



## CITY COUNCIL Agenda

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222 NE 2<sup>nd</sup> Avenue, Canby, OR, 97013 | Ph: (503) 266-4021 | [www.canbyoregon.gov](http://www.canbyoregon.gov)

**July 16, 2025**

The City Council meeting may be attended in person in the Council Chambers at  
222 NE 2<sup>nd</sup> Avenue, Canby, OR 97013

The meetings can be viewed on YouTube at:

<https://www.youtube.com/channel/UCn8dRr3QzZYXoPUEF4OTP-A>

The public can register to attend the meeting virtually by contacting the Deputy City Recorder;  
[ridgleyt@canbyoregon.gov](mailto:ridgleyt@canbyoregon.gov) or call 503-266-0637.

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

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### WORK SESSION – 6:00 PM

1. CALL TO ORDER
2. HOUSING PRODUCTION STRATEGY
3. ADJOURN

Pg. 1

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### REGULAR MEETING – 7:00 PM

1. CALL TO ORDER
  - a. Invocation
  - b. Pledge of Allegiance
2. NEW EMPLOYEE INTRODUCTIONS
3. FOURTH OF JULY RECAP
4. **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 contact the Deputy City Recorder by 4:30 pm on July 16, 2025, with your name, the topic you'd like to speak on and contact information:  
[ridgleyt@canbyoregon.gov](mailto:ridgleyt@canbyoregon.gov) or call 503-266-0637.

## 5. CONSENT AGENDA

- a. Consider Approval of the June 11, 2025, City Council Regular Meeting Minutes. Pg. 3
- b. Consider Approval of the June 16, 2025, City Council Regular Meeting Minutes. Pg. 5
- c. Consider Approval of the June 18, 2025, City Council Regular Meeting Minutes. Pg. 6

## 6. ORDINANCES & RESOLUTIONS

- a. Consider **Ordinance No. 1650**: An Ordinance Authorizing the Interim City Administrator to enter into a Collective Bargaining Agreement (CBA) between the City of Canby, Oregon, and the Canby Police Association. *(Second reading)* Pg. 12
- b. Consider **Ordinance No. 1651**: An Ordinance Authorizing the Interim City Administrator to Execute a Contract with Konell Construction & Demolition Corporation for \$2,090,927. *(First Reading)* Pg. 46
- c. Consider **Ordinance No. 1652**: An Ordinance Authorizing the Interim City Administrator to Enter into a Contract Amending the Contract for the Comprehensive Plan, Transportation Plan, and UGB Work with 3J Consulting. *(First Reading)* Pg. 111
- d. Consider **Ordinance No. 1653**: An Ordinance Authorizing the Interim City Administrator to Approve the Purchase of an F250 truck for \$70,000 to use for right of way maintenance and Declare an Emergency. *(First Reading)* Pg. 117
- e. Consider **Resolution No. 1441**: A Resolution Adopting the City of Canby Downtown Parking Management Strategy Update and Implementation Guide. Pg. 123

## 7. OLD BUSINESS

## 8. NEW BUSINESS

## 9. MAYOR'S BUSINESS

## 10. COUNCILOR COMMENTS & LIAISON REPORTS

## 11. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORT

- a. Bi-Monthly Reports Pg. 157

## 12. CITIZEN INPUT

## 13. ACTION REVIEW

## 14. ADJOURN

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### EXECUTIVE SESSION – 8:00 PM (After the Regular Meeting but no earlier than 8:00 PM)

#### 1. CALL TO ORDER

- 2. **EXECUTIVE SESSION**: Pursuant to ORS 192.660(2)(d): To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

#### 3. ADJOURN

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\*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 Teresa Ridgley at 503-266-0637. A copy of this Agenda can be found on the City's web page at [www.canbyoregon.gov](http://www.canbyoregon.gov).



