initial deployment and develop future-proof criteria to maximize zero-emissions solutions at each phase of the master plan.

WSP also performed a hydrogen fuel cell electric bus (FCEB) feasibility task to study multiple FCEB fueling and operating scenarios for TriMet. These include on-site facility hydrogen generation, centralized system hydrogen generation, or third-party deliveries of liquid hydrogen to fuel TriMet's fleet if FCEB's were to be utilized. Steam methane reform as well as electrolysis hydrogen generation were both studied for site and operational impacts and cost implications.



2.1 acres, 5,300 sf

schedule

2020 to 2021

performance

Delivered on time/within budget

key personnel participation

» Jon Styner, Project Manager/ Lead Architect

reference

Curt McLeod, PE Senior Principal Engineer Curran-McLeod 6655 SW Hampton Street, Suite 210 Portland, OR 97223 cjm@curran-mcleod.com 503.684.3478

lead firm

Waterleaf (through Curran-McLeod engineering services contract with City of Canby)

Operations Facility Site Selection Study

CANBY, OR | CANBY AREA TRANSIT

Waterleaf was recommended by Curran-McLeod to assist Canby Area Transit (CAT) with a study of potential sites for a new transit operations facility. The study included program definition, site analysis, and conceptual planning of four potential sites. Following initial evaluation, the four sites were narrowed to two for further study and cost estimates. The program elements for the new facility include a 4,000-square-foot administration/ operations building, vehicle washing to meet current environmental standards, a minimum of six 42-foot and twenty 30-foot spaces for bus parking and 30 spaces for employees and public vehicle parking. Following the initial study, Waterleaf Partner Jon Styner recommended that given the opportunities for federal infrastructure funding and other grants for zero-emission vehicles, the study be expanded to consider possible future conversion of the CAT fleet to BEB technology. Conceptual site layouts were developed for the two finalist sites to include the infrastructure to accommodate future transition to a full BEB fleet.



1.7 acre expansion, 19,000 sf

schedule

2016 to 2023

performance

Delivered on time/within budget

key personnel participation

» Jon Styner, OMF Design Architect

reference

Brian Patton Design Manager Sound Transit 401 S Jackson St Seattle, WA 98104 brian.patton@soundtransit.org 253.508.0668

lead firm

Waterleaf

Hilltop Tacoma Link Operations & Maintenance Facility Expansion

TACOMA, WA | SOUND TRANSIT

The 2.4-mile Tacoma Link extension project includes seven new stations, five new vehicles, and an expansion of the existing operations and maintenance facility (OMF). The expansion provides additional maintenance and yard storage space to accommodate five new Tacoma Link vehicles, spare parts, and new vehicle maintenance equipment including a new inground wheel-truing machine, in-ground turntables, and 5,300 square feet of new office space for operations personnel. The facility expansion also includes new office space for operations and separate prefabricated paint booth and wash enclosure.



26,076 sf (lot) 9,776 sf (building)

schedule

2008 to 2012

performance

Delivered on time/within budget

key personnel participation

- » Jon Styner, PIC/Lead Architect» Andrew Lasse, Mechanical
- Engineer
- » Flaviano Reyes, Electrical Engineer

reference

Dan Bower Executive Director Portland Streetcar 1350 NW Lovejoy Street, Suite 280 Portland, OR 97209 dan.bower@portlandstreetcar.org 503.222.4200

lead firm

URS (Waterleaf was the OMF lead under the prime contract)

Streetcar Loop Operations and Maintenance Facility

PORTLAND, OR I CITY OF PORTLAND/PORTLAND STREETCAR, INC.

Waterleaf provided project management and architectural services for a new operations and maintenance facility as part of the Portland Streetcar Loop Expansion project. The facility accommodates maintenance functions, support space, and yard storage for an additional 15 vehicles. To meet the needs of these vehicles, Portland Streetcar, Inc. elected to construct the new facility on the block directly north of the existing Portland streetcar maintenance facility between NW Northrup and Overton Street.

The building is located under the I-405 bridge and had many challenges including space restrictions due to bridge columns and footings and daylighting utilization due to the shaded environment. To accommodate its location, the design pushed the office space up to the street to provide views and windows for the occupants. The project also incorporated energy saving measures including energy-efficient lighting, large windows into the shop for daylighting, energy-efficient equipment, and water-efficient fixtures. High-performance glazing was used at the west and south facades to mitigate heat gain and glare issues.



7 acres

schedule

2012 to 2018

performance

Delivered on time/within budget

key personnel participation

 » Mike Martin, Facility Design/ BEB (WSP)
 » Mark Probst, QA/QC (WSP)

reference

Eli Belknap Manager of Capital Projects Metropolitan Transit System 1255 Imperial Avenue, Suite 1000 San Diego, CA 92101 eli.belknap@sdmts.com 619.595.7039

lead firm

WSP & Kimley-Horm Joint Venture

East County Bus Maintenance Facility

EL CAJON, CA I METROPOLITAN TRANSIT SYSTEM (MTS)

The focus of this project was to deliver a complete maintenance and operations building replacement and to fully develop and pave three adjacent parcels to act as a single site. Each of the three parcels had residual buildings and parking areas that were not designed or built specifically for transit operations and maintenance. MTS and their contract operators had retrofitted and modified the site and buildings over the years to be used for daily transit bus operations and maintenance 24 hours per day. However, they had reached the existing structures' limits to increase efficiency without major upgrades or facility replacement.

In addition to a new bus wash replacement, a new CNG compressor, and dispensing station, two fueling positions were added to the site to support the newly purchased 120 CNG bus fleet.

WSP provided full design of the replacement facility and site improvements, including architecture, MEP, structural, and shop equipment/transit specialty systems (compressed air, lubricant distribution, CNG fueling, wash, fare retrieval). The construction of the new facility and site improvements were designed and constructed in phases to allow existing operations to continue during the project's completion.



N/A

schedule

2019 to 2020

performance

Delivered on time/within budget

key personnel participation

» Mike Martin, Facility Design/ZEB (WSP)

reference

Rebekah Soto SBCTA Management Analyst II San Bernardino County Transportation Authority 1170 W. Third Street, 2nd Floor San Bernardino, CA 92410 rsoto@gosbcta.com 909.884.8276

lead firm

WSP

Countywide Zero-Emission Bus Study

SAN BERNARDINO COUNTY, CA | SAN BERNARDINO COUNTY TRANSIT AUTHORITY

WSP conducted a study to transition the fleets of the County's five transit bus operating agencies to zero-emission buses (ZEB) by 2040, in compliance with the California Air Resources Board's (CARB) new ICT Fleets Regulation.