## CITY COUNCIL Staff Report Work Session

Meeting Date: 7/16/2025

To: The Honorable Mayor Hodson & City Council  
Thru: Randy Ealy, Interim City Administrator  
From: Don Hardy, Planning Director  
Agenda: Housing Production Strategy

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### **Summary**

The state of Oregon requires cities to adopt housing production strategies to address the housing needs that are included in the adopted Canby Housing Needs Analysis.

Housing production strategies provide a framework for future code adoption but leave detailed implementation to the city. Cities are required to implement through code adoption the housing production strategies over an 8-year period with a 4-year progress check-in. Housing production strategies are aimed at all income levels and provide ways within the city's control to make housing more affordable.

### **Background**

A housing production strategy advisory group was included in developing the housing production strategies along with stakeholders and the strategies also include input from the Department of Land Conversation and Development (DLCD) who funded most of the work through a grant.

There is not an exact formula for what is sufficient to address housing affordability, but each income range needs to be addressed and DLCD does put emphasis on received stakeholder comments. Many cities are in the process of adopting their housing production strategies. DLCD can approve, approve with conditions or remand the housing production strategies. Staff understand that most housing production strategies for other cities have been approved with conditions. The housing production strategies will be presented in a PowerPoint presentation are believed to address the housing needs in Canby.

Planning staff are hoping to bring forward the final housing production strategy for resolution adoption on September 3. Canby is required to adopt the housing production strategy by December 31, 2025.

### **Attachments**

- None, a PowerPoint presentation will be provided to the city council on July 16.

### **Options**

No formal action is needed but the city council's direction is needed for the proposed strategies and this input will be used to update the housing production strategy document for final city council resolution adoption on September 3rd.

**Fiscal Impact**

No fiscal impact will occur.

**Recommended Action**

No formal action is requested but the council's input on housing production strategies will be sought.

**CANBY CITY COUNCIL  
SPECIAL CALLED WORK SESSION  
June 11, 2025**

**PRESIDING:** Brian Hodson (arrived at 7:05 p.m.)

**COUNCIL PRESENT:** Traci Hensley, Paul Waterman, Daniel Stearns, James Davis, Herman Maldonado, and Jason Padden (arrived at 7:25 p.m. virtually).

**COUNCIL NOT PRESENT:** None.

**STAFF PRESENT:** Eileen Stein, City Administrator; Emily Guimont, City Attorney; Teresa Ridgley, Deputy City Recorder; Don Hardy, Planning Manager; Steve Gering, Environmental Compliance Coordinator; Brianna Addotta, Associate Planner, and Ryan Potter, Planning Manager.

**CALL TO ORDER:** Council President Hensley called the Work Session to order at 7:01 p.m.

**PREVIEW FY25-26 MASTER FEE SCHEDULE:** Katy Joyner, Financial Analyst, focused on reviewing proposed fee increases from Exhibit A (which reflected all changes to the Master Fee Schedule) and discussing various fee structures across different city services which included electronic lien search fee, business license, business closure without notifying the City, Library fees which are determined by LINCC (Libraries in Clackamas County), Park Maintenance Fees which are increased with the typical CPI index increase which is 2.81%, and business license fees.

Steve Gering, Environmental Compliance Coordinator, spoke regarding wastewater treatment pre-treatment fees. Resolution No. 1422 established local limits, which are now incorporated into the Master Fee Schedule. Steve Gering also spoke about concentration limits for Biochemical Oxygen Demand (BOD) and TSS Total Suspended Solids (TSS) are based on what the plant can handle. Currently bills allow for a certain amount of concentration limits to everyone without a charge. Anyone going above those limits experience charges based on a tiered system. At the higher tier, the City can require they install some pre-treatment equipment to bring down those numbers to avoid going over what the plant can handle. Fees have been updated to current costs to treat since they previously represented costs from 2009. The industrial wastewater discharge permit renewal fee was brought down from the \$5,000 regular permit fee

Don Hardy, Planning Director, discussed System Development Charges (SDCs) were updated based on the engineering index which is 12.6%.

Brianna Addotta, Associate Planner, presented updates to planning and building permit fees, explaining changes to the planning fee schedule to align with neighboring jurisdictions (Molalla, Sandy, Gladstone, Oregon City, and Wilsonville) averaging fees from the jurisdictions which are similar in size, proximity, and population. The planning fee schedule had not been changed since 2021.

Council discussion included the possibility of increasing fees to vendors for Independence Day celebrations, the aquatic center (which has not been increased for many years), business license

fees, street maintenance fees which will be changed later based on recommendation from the task force, and transient room tax from camping at events in Clackamas County Fairgrounds.

The Master Fee Schedule will be on the agenda for the following week's Council Meeting for Council approval.

Mayor Hodson adjourned the Work Session at 8:13 p.m.

The Council went into Executive Session at 8:30 p.m. and reconvened into Open Session at 11:02 p.m.

**\*\*Council President Hensley moved to terminate Eileen Stein from her position as City Administrator without cause under Section 13b of her employment agreement with the City. Motion was seconded by Councilor Maldonado and passed 4-2.**

**\*\*Council President Hensley moved to put Eileen Stein on administrative leave until the effective date of her without cause termination under section 13b of her employment agreement with the City. Motion was seconded by Councilor Maldonado and passed 5-1.**

**\*\*Council President Hensley moved to appoint Chief Jorge Tro to serve as Acting City Administrator with all the authority of the City Administrator position. Motion was seconded by Councilor Maldonado and passed 6-0.**

**\*\*Council President Hensley moved to authorize the Mayor to work with the counselor to procure candidates for interim City Administrator candidates for the Council consideration. Motion was seconded by Councilor Maldonado and passed 6-0.**

**\*\*Council President Hensley moved to authorize the Mayor to issue a statement titled "City Administration" to the City employees on behalf of this Council. Motion was seconded by Councilor Maldonado and passed 6-0.**

Mayor Hodson adjourned the Open Session at 11:07 p.m.

Teresa Ridgley  
Deputy City Recorder

Brian Hodson  
Mayor

**CANBY CITY COUNCIL  
SPECIAL CALLED MEETING  
June 16, 2025**

**PRESIDING:** Brian Hodson

**COUNCIL PRESENT:** Traci Hensley (arrived at 7:09 p.m.), Paul Waterman, Daniel Stearns, James Davis (attended virtually), Herman Maldonado (attended virtually), and Jason Padden.

**COUNCIL NOT PRESENT:** None.

**STAFF PRESENT:** Jorge Tro, Acting City Administrator; Emily Guimont, City Attorney; Teresa Ridgley, Deputy City Recorder.

**CALL TO ORDER:** Mayor Hodson called the Work Session to order at 7:01 p.m.

**CONSIDER INTERIM CITY ADMINISTRATOR CANDIDATES:** Resumes of potential candidates were sent to the Council today. Emily Guimont, City Attorney, stated the Council directed the Mayor to work with her to procure candidates as soon as possible. Three candidates, Randy Ealy, Dan Chandler, and Dr. Annette Padilla, were submitted for Interim City Administrator from a pool provided by the League of Oregon Cities. Mayor Hodson requested discussion or thoughts. Council President Hensley asked to also include Dan Huff, current City Administrator for the City of Molalla, as a part-time Interim City Administrator in addition to the other three candidates. Council President Hensley mentioned Dan Huff watches Canby's meetings and knows the projects in Canby. Several Council members expressed concern with a part-time Interim City Administrator. Each Councilor was asked to rank the candidates. All three candidates were online, had the opportunity to introduce themselves and provide their history, ask questions, and took questions from the Council. Each Councilor was asked for their top candidate, and the majority chose Randy Ealy.