The study considers the strengths and weaknesses of existing technology including battery electric buses (BEBs), which require capital infrastructure upgrades such as in-depot charging, power grid capacity enhancements, and bus range limitations due to battery capacity. Additionally, hydrogen fuel cell electric buses (FCEBs) also require capital infrastructure upgrades, such as hydrogen fuel production, storage, or sourcing, and limited supply due to its technological infancy. However, FCEBs offer similar range to legacy fueling technologies and allow for existing, long-distance routes to be completed without range concerns.

The WSP team has also developed multiple layouts with different combinations of ZEB technology options, including hydrogen fuel cell and battery electric buses, for each of the bus operations sites under the five included transit groups. The mixes considered which options could be phased concurrently with each other and how they would impact the existing fuel systems on site. Each of these layouts was designed to maximize efficiency of ongoing operations and allow the existing site to remain operational while the zero emissions vehicles were phased in over the lifetime of the plan's implementation.

U AS	Forest	Mt. Hood National	16400 Champion Way
	Service	Forest	Sandy, OR 97005

File Code: Route To: Date: June 23, 2023

Subject: Reference Letter for Waterleaf Architecture work on TriMet Powell LIFT Operations Facility

To: City of Canby

In my former position as Senior Project Engineer at TriMet, I administered a contract with Waterleaf Architecture for design of the Powell LIFT Operations Facility. The Waterleaf team, led by Jon Styner was fantastic to work with and the project was a success. I would not hesitate to work with Waterleaf again and recommend them for your Operations Facility project.

Waterleaf's experience with all phases of transit operations and maintenance facilities allowed the project to move quickly through the program and needs assessment phases of the project. This was a complex project with many differing needs. Waterleaf was skilled in leading TriMet through conversations with internal stakeholders on both the operations as well as the maintenance divisions – this led to a design with buy in from internal work groups. Waterleaf was very responsive to TriMet's input from the various internal work groups and worked to understand their needs and incorporate that into the site and building design.

Throughout the Powell LIFT project, Waterleaf had a focus on relationships and had strong communication skills and productive coordination with the design team, TriMet (the client), and the construction contractor. I felt that this made the project go more smoothly.

TriMet gave Waterleaf an unusual request for this design to use common materials in uncommon ways so that we could provide aesthetic interest with no to little added cost. Typically, TriMet had used CMU construction for these types of non-public facing operations buildings. This project fronted I-205 in Portland so gave us a chance to create visual interest to the traveling public as well as a workplace employees could be excited about. Waterleaf excelled with this direction and the designers seemed excited about the prospect. We are all proud of how this project turned out.

Don't hesitate to reach out if you have any questions or want more information.

JENNIFER LYMAN Date: 2023.06.23 14:20:05 -07'00'

Jenny Lyman, PE Engineering & Fleet Staff Officer Mt. Hood National Forest Columbia River Gorge National Scenic Area



Printed on Recycled Paper

July 6, 2023

To Whom it May Concern,

I was the Senior Design Manager for Sound Transit for the Tacoma Hill Top Link Extension. I managed all the design consultants for the project including Waterleaf Architecture, who performed the facility design for the Operations and Maintenance Facility (OMF) addition as a subconsultant to HDR. This was a complex addition, as the original OMF had to be kept in operation during the construction and cutover to full operation of the entire facility.

The new addition also added a body shop with paint capability and a wash facility for all the Light Rail Vehicles. Extending the OCS from the existing bays to the new facility while allowing continued operation of the overhead crane was managed very well in the design and the start up.

Jon Styner and the staff of Waterleaf were very knowledgeable and good to work with as needs of the operations and maintenance group had to be addressed and incorporated while solving the intricacies of retrofitting as any upgrade would require.

Waterleaf worked collaboratively and tirelessly with Sound Transit, the City of Tacoma, and the required permitting agencies to create a design which ultimately achieved LEED Gold. It was a pleasure working with such a knowledgeable and well-organized team.

Sincerely,

Brian Patton, PE

Senior Design Manager, Sound Transit

hours and cost estimate

Jon Styner has worked closely with the team to prepare an estimate of hours and cost, based on our understanding of the scope of work. We understand that the project design scope includes:

- » Administration/operations building (4,000 SF)
- » Covered bus wash area with vehicle wash and sanitary drainage systems
- » Miscellaneous equipment and supplies storage area or room
- » Site/civil work including paving, street improvements, utilities, stormwater facilities, and landscaping
- » Infrastructure for future transition to battery electric bus (BEB) charging

Below is a summary of estimated hours and cost for each discipline by phase/task, followed by detailed breakdowns of hours and cost with assigned personnel listed by phase/task for Waterleaf and each subconsultant. The hours and cost necessary for obtaining permit approvals are always difficult to estimate. We have included an allowance of \$15,000 in the cost estimate for assisting City staff with preparation of permit applications, responses to permit review comments, and other permitting coordination as required.

Given the anticipated scope of the project, including the infrastructure necessary for future BEB transition, and cost escalation since the original site selection conceptual cost estimating and project funding work, we believe the estimated hours and cost included are necessary to provide the City of Canby with the required professional design, engineering, and construction support services. If the Waterleaf team is selected, we will work diligently with CAT and the City of Canby to review the scope of work and available project funding and look for efficiencies to maximize cost effectiveness.