**\*\*Councilor Davis moved to authorize the Acting City Administrator Jorge Tro and City Attorney Emily Guimont to go in to negotiations with Randy Ealy as the Interim City Administrator with Dan Chandler as the alternate if need be. Motion was seconded by Councilor Padden and passed 5-1.**

Mayor Hodson adjourned the Open Session at 8:21 p.m.

Teresa Ridgley  
Deputy City Recorder

Brian Hodson  
Mayor



**CANBY CITY COUNCIL  
WORK SESSION MINUTES  
June 18, 2025**

**PRESIDING:** Brian Hodson

**COUNCIL PRESENT:** Traci Hensley, Paul Waterman, Daniel Stearns, James Davis, and Jason Padden.

**STAFF PRESENT:** Jorge Tro, Acting City Administrator; Teresa Ridgley, Deputy City Recorder; Scott Schlag, Finance Director; Jamie Stickel, Economic Development Director/Communications Specialist; Todd Wood, Fleet/Transit/IT Director; Heidi Muller, Transit Operations Manager; and Spencer Polack, Public Works Supervisor.

**CALL TO ORDER:** Mayor Hodson called the Work Session to order at 6:33 p.m.

**DISCUSSION REGARDING HISTORY OF REDWOOD PROFESSIONAL VILLAGE 2/SE 3<sup>RD</sup> COURT:** Don Hardy, Planning Director, presented the land use permitting history of the property, noting the private street did not meet current City standards for width and pavement. There was also a private stormwater system. He showed the subdivision plat and views of the area and discussed the zoning, private street, development and maintenance agreement, connection to the Logging Road, parking capacity analysis, how access to the Logging Road was a medium priority, and cost issues.

The Council considered potential challenges in converting the private road to public use, mountable curbs for emergency vehicles, non-conforming setbacks and the need for significant upgrades, existing utility easement, need for pedestrian access to the nearby logging trail, adequacy of the circulation, and police cars on the logging trail.

Dr. Don Perman, property owner, gave a background on how he needed to move his business from downtown to another commercial property with parking. He bought property and rezoned it and built the road 19 years ago. He argued the road had been serving multiple purposes, including access for City maintenance vehicles, utility vehicles, emergency services, police, and public parking for the nearby logging trail. He requested the Council consider assessing the road's value and purchasing it for a City-owned road to function as is. He also recommended taking one of the empty lots still available and turning it into parking with a bathroom.

Councilor Padden noted the road did not meet City standards for curbs and sidewalks, making it difficult for the City to take over. He suggested alternative solutions, such as installing fencing along the logging trail and implementing parking restrictions.

There was consensus to schedule another Work Session to further examine the road widening project and associated costs, purchasing a lot for parking, and installing a fence with a gate.

Mayor Hodson adjourned the Work Session at 7:08 p.m.

**CANBY CITY COUNCIL  
REGULAR MEETING MINUTES  
June 18, 2025**

**PRESIDING:** Brian Hodson

**COUNCIL PRESENT:** Traci Hensley, Paul Waterman, Daniel Stearns, James Davis, Herman Maldonado (arrived at 7:04pm), and Jason Padden.

**STAFF PRESENT:** Jorge Tro, Acting City Administrator; Teresa Ridgley, Deputy City Recorder; Scott Schlag, Finance Director; Jamie Stickel, Economic Development Director/Communications Specialist; Todd Wood, Fleet/Transit/IT Director; Heidi Muller, Transit Operations Manager; and Spencer Polack, Public Works Supervisor.

**CALL TO ORDER:** Mayor Hodson called the meeting to order at 7:08 p.m.

**NEW EMPLOYEE INTRODUCTIONS:** None.

**CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS:** Kristi Smith, Canby resident, approached the Council regarding Juneteenth and the absence of official recognition by City leadership. This was the second time she had submitted a request for a Juneteenth proclamation and had been denied or ignored. The Council's recent willingness to recognize other communities through proclamations was unmistakably hypocritical. She read the Juneteenth proclamation because the community deserved to see this day honored.

Chris Wright, Canby Disposal, along with Deb Hart, Founder of Pink Sistas (an organization providing free retreats to women diagnosed with breast cancer), requested the Council allow pink recycling carts on the streets. Those interested would make a \$50 donation to have a pink recycling cart which could be used on a permanent basis as long as the customer remained in Canby. The cart belonged to Canby Disposal, and customers could request to get the blue recycle cart back.

There was discussion regarding the concern that the \$50 donation would affect the franchise agreement. The City Attorney would review the franchise agreement to see if it could be allowed.

**CONSENT AGENDA:** **\*\*Council President Hensley moved to approve the consent agenda which included approval of the May 21, 2025, City Council Regular Meeting minutes, approval of reappointments to various Committees, Commissions, and Boards, approval of the Full On-Premises OLCC License for Andele Kitchen at 117 NW 2<sup>nd</sup> Avenue, and the Limited On-Premises OLCC License for Thai Dish located at 108 N Ivy Street. Motion was seconded by Councilor Maldonado and passed 6-0.**

**PUBLIC HEARINGS:**

City's Election to Receive State Shared Revenue for FY 2026 – Mayor Hodson read the hearing statement.

Scott Schlag, Finance Director, presented the staff report. He explained where the state shared revenue funds came from and the requirements to receive those funds.

Mayor Hodson opened the public hearing.

There was no public testimony.

Mayor Hodson closed the public hearing.

**\*\*Council President Hensley moved to adopt Resolution 1435, A RESOLUTION CERTIFYING AND DECLARING THE CITY'S ELIGIBILITY AND ELECTION TO RECEIVE STATE REVENUE FOR FISCAL YEAR 2026. Motion was seconded by Councilor Maldonado and passed 6-0.**

Adopting the Budget, Making Appropriations, and Imposing and Categorizing Taxes for the 2025-2026 Fiscal Year – Mayor Hodson read the hearing statement.

Mr. Schlag presented the staff report. He explained budget law that required the adoption of the budget by June 30 every year and to hold a public hearing on the budget. There was a local option levy for .49 per \$1,000 for the Swim Center and the permanent tax rate of 3.4886. The Budget Committee approved the budget on May 29, 2025, and he requested that the Council approve it as well. He noted they had to cut \$650,000 from the budget.

Mayor Hodson opened the public hearing.

There was no public testimony.

Mayor Hodson closed the public hearing.

**\*\*Councilor Padden moved to adopt Resolution 1436, A RESOLUTION ADOPTING THE BUDGET, MAKING APPROPRIATIONS, AND IMPOSING AND CATEGORIZING TAXES FOR THE 2026 FISCAL YEAR. Motion was seconded by Councilor Maldonado and passed 6-0.**

Setting Fees for Services and Repealing Resolution No. 1437 (Master Fee Schedule) – Mayor Hodson read the hearing statement.

Mr. Schlag presented the staff report. This was an update to the Master Fee Schedule to go into effect July 1, 2025, and he summarized the proposed changes.

Mayor Hodson opened the public hearing.

Mayor Hodson read public testimony from Zoey Myers who was opposed to increasing library fines.

Mayor Hodson closed the public hearing.

Councilor Stearns asked if the collection of library fines cost more than the fines received. Marisa Ely, Library Director, thought that it did due to staff costs. There had been talk of going fine free at one point.

Councilor Padden discussed working towards better collection of Transient Room Tax.

Councilor Stearns discussed his objection to some of the fees and how the people using services needed to pay for those services. He also thought the fees needed to be increased based on CPI.

**\*\*Councilor Waterman moved to adopt Resolution No. 1437, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANBY, OREGON, SETTING FEES FOR SERVICES; AND REPEALING RESOLUTION 1409. Motion was seconded by Councilor Padden and passed 4-2 with Councilors Hensley and Stearns opposed.**

#### **ORDINANCES AND RESOLUTIONS:**

Ordinance 1648 – Mr. Schlag said this was a large increase from last year and a few outstanding liability issues had not been finalized. This was the best guess of what the liability was for next year.