PHASE/TASK	WATERLEAF ARCHITECT/ PROJECT MANAGEMENT	WSP USA INC CIVIL, OMF / BEB PLANNING & EQUIPMENT, LANDSCAPE ARCHITECTURE	INTERFACE MECHANICAL, PLUMBING	REVES (DBE) ELECTRICAL, LIGHTING	EQUILIBRIUM STRUCTURAL	PRO DIMS COST ESTIMATING	TOTAL
Task 1 - Schematic Design	\$43,240	\$21,818	\$5,230	\$8,687	\$7,810	\$5,614	\$92,399
Task 2 - Design Development: (50% Design)	\$46,200	\$53,246	\$7,680	\$11,608	\$9,020	\$7,485	\$135,239
Task 3 - Construction Documents (100% Design)	\$48,400	\$68,813	\$12,800	\$20,142	\$12,830	\$-	\$162,985
Task 4 - Permitting (Allowance)	\$-	\$-	\$-	\$-	\$-	\$-	\$15,000
Task 5 - Bidding/Construction Administration	\$35,400	\$19,464	\$11,100	\$14,334	\$8,100	\$-	\$88,398
SUBTOTAL FEES	\$173,240	\$163,341	\$36,810	\$54,771	\$37,760	\$13,100	\$494,022
EXPENSES	\$500	\$2,000	\$300	\$300	\$300	\$-	\$3,400
TOTAL	\$173,740	\$165,341	\$37,110	\$55,071	\$38,060	\$13,100	\$497,422

summary hours & cost estimate

waterleaf architecture hours and cost estimate

	JON STYNER PIC/PM	ELLEN KRUSI PROJECT DESIGNER	TBD PROJECT ARCHITECT	SOPHIA GARBE JOB CAPTAIN	
PHASE/TASK	\$190.00	\$170.00	\$140.00	\$120.00	TOTAL
Task 1 - Schematic Design	100	120	0	32	252
Task 2 - Design Development: (50% Design)	80	60	80	80	300
Task 3 - Construction Documents (100% Design)	80	40	120	80	320
Task 4 - Permitting (Allowance)	0	0	0	0	0
Task 5 - Bidding/Construction Administration	80	20	120	0	220
SUBTOTAL HOURS	340	240	320	192	1,092
SUBTOTAL FEES	\$64,600	\$40,800	\$44,800	\$23,040	\$173,240
				EXPENSES	\$500
				TOTAL	\$173,740

wsp hours and cost estimate

	HEMMER ENGINEERING MANAGEMENT	Jenkins Civil	O'DONNELL CAD	BUSI GEOTECH	HILL LANDSCAPE	WARD ADMIN	MARTIN FACILITIES	KATUNGYI FACILITIES	
PHASE/TASK	\$244.50	\$103.92	\$145.59	\$145.53	\$159.84	\$126.25	\$185.43	\$113.77	TOTAL
Task 1 - Schematic Design	26	8	0	0	0	8	44	48	134
Task 2 - Design Development: (50% Design)	21	160	60	0	80	4	24	44	393
Task 3 - Construction Documents (100% Design)	18	200	100	0	80	4	36	80	518
Task 4 - Permitting (Allowance)	0	0	0	0	0	0	0	0	0
Task 5 - Bidding/Construction Administration	6	48	0	0	10	6	28	48	146
SUBTOTAL HOURS	71	416	160	0	170	22	132	220	1,191
SUBTOTAL FEES	\$17,360	\$43,231	\$23,294	\$-	\$27,173	\$2,778	\$24,477	\$25,029	\$163,341
EXPENSES									\$2,000

\$2,000

TOTAL \$165,341

interface hours and cost estimate

	ANDREW LASSE PRINCIPAL	KELLY JOHNSON PROJECT MANAGER	CHRIS SCOTT SENIOR PLUMBING DESIGNER	JON SCHLITZ SENIOR FIRE SPRINKLER DESIGNER	TODD SCHENBECK SENIOR TECHNOLOGY DESIGNER	QUINLAN BELOG Cad/revit lead	DIANA SCHULZE SPEC WRITER/ADMIN	
PHASE/TASK	\$240.00	\$200.00	\$220.00	\$220.00	\$220.00	\$160.00	\$110.00	TOTAL
Task 1 - Schematic Design	2	10	8	0	4	0	1	25
Task 2 - Design Development: (50% Design)	1	12	10	0	8	4	4	39
Task 3 - Construction Documents (100% Design)	2	20	16	0	12	8	8	66
Task 4 - Permitting (Allowance)	0	0	0	0	0	0	0	0
Task 5 - Bidding/Construction Administration	0	22	16	0	10	2	6	56
SUBTOTAL HOURS	5	64	50	0	34	14	19	186
SUBTOTAL FEES	\$1,200	\$12,800	\$11,000	\$-	\$7,480	\$2,240	\$2,090	\$36,810

EXPENSES \$300

TOTAL \$37,110

reyes hours and cost estimate

DHASE/TASK	F. REYES PRINCIPAL/EOR	CS D. MILLER LOW VOLTAGE SPECIALIST	R.HARRISON 0A/0C \$229.00	W. FRANK ELECTRICAL ENGINEER	H. GURM LIGHTING DESIGNER	ΤΟΤΑΙ
Task 1 - Schematic Design	12	5	3	9	8	37
Task 2 - Design Development: (50% Design)	14	8	4	12	12	50
Task 3 - Construction Documents (100% Design)	16	10	8	32	24	90
Task 4 - Permitting (Allowance)	0	0	0	0	0	0
Task 5 - Bidding/Construction Administration	4	12	4	30	16	66
SUBTOTAL HOURS	46	35	19	83	60	243
SUBTOTAL FEES	\$12,788	\$8,225	\$4,351	\$17,347	\$12,060	\$54,771
					EXPENSES	\$300
					TOTAL	\$55,071

equilibrium hours and cost estimate

	LEIF ERICKSON PRINCIPAL	JOMARIE FARRELL ASSOCIATE / PROJECT MANAGER	MARK FORSTER BIM MANAGER & DRAFTER	
PHASE/TASK	\$185	\$160	\$105	TOTAL
Task 1 - Schematic Design	2	36	16	54
Task 2 - Design Development: (50% Design)	4	36	24	64
Task 3 - Construction Documents (100% Design)	4	48	42	94
Task 4 - Permitting (Allowance)	0	0	0	0
Task 5 - Bidding/Construction Administration	0	48	4	52
TOTAL HOURS	10	168	86	264
TOTAL FEES	\$1,850	\$26,880	\$9,030	\$37,760
			EXPENSES	\$300
			TOTAL	\$38,060

prodims hours and cost estimate

	DENNIS TESCHLOG COST ESTIMATOR	
PHASE/TASK	\$233.92	TOTAL
Task 1 - Schematic Design	24	24
Task 2 - Design Development: (50% Design)	32	32
Task 3 - Construction Documents (100% Design)	0	0
Task 4 - Permitting (Allowance)	0	0
Task 5 - Bidding/Construction Administration	0	0
TOTAL HOURS	56	56
TOTAL FEES	\$13,100	\$13,100
	EXPENSES	\$-
	TOTAL	\$13,100

"During design they listen to our needs, understand TriMet requirements, and always respond with accommodating facility design. During construction they always provide detailed problemsolving assistance to construction problems. Their solutions are cost effective and timely in order to maintain construction schedules and limit delays." **RICK KINDIG** MANAGER, MAINTENANCE OF WAY

Required attachments are included on the following pages:

- 1. Proposal Certification (Exhibit A)
- 2. Certification Statement for Corporation or Independent Contractor (Exhibit B)
- 3. Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit C)
- 4. Certification of Insurance Requirements (Exhibit D)
- 5. References (Exhibit E)

EXHIBIT A – PROPOSAL CERTIFICATIONS

The undersigned hereby proposes and if selected agrees to furnish the services described in accordance with the RFP, exhibits, attachments, and addenda, if applicable, for the term of the Agreement and certifies that the proposer is not in any way involved in collusion and has no known actual or apparent conflict of interest in submitting a proposal.

Certifications

Non-Collusion The undersigned Proposer hereby certifies that it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, potential Proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Proposers or potential Proposers, or to secure through any unlawful act an advantage over other Proposers or the City. The fees, prices, and Response submitted herein have been arrived at in an entirely independent and lawful manner by the Proposer without consultation with other Proposers or potential Proposers or foreknowledge of the prices or Responses to be submitted in response to this solicitation by other Proposers or potential Proposers, employees or parties in interest, including the affiant.

Discrimination The undersigned Proposer has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining a required subcontract.

Conflict of Interest The undersigned Proposer and each person signing on behalf of the Proposer certifies, and in the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the City Council, officer, employee, or person, whose salary is payable in whole or in part by the City, has a direct or indirect financial interest in the award of this Response, or in the services to which this Response relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein. The undersigned hereby submits this Response to furnish all work, services, systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposals, Addenda, Agreement, Exhibits and Attachments, and associated inclusions and references, specifications, Proposer's response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the City, and all other Proposer's submittals.

Proposer must disclose any apparent or perceived conflict of interest, including but not limited to, current or past relationships with consultants, contractors, subcontractors, or engineers associated with this Project. Furthermore, Proposer must disclose any current or past relationship as a City of Canby employee. If a perceived conflict may exist, then attach a letter of explanation disclosing the potential conflict or relationship.

6 | attachments

Disadvantaged Business Enterprises (DBE) (*Check applicable box*): □ Yes ☑ No **Type of DBE**

Reciprocal Preference Law-

Residency (*check one box*): ☑ Resident Proposer □ Non-Resident Proposer

 Addenda Acknowledgement – No addenda were issued

 No.
 Dated ______ No.
 Dated ______ Dated ______

Signature Block

The undersigned hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Jon Styner AIA, LEED AP BD+C | Partner

Contractor Name/Title

419 SW 11th Ave, Suite 200 | Portland, OR 97205

Mailing Address, City, State, Zip

N/A

Fax Number

Contractor Signature

503.228.7571

Telephone Number

93-0655789

Tax Identification No.

jons@waterleaf.com

Email Address

September 6, 2023

Date

EXHIBIT B – CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

A. Contractor is a Corporation, Limited Liability Company, or a Partnership							
I certify under penalty of perjury that Contractor is a (check one):							
□ Corporation ☑ Limited Liability Company □ Partnership □ Nonprofit Corporation Authorized to do business in the State of Oregon							
Signature:							
Jon Styner AIA, LEED AP BD+C Partner Date September 6, 2023							
B. Contractor is a Sole Proprietor Working as an Independent Contractor							
Contractor certifies under penalty of perjury, that the following statements are true:							
1. If Contractor is providing services under this Contract for which registration is required under ORS Chapter 71 (Architects and Landscape Contractors) or 701 (Construction Contractors), Contractor has registered as required by law.							
2. Contractor is free to determine and exercise control over the means and manner of providing the service subject to the right of the City to specify the desired results.							
3. Contractor is responsible for obtaining all licenses or certifications necessary to provide the services.							
4. Contractor is customarily engaged in providing services as an independent business. Contractor is customarily engaged as an independent contractor if at least three of the following statements are true.							
Note: Check all that apply. You must check at least three to establish that you are an independent contractor.							
A. Contractor's services are primarily carried out at a location that is separate from Contractor's residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.							
\Box B. Contractor bears the risk of loss related to the services provided under this Contract.							
□ C. Contractor provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.							
\Box D. Contractor makes a significant financial investment in the business.							
\Box E. Contractor has the authority to hire additional persons to provide the services and has authority to fire such persons.							
Contractor Signature:							
Name/Title: Date:							

EXHIBIT C - PROPOSER REPRESENTATIONS AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Failure of the proposer to complete and sign this form may result in the rejection of the submitted offer. The proposer will notify the City within 30 days of any change in the information provided on this form.

The proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

- 1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by and federal, state, or local entity, department or agency;
- 2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, of local) contract embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in Paragraph 2 of this certification;
- 4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
- 5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
- 6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

If proposer is unable to attest to any of the statements in this certification, proposer must attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude the proposer from award of a contract under this procurement.

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON: (potarization is not required)						
Contractor Signatu	re: 101 03	Amus	Date:	September 6, 2023		
Name/Title	Jon Styner AIA, LEED AP BD+C P	arther				
Company Name:	Waterleaf Architecture, Inc.					
Phone:	503.228.7571	Email:		jons@waterleaf.com		

EXHIBIT D – CERTIFICATION OF INSURANCE REQUIREMENTS

Contractor must at all times maintain in force at Contractor's expense the insurance noted below.

Evidence of Insurance should be attached to this form.