Councilor Stearns thought there should be more discussion on things the City could do to affect their insurance rating. Councilor Padden would like to know the specific factors as to why the fee increased.

**\*\*Councilor Padden moved to approve Ordinance 1648, AN ORDINANCE AUTHORIZING THE ACTING CITY ADMINISTRATOR TO EXPEND PAYMENT TO CITYCOUNTY INSURANCE SERVICES (CIS) IN AN AMOUNT NOT TO EXCEED \$650,000 FOR LIABILITY INSURANCE COVERAGE FOR FISCAL YEAR 2025-2026 AND DECLARING AN EMERGENCY to come up for second reading on July 2, 2025. Motion was seconded by Councilor President Hensley and passed 6-0 on first reading.**

Ordinance 1649 – **\*\*Councilor President Hensley moved to approve Ordinance 1649, AN ORDINANCE AUTHORIZING THE ACTING CITY ADMINISTRATOR TO EXPEND PAYMENT TO SAIF CORPORATION IN AN AMOUNT NOT TO EXCEED \$134,793.56 FOR WORKER'S COMP COVERAGE FOR FISCAL YEAR 2025-2026, AND DECLARING AN EMERGENCY to come up for second reading on July 2, 2025. Motion was seconded by Councilor Maldonado and passed 6-0.**

Resolution 1438 – Mr. Schlag explained this loan would help with library operations until they received their district funds in January.

There was discussion regarding not charging the library interest for the loan and using a different fund that would not need the interest paid back.

**\*\*Councilor Padden moved to adopt Resolution 1438, A RESOLUTION AUTHORIZING AN INTERFUND LOAN FROM THE CEMETERY PERPETUAL CARE FUND TO THE LIBRARY FUND IN THE AMOUNT OF \$500,000 AND AUTHORIZING REPAYMENT**

**OF THE INTERFUND LOAN IN FY2026. Motion was seconded by Councilor Maldonado and passed 6-0.**

Resolution 1439 – **\*\*Council President Hensley moved to Resolution 1439, A RESOLUTION EXTENDING WORKERS COMPENSATION COVERAGE TO VOLUNTEERS OF THE CITY OF CANBY AND REPEALING RESOLUTION 1413. Motion was seconded by Councilor Maldonado and passed 6-0.**

Resolution 1440 – Mr. Schlag said the cost for sewer billing had increased and it had not been increased in the budget for the last few years. He recommended taking \$22,000 from contingency and transferring it to the materials and services category. The fund had been increased for the 25-26 fiscal year.

**\*\*Councilor Padden moved to adopt Resolution 1440, A RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATED FUNDS WITHIN THE FISCAL YEAR 2024-2025 SEWER NOT ALLOCATED FUND BUDGET. Motion was seconded by Councilor Maldonado and passed 6-0.**

**OLD BUSINESS:** None

**NEW BUSINESS:** Consider an Interim City Administrator Contract with Randy Ealy – Mayor Hodson said last week the Council had decided to end the contract with Eileen Stein and move forward with hiring an interim City Administrator. He explained why the Council had chosen Mr. Ealy as the interim.

**\*\*Councilor Padden moved to authorize the Acting City Administrator to execute a contract with Randy Ealy for Interim City Administrator services. Motion was seconded by Councilor Davis and passed 6-0.**

**MAYOR'S BUSINESS:** Mayor Hodson said C4 had submitted a letter to the legislature regarding transportation taxes and funding for small transit systems. He attended the ribbon cutting for a downtown business and discussed upcoming summer events.

#### **COUNCILOR COMMENTS & LIAISON REPORTS:**

Councilor Padden discussed putting information on the City's website about safe river access with the Knights Bridge closure. He would be attending the Canby Pride event. There were openings on the Heritage and Landmarks Commission. The Willamette Falls & Landings Heritage Area Coalition had moved into the historic West Linn City Hall and there were two conference rooms for rent. He thought the updates to the Council policies should be prioritized and approved. He then discussed public comments and how he did not appreciate attacks on City staff.