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. Employer's Liability Insurance with coverage limits of not less than \$1,000,000 must be included. If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption below with qualified reasons for exemption, ORS 656.027. Out-of- state Contractors with one or more employees working in Oregon in relation to this Contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126.
Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees' performance under this Contract. Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims-made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or Contractor shall provide Tail Coverage. If this box is checked, the limits shall be \$1,000,000 per occurrence and \$1,000,000 in annual aggregate.
Required by City Not Required by City (Needs Finance Insurance Review and Approval.)
Commercial General Liability insurance with coverage satisfactory to the City on an occurrence basis. Combined single limit shall not be less than \$2,000,000 per occurrence for Bodily Injury and Property Damage and annual aggregate limit for each shall not be less than \$3,000,000. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Annual aggregate must be on a "per project basis". A combination of primary and Excess/Umbrella insurance may be used to meet the required limits of insurance.
If this box is checked, the limits shall be $$1,000,000$ per occurrence and $$2,000,000$ in annual aggregate.
Required by City Not Required by City (Needs Finance Insurance Review and Approval.)
Automobile Liability covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability insurance (with separate limits). Combined single limit per occurrence shall not be less than \$2,000,000. Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided. If this box is checked, the limits shall be \$1,000,000 per occurrence. If this box is checked, the limits shall be \$5,000,000 per occurrence.
Required by City L Not Required by City (Needs Finance Insurance Review and Approval.)
Pollution Liability covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required. If this coverage is on a claims-made basis, the policy must provide a 24-month extended reporting period. Coverage must have a limit of not less than \$2,000,000 per incident/claim and \$2,000,000 policy annual aggregate.
Required by City IN Not Required by City (Needs Finance Insurance Review and Approval.)

Cyber Liability - Technology Errors & Omissions, Network Information Security & Privacy Liability for the duration of the contract and for the period of time in which Contractor (Business Associates or subcontractors) maintains, possesses, stores, or has access to City data. Coverage must include limits of not less than\$5,000,000.

Coverage must be provided by an insurance company authorized to do business in Oregon or rated by A.M. Best's Insurance Rating of no less than A-VII or City approval. Contractor's coverage will be primary in the event of loss and state the deductible or retention level. Contractor shall provide a current Certificate of Insurance and renewal upon expiration of any of the required coverages. Contractor shall immediately notify the City of any change in insurance coverages.

Additional Insured - The City must be listed as an Additional Insured by endorsement for any General Liability policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage.

Description of Operations shall state: <u>"Project Name: The City of Canby, its officers, employees</u> and agents are additional insureds with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and selfinsurance, (include the number). This form is subject to policy terms, conditions and exclusions." A copy of the endorsement shall be attached to the Certificate of Liability Insurance. Contractor shall provide complete copies of insurance policies if requested by the City.

Certificate holder shall be listed as: City of Canby, P.O. Box 930, Canby, OR 97013.

Insurance Renewals – The Certificate of Insurance renewal should be emailed to City of Canby, Finance Department.

Signature Block:

Signature Diver.	
Contractor's Acceptance:_	Jai Camuo
Company Name:	Waterleaf Architecture, Inc.

Date: September 6, 2023

ACORD	CERTIFICATE OF LIABILITY INSUF			w. SURAN	ATEARC-03	DODAKELL DATE (MM/DD/YYYY) 3/10/2023			
THIS CERTIFICATE IS ISSUED AS CERTIFICATE DOES NOT AFFIRM BELOW. THIS CERTIFICATE OF REPRESENTATIVE OR PRODUCER,	A MA ATIVEI INSUR AND 1	ATTEI LY O ANCE THE C	R OF INFORMATION ON R NEGATIVELY AMEND, E DOES NOT CONSTITU CERTIFICATE HOLDER.	ILY AN , EXTE ITE A	D CONFERS ND OR ALT CONTRACT	NO RIGHTS ER THE CO BETWEEN	UPON THE CERTIFICA DVERAGE AFFORDED THE ISSUING INSURER	TE HC BY TH R(S), A	LDER. THIS IE POLICIES UTHORIZED
IMPORTANT: If the certificate hol If SUBROGATION IS WAIVED, sub this certificate does not confer right	derisa ject to stotho	an AD b the e cert	DDITIONAL INSURED, the terms and conditions of tificate holder in lieu of su	policy the po ich end	(ies) must ha licy, certain lorsement(s)	ive ADDITIO policies may	NAL INSURED provision require an endorsemen	nsorb nt.As	e endorsed. statement on
PRODUCER				CONTA NAME:	СТ				
Hub International Northwest LLC 9340 Sw Beaverton Hillsdale Highway	Suite	A		PHONE FAX (A/C, No, Ext): (A/C, No):					
Beaverton, OR 97225				ADDRESS: Sheryl.Burrows@hubinternational.com					
					INS 	SURER(S) AFFOR			NAIC #
INSURED				INSURE		sualty insu	urance Company		24082
Waterleaf Architecture LL	c			INSURE		orporation			24074
419 SW 11th Avenue Ste 200				INSURE	R D : Admira	I Insurance	Company		24856
Portland, OR 97205				INSURE	RE:				
				INSURE	RF:				
COVERAGES C	ERTIFI	CAT	E NUMBER:				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POL INDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR M EXCLUSIONS AND CONDITIONS OF SU	CIES C REQU AY PEF CH POL	of ins Jirem Rtain Icies	SURANCE LISTED BELOW I IENT, TERM OR CONDITION , THE INSURANCE AFFORI . LIMITS SHOWN MAY HAVE	HAVE B N OF A DED BY BEEN F	EEN ISSUED T NY CONTRAC (THE POLICI REDUCED BY	TO THE INSUF CT OR OTHEF IES DESCRIB PAID CLAIMS	RED NAMED ABOVE FOR T R DOCUMENT WITH RESP ED HEREIN IS SUBJECT	THE PO ECT TO TO ALL	ULICY PERIOD WHICH THIS THE TERMS,
INSR LTR TYPE OF INSURANCE	ADD INSE		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	rs	
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	_						MED EXP (Any one person)	\$	15,000
	_						PERSONAL & ADV INJURY	\$	2,000,000
							GENERAL AGGREGATE	\$	4,000,000
							PRODUCTS - COMP/OP AGG	\$	4,000,000
							COMBINED SINGLE LIMIT	\$	2.000.000
			BZ\$57683505		12/31/2022	12/31/2023	(Ea accident)	\$	_,,
OWNED AUTOS ONLY HIRED			22001000000		12/01/2022	12/01/2020	BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
							(Per accident)	\$	
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X EXCESS LIAB CLAIMS-MA	DE		ESO57683505		12/31/2022	12/31/2023	AGGREGATE	\$	3,000,000
C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y	N		785165		1/1/2023	1/1/2024	X PER OTH- STATUTE ER	\$	1 000 000
ANY PROPRIE I OR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/4	4					E.L. EACH ACCIDENT	\$	1,000,000
If yes, describe under								ه د	1,000,000
D E&O / Professional			EO000053194-03		1/1/2023	1/1/2024	Each Claim		3,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VE	HICLES	(ACORI	D 101, Additional Remarks Schedu	lle, may b	e attached if mor	re space is requir	red)		
				CAN					
				CANC	ELLATION				
Waterleaf Architecture, LLC 419 SW 11th Ave Suite 200 Portland, OR 97205			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
				Leve Thehach					

ACORD 25 (2016/03)

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EXHIBIT E - REFERENCES

Proposer Name: <u>Waterleaf Architecture, Inc.</u>

Provide complete references with telephone numbers and email below. References must be able to verify the quality of your previous work in the proposed area of work. Add additional pages if needed.

REFERENCE 1

Sound Transit	253.508.0668
Organization Name	Phone
Brian Patton	brian.patton@soundtransit.org
Contact Person	Email (needed for reference checks)
Union Station, 401 S Jackson St, Seattle, WA 98104	2016 to Present
Mailing Address:	Contract Term:
Project Description:	
Project Description: Waterleaf was the architect for Sound Transit's Hilltop Tacon	na Link extension stations and operations and maintenance facility.
Project Description: Waterleaf was the architect for Sound Transit's Hilltop Tacon	na Link extension stations and operations and maintenance facility.
Project Description: Waterleaf was the architect for Sound Transit's Hilltop Tacon	na Link extension stations and operations and maintenance facility.
Project Description: Waterleaf was the architect for Sound Transit's Hilltop Tacon REFERENCE 2	na Link extension stations and operations and maintenance facility.
Project Description: Waterleaf was the architect for Sound Transit's Hilltop Tacon REFERENCE 2 TriMet	na Link extension stations and operations and maintenance facility.
Project Description: Waterleaf was the architect for Sound Transit's Hilltop Tacon REFERENCE 2 TriMet Organization Name	na Link extension stations and operations and maintenance facility. 503.998.9650 Phone
Project Description: Waterleaf was the architect for Sound Transit's Hilltop Tacon REFERENCE 2 TriMet Organization Name Jennifer Lyman	na Link extension stations and operations and maintenance facility. 503.998.9650 Phone lyman.jenny.c@gmail.com
Project Description: Waterleaf was the architect for Sound Transit's Hilltop Tacon REFERENCE 2 TriMet Organization Name Jennifer Lyman Contact Person	a Link extension stations and operations and maintenance facility.
Project Description: Waterleaf was the architect for Sound Transit's Hilltop Tacon REFERENCE 2 TriMet Organization Name Jennifer Lyman Contact Person N/A	a Link extension stations and operations and maintenance facility.

Project Description:

Waterleaf was the architect for TriMet's Powell LIFT (Paratransit) operations facility.

REFERENCE 3

TriMet

Organization Name

Ali Al Sahaf

Contact Person

N/A

Mailing Address:

503.962.2193

Phone

alsahafa@trimet.org

Email

2019 to 2021

Contract Term:

Project Description:

Waterleaf was the project manager/architect for replacement of bus hoists at three bus bays at TriMet's Merlo operations and maintenance facility.

REFERENCE 4

King County Metro

Organization Name

Janine Robinson (formerly with Pierce Transit)

Contact Person

201 S Jackson St, Seattle, WA 98104

Mailing Address:

206.477.7563

Phone

janirobinson@kingcounty.gov

Email

1999 to 2002 and 2008 to 2010

Contract Term:

Project Description:

Waterleaf was the architect for Pierce Transit's 2020 base expansion master plan and maintenance facility expansion completed in 2002. Waterleaf was also the project manager and architect for Pierce Transit's 2030 base master plan completed in 2010.



waterleaf architecture 419 SW 11th Avenue, Suite 200 | Portland, OR 97205 503.228.7571 | waterleaf.com



City Council Staff Report

Meeting Date: 10/18/2023

To:The Honorable Mayor Hodson & City CouncilThru:Eileen Stein, Interim City AdministratorFrom:Eric Laitinen, Aquatic Program ManagerAgenda Item:Consider Resolution No. 1396: A Resolution Adopting an Agreement between the City of
Canby and the Canby Swim Club, Inc., and Repealing Resolutions 1147, 1160 and 1296.

<u>Summary</u>

Update and continue the contract with the Canby Swim Club for an additional 5 years.

Background

The Canby Swim Center has continued to provide a place for the Canby Swim Club to train and compete. We would like to continue this arrangement with the Canby Swim Club as it promotes swimming and life-long recreation. The Canby Swim Club also supports the Canby High School Swim Team and many staff members come from swimmers on the club and CHS teams.

Attachments

Resolution 1396 Agreement with Canby Swim Club Interagency Agreement

Fiscal Impact

The Canby Swim Center will continue the payment schedule of \$15,885 plus \$200 for the copy machine usage. The main change will be \$18 per hour for lifeguards for swim meets due to the change in pay rate for lifeguards over the past five years.

Options

- 1. Approve the Contract
- 2. Decline the Contract

Recommendation

The Staff recommends continuing with a five-year contract between the Canby Swim Club and the City of Canby.

Proposed Motion

"I move to approve Resolution No. 1396: A Resolution Adopting an Agreement between the City of Canby and the Canby Swim Club, Inc., and Repealing Resolutions 1147, 1160, 1296."

RESOLUTION NO. 1396

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF CANBY AND THE CANBY SWIM CLUB, INC. AND REPEALING RESOLUTIONS 1147, 1160, AND 1296.

WHEREAS, the City of Canby and the Canby Swim Club, Inc., previously entered into an Interagency Agreement for the purpose of establishing terms and conditions between the two entities to provide to Canby area competitive swimmers a service utilizing the Canby Swim Center, a City owned facility, and

WHEREAS, the current agreement has expired and the Canby City Council believes it is in the best interest of the citizens of Canby to enter into another Agreement.

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

- 1. That the attached Agreement, marked as Exhibit "A" and by this reference incorporated herein, by and between the City of Canby and the Canby Swim Club, Inc. is approved.
- 2. Resolutions 1147, 1160, and 1296 are hereby repealed.

This resolution shall take effect immediately upon its adoption.

ADOPTED this 18th day of October, by the Canby City Council.

Brian Hodson Mayor

ATTEST:

Maya Benham City Recorder

CITY OF CANBY

AGREEMENT WITH CANBY SWIM CLUB, INC.