Council President Hensley also attended the ribbon cutting. She reminded everyone about the Knights Bridge closure.

Councilor Davis attended the Canby Adult Center meeting where they approved their budget and worked on the plan for their move. The Parks and Recreation Advisory Board discussed the

parks project list at their last meeting. The Ivy Ridge Neighborhood Association had been discussing developing a park on currently vacant land. The Committee also elected new officers. He thought Canby Kids should be reminded to file their invoice for City funds in the budget. He asked about the power capacity issue.

Mayor Hodson said there were ongoing discussions with PGE and Canby Utility on the issue.

Councilor Stearns attended a downtown parking meeting, Bridging Cultures event on Saturday, and Citizens Engagement Academy. The Council subcommittee had been working on the City Administrator review process which could be used for the new interim.

Councilor Waterman said there were two openings on the Bike and Pedestrian Committee. Rick Maier was retiring from the Library Advisory Board and a new Board member had been voted in.

**CITY ADMINISTRATOR'S BUSINESS:** Jorge Tro, Acting City Administrator, reported on the Touch a Truck event.

**CITIZEN INPUT:** None

**ACTION REVIEW:**

1. Approved the consent agenda.
2. Approved Ordinances 1648 and 1649 to come up for second reading on July 2, 2025.
3. Adopted Resolutions 1435, 1436, 1437, 1438, 1439, and 1440.
4. Approved the Acting City Administrator to enter into a contract agreement with Randy Ealy as Interim City Administrator.

**\*\*Council President Hensley moved to go into Executive Session pursuant to ORS 192.660(2)(h) Pending Litigation and ORS 192.660(2)(f) Exempt Public Records. Motion was seconded by Councilor Maldonado and passed 6-0.**

**Mayor Hodson read the Executive Session statement and adjourned the Regular Meeting at 9:06 p.m.**

Teresa Ridgley  
Deputy City Recorder

Brian Hodson  
Mayor

Assisted with Preparation of Minutes – Susan Wood



## CITY COUNCIL Staff Report

Meeting Date: 7/16/2025

To: The Honorable Mayor Hodson & City Council  
Thru: Randy Ealy, Interim City Administrator  
From: Jorge Tro, Police Chief; Emily Guimont, City Attorney  
Agenda Item: Consider **Ordinance No. 1650**, An Ordinance Authorizing the Interim City Administrator to Enter into a Collective Bargaining Agreement (CBA) Between the City of Canby, Oregon, and the Canby Police Association (*Second Reading*)  
Goal:  
Objective:

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### **Background**

The Canby Police Association is the certified labor representative for the bargaining unit comprised of the City's police officers, police sergeants, the Behavioral Health Specialist position, the Property & Evidence Tech position, the Code Enforcement Officer position, the Police Records Specialist I position, and the Police Records Specialist II position.

Under Oregon law, the City must bargain with CPA over the terms of employment applicable to these positions. This is called collective bargaining, and the result of collective bargaining is the collective bargaining agreement (CBA).

The current CBA expires on June 30, 2025. In December of 2024, the City and CPA began bargaining for a new CBA to be effective July 1, 2025, through their respective bargaining teams. The City's bargaining team is Chief Tro, Captain Gonzalez, Scott Schlag, and Emily Guimont. On June 13, 2025, the bargaining teams tentatively agreed to the terms of the new CBA. Those terms are brought to Council today as the proposed CBA for Council's consideration and ratification.

The City's bargaining team believes that this proposed CBA is a fair compromise between the City and the CPA that protects City operations and management rights, promotes a healthy and collaborative work environment, keeps the City's compensation competitive within the industry market, ensures successful recruitment of new employees, secures retention of current employees, and complies with Council's fiscal goals. For these reasons, the City's bargaining team recommends that the Council ratify this proposed CBA by voting to adopt the accompanying Ordinance No. 1650.