This Agreement is entered into between the CITY OF CANBY, hereinafter referred to as "CITY", a municipal corporation, and Canby Swim Club, Inc., an Oregon nonprofit corporation, hereinafter called "SERVICE AGENCY". This Agreement is made and entered into between these parties on the date of the latest of the signatures hereto. The parties expressly intend for the Agreement to be retroactively effective beginning September 1, 2023 ("Effective Date").

The purpose of this Agreement is to enable the SERVICE AGENCY to provide services to CITY as described below:

I. SCOPE OF SERVICES:

A. SERVICE AGENCY SHALL:

1. Provide training and coaching of competitive swimming to Canby area youth, utilizing the Canby Swim Center, a CITY owned facility, in accordance with the SERVICE AGENCY by-laws, written policies and this AGREEMENT.

2. Compensate the CITY for use of the Canby Swim Center to offset facility maintenance costs and loss of pool time for other revenue-producing activities according to the addendum "Attachment A". Attachment A is provided annually at the conclusion of the City budget process and may be amended by the City upon sixty (60) days notice only in the event of a serious budget crisis; otherwise, it is in effect unless and until the budget process amends it.

3. Honor all Canby Swim Center written rules and policies regarding the use of the Canby Swim Center office and facility during practices and swim meets.

4. Compensate the CITY for half of the maintenance contract for the copier in the Swim Center office. See "Attachment A" for the current cost.

5. Compensate the CITY for any extra times beyond what is described in this agreement when the SERVICE AGENCY will use the Canby Swim Center. Such extra time will only be available when the Swim Center is not already scheduled for public use. See "Attachment A" for current rates.

6. Provide two lifeguards at every swim meet, either by hiring the guards privately or compensating the CITY for said guards. All lifeguards are subject to approval by Swim Center staff. Wage information for the guards is determined through the annual budget process. See

"Attachment A" for the current wage information.

a) At no time shall SERVICE AGENCY representatives be in the facility without a member of the Swim Center Staff.

7. Provide Canby Swim Center staff with a schedule of SERVICE AGENCY events sixty (60) days in advance.

B. CITY SHALL:

1. Maintain and schedule the Canby Swim Center facility in such a fashion that the broadest spectrum of the community can use and enjoy its programs.

2. Guarantee SERVICE AGENCY use of the facility for practices and competitions as detailed in "Attachment A". The cost for running meets will be the cost of two lifeguards and any resulting clean-up costs. All events must be scheduled with Swim Center management staff sixty (60) days in advance. Any and all pool time beyond the above schedule will be purchased by the SERVICE AGENCY at rates described in "Attachment A", which is updated with each budget year to cover CITY costs.

3. Allow authorized SERVICE AGENCY personnel use of the pool office during Swim Meets only.

4. Provide storage and display space as outlined in "Attachment A".

5. Maintain the facility in a safe, professional, and healthy fashion.

6. Meet monthly with SERVICE AGENCY members to ensure that any problems are resolved quickly, to affect the best possible communication, and to address common concerns and work together to improve the ability of both parties to serve their constituents.

7. Make every effort to schedule Canby Swim Center programs in such a way that the SERVICE AGENCY program can be successful without jeopardizing the financial health of the Canby Swim Center operation or causing undue disruption of the facility's availability to the general public.

II. INDEMNITY: The SERVICE AGENCY shall indemnify, save, and hold harmless the CITY and all of its agents and employees from any and all claims for losses, injuries, damages and liabilities to persons involved in sanctioned SERVICE AGENCY activities occasioned wholly or in part by the acts or omissions of the SERVICE AGENCY, its agents, officers, and employees while using CITY facilities or otherwise while performing its activities in agreement with the CITY.

III. INSURANCE: If required by the CITY, the SERVICE AGENCY shall provide a public liability insurance policy naming the CITY as an additional insured in an amount of one million dollars (\$2,000,000), combined single limit including bodily injury and property

damage. Such insurance provided by the SERVICE AGENCY, and naming the CITY as an additional insured, is for coverage during SERVICE AGENCY activities, occasioned wholly or in part by the acts or omission of the SERVICE AGENCY, its agents, officers, participants, and employees while using CITY facilities or otherwise performing its activities in agreement with the CITY. The liability insurance carried by SERVICE AGENCY will be primary and any insurance the CITY carries will be excess.

IV. BREACH OF CONTRACT: In the event of any breach of any of the terms or provisions of this AGREEMENT, the CITY will notify the SERVICE AGENCY of the breach. The SERVICE AGENCY will be given thirty (30) days to remedy the breach. If the breach is not remedied within thirty (30) days the CITY shall have the right, in addition to any other recourse or remedy available to CITY under law, to immediately terminate this AGREEMENT, to enter and obtain possession of any CITY owned facilities being utilized by the SERVICE AGENCY under this AGREEMENT, to remove and exclude any and all persons from said facilities and to remove and exclude all property of the SERVICE AGENCY therefrom, all without service of notice or resort to legal process and without any legal liability on its part.

V. In the event the breach of the AGREEMENT creates a risk of serious harm to either persons or property, the CITY may immediately terminate this AGREEMENT and enter and take possession of any CITY owned facilities being utilized by the SERVICE AGENCY under this AGREEMENT, remove and exclude any and all persons from said facilities and remove and exclude all property of the SERVICE AGENCY therefrom.

VI. INSPECTION BY CITY: The CITY shall have the right to make inspections of its facilities and equipment at any reasonable time with prior reasonable notice to ensure compliance with this AGREEMENT.

VII. SAVINGS: Should any provision of this AGREEMENT be found to be in conflict with any Federal law, State statute, or final decision of any court of competent jurisdiction, said provision shall be modified to comply with said law or decision to the fullest extent possible, and all other provisions of this AGREEMENT shall remain in full force and effect.

VIII. AMENDMENT BY MUTUAL AGREEMENT: The parties hereto may, upon mutual agreement, amend the terms and conditions herein in a written instrument that both parties execute.

IX. TERMINATION: Either party may terminate this AGREEMENT upon ninety (90) days prior written notice, with or without cause. The SERVICE AGENCY agrees that it will deliver any CITY facilities or property including any permanently attached accessories or improvements to the CITY at the termination of this AGREEMENT in as good a condition and state of repair as when received, except for ordinary wear and tear or loss or damage caused by an act of God. CITY acknowledges that the timing system display is the property of the SERVICE AGENCY.

X. TERM: This AGREEMENT will remain in full force and effect for a period of five

years from the Effective Date, unless terminated earlier in accordance with the provisions of this AGREEMENT.

XI. GOVERNING LAW: The laws of the State of Oregon govern this Agreement, without respect to conflict of laws principles.

XII. VENUE: Any dispute between the parties that cannot be resolved to their mutual satisfaction is subject to resolution exclusively in the Circuit Court of the State of Oregon, Clackamas County. The parties consent to the personal jurisdiction of the court.

XIII. COUNTERPARTS: The parties may execute this Agreement in one or more counterparts and the executed counterparts will each be deemed to be an original but all such counterparts will together constitute one and the same instrument.

XIV. NO THIRD PARTIES. The only parties to this Agreement are those expressly identified as parties: the City of Canby and the Canby Swim Club. There are no third-parties, intended or otherwise, who are beneficiaries of this Agreement.

XV. INTEGRATION. This instrument contains the entire agreement between the parties hereto and supersedes any and all prior written and/or oral agreements.

SIGNED:

For SERVICE AGENCY:

For CITY OF CANBY

Name	Mayor
Title	Date
Date	Interim City Administrator
	Date

ATTACHMENT "A" CITY OF CANBY AGREEMENT CANBY SWIM CLUB, INC.

I. For the year commencing September 1, 2023 and ending August 31, 2028 the SERVICE AGENCY will be charged \$15,885 for use of the Canby Swim Center as scheduled:

A. The SERVICE AGENCY is entitled to six (6) lanes for two and one-half hours $(2 \frac{1}{2})$ hours each PM, Monday-Friday.

B. The SERVICE AGENCY has use of one (1) lane for two (2) hours during the facility's normal Monday-Friday AM lap swim.

C. The SERVICE AGENCY may conduct eight (8) full-day events each year that will affect the Swim Center public schedule. The cost for running swim meets will be the cost of two lifeguards and any resulting clean-up costs. All events must be scheduled with Swim Center management staff sixty (60) days in advance.

II. The base fee of \$15,885 will be due in three equal payments December 15; February 15; and May 15 of each year.

III. Any and all pool time beyond the above schedule will be purchased by the SERVICE AGENCY.

IV. The Canby Swim Club will pay \$200.00 annually to offset the annual copier maintenance contract and paper use.

V. The current charge for lifeguards is \$18.00 per hour.

VI. Storage and Display:

A. The CITY will provide the following storage space for the SERVICE AGENCY:

1. The CITY will offer a storage shed of approximately 200 square feet located outside the Swim Center building.

2. The CITY will allow the locked cabinet at the northwest Corner of the facility.

3. The CITY will allow the use of the base cabinet in the staff changing room at the southwest corner of the building.

4. The CITY will allow the touch pad caddy and Announcer and Timing Podiums at northeast corner of Facility.

5. All storage areas will be kept neat and orderly by the SERVICE AGENCY. Nothing flammable or of an unsafe nature will be stored.

6. No structural changes can be made to the storage facility, cabinets, or podiums without permission of the CITY.

8. The CITY will provide display space for the SERVICE AGENCY as follows:

1. The CITY will allow those portions of the north and west walls currently covered w/ bulletin board and record boards.

2. The SERVICE AGENCY will maintain these spaces to a presentable standard.

3. No structural modifications to these boards can be made without the consent of the CITY.

4. The CITY will allow the hanging of sponsor banners along the East air system. Banner design and dimensions must be approved by Swim Center staff.

C. Should the CITY require the storage or display area for CITY purposes, the SERVICE AGENCY will be notified at least 90 days in advance of the change. The CITY will endeavor to work with the SERVICE AGENCY to find alternative storage and display space.

VII. SHARED EQUIPMENT:

A. The CITY and SERVICE AGENCY share equipment whenever it makes sense to do so. Shared equipment is purchased and maintained on a 50-50 basis. The parties will meet annually during September to discuss the shared equipment and plan for maintenance and replacement so that both parties can budget the needed funds. A list of shared equipment will be maintained by both the CITY and the SERVICE AGENCY and updated annually.



City Council Staff Report

Meeting Date: 10/18/2023

To:	The Honorable Mayor Hodson & City Council
Thru:	Eileen Stein, Interim City Administrator
From:	Eric Kytola, Finance Director
Agenda Item:	Consider Resolution 1397: A Resolution Extending the Time Period on Utility Billing Statements to the 20 th Day of the Month.

Summary

In some situations, that are occurring more frequently, customers may not receive their Sewer, Street and Park maintenance billing statements with an adequate number of days to pay before their bills are due. This increases call volume of customers concerned about late fees being accessed to their account. The Finance Department proposes changing the due date of these bills to allow customers a reasonable time frame to pay their bill.

Background

Currently, billing cycles are closed on the 1st of each month following the billed month, no matter what day of the week this falls on. The closing process takes approximately one to two days to complete. Statements are then sent to the printing partners requiring two business days to print and deliver to USPS. Once USPS has the statements, it usually takes an additional two to three business days to get the statements to customers. Customers may not receive bills for approximately seven days. The due date on the statements is the 15th of the month, giving customers a very limited period to pay their bill without a late fee being imposed.

Discussion

When billing cycles are closed on Fridays or weekends or a holiday, it delays the delivery of the billing statements. The volume of calls increases as residents are wondering where their billing statements are, and/or to express their concerns about how little time they had to make the payment as a result of the delay.

Attachments

Resolution 1397

Fiscal Impact

None

Options

- 1. Extend Due date to the 20th of each month.
- 2. Remain as is.

Recommendation

Staff recommend changing the due dates on the Utility Billing Statements from the 15th to the 20th.

Proposed Motion

"I move to approve Resolution 1397: A Resolution Extending the Time Period on Utility Billing Statements to the 20th Day of the Month."

RESOLUTION NO. 1397

A RESOLUTION EXTENDING THE TIME PERIOD ON UTILITY BILLING STATEMENTS TO THE 20th DAY OF THE MONTH

WHEREAS, the City of Canby currently issues Utility Statements on the 15th day of the month;

WHEREAS, the billing cycle takes approximately seven (7) days to complete; and

WHEREAS, the effect of this, customers only have one (1) week to pay the statement without a late fee being imposed.

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

1. To extend the due date on Utility Billing Statements to the 20th of each month.

This Resolution will take effect on October 18th, 2023.

ADOPTED this 18th day of October, 2023 by the Canby City Council.

Brian Hodson Mayor

ATTEST:

Maya Benham City Recorder