### **Discussion**

The proposed CBA is attached to this staff report. The changes in the proposed CBA are reflected in tracked changes. The following is a high-level summary of the changes in the proposed CBA.

1. The term of the proposed CBA is from July 1, 2025, to June 30, 2028.
2. The proposed CBA clarifies that letters of expectation and letters of guidance are non-disciplinary corrective actions that are not subject to the grievance process.

3. The proposed CBA allows employees to cash out accrued up to 80 hours of accrued but unused compensatory time twice per fiscal year. Compensatory time is paid time off given to employees in lieu of overtime payment.
4. The proposed CBA clarifies the conditions under which an employee attends a City-required or City-approved training. Article 7, Section 13.
5. The proposed CBA clarifies the process under which employees are called in to work outside of their regularly scheduled shifts. Article 8, Section 1.
6. The proposed CBA clarifies the parameters under which an employee receives pay for appearing in court as a job duty during a day off. Article 9, Section 2.
7. The proposed CBA includes a wage increase of 3.5% effective July 1, 2025, July 1, 2026, and July 1, 2027. Article 10, Section 1.
8. The proposed CBA decreases the years of service required to receive a 1.5% longevity incentive from 10 years to 8 years and decreases the years of service required to receive a 2% longevity incentive from 20 years to 15 years. Article 10, Section 8.
9. The proposed CBA increases the amount of personal holiday hours an employee may carry over between fiscal years from 10 hours to 20 hours.
10. The proposed CBA amends family medical leave language to conform with applicable law.
11. The proposed CBA increases the ORPAT incentive bonus for employees who achieve certain ORPAT course completion times.
12. The proposed CBA increases certain steps on the salary schedule so that all steps have a 5% difference.

### **Attachments**

Ordinance No. 1650

The proposed CBA

### **Fiscal Impact**

Based on current staffing, for FY26, the 3.5% increase to wages in addition to the increase to certain steps on the salary schedule to a 5% difference results in a cost of \$3,194,108.39.

Based on current staffing, for FY27, the 3.5% increase to wages results in a cost of \$3,305,902.18.

Based on current staffing, for FY 28, the 3.5% increase to wages results in a cost of \$3,421,608.76.

### **Options**

1. Vote to adopt Ordinance No. 1650 to ratify the proposed CBA
2. Vote to not adopt Ordinance No. 1650 to ratify the proposed CBA.
3. Remand to staff for additional information.

### **Recommendation**

Vote to adopt Ordinance No. 1650 to ratify the proposed CBA.

### **Proposed Motion**

"I move to ratify the proposed CBA by adopting **Ordinance No. 1650**, an Ordinance Authorizing the Interim City Administrator to Enter into a Collective Bargaining Agreement (CBA) Between the City of Canby, Oregon, and the Canby Police Association, and Declaring an Emergency."



**ORDINANCE NO. 1650**

**AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT (CBA) BETWEEN THE CITY OF CANBY, OREGON, AND THE CANBY POLICE ASSOCIATION**

**WHEREAS**, the Canby Police Association is a recognized bargaining unit for certain employees of the City of Canby;

**WHEREAS**, the City of Canby and Canby Police Association currently have a CBA through June 30, 2025;

**WHEREAS**, bargaining representatives of the City of Canby met and bargained with bargaining representatives of the Canby Police Association in good faith for a new CBA;

**WHEREAS**, bargaining representatives of the City of Canby and of the Canby Police Association have tentatively agreed to a new CBA, subject to ratification by the City Council and the Canby Police Association membership;

**WHEREAS**, the bargaining representatives City Council of the City of Canby have presented the new CBA to City Council and have advocated for its ratification; and

**WHEREAS**, in order to ensure the timely implementation of the new CBA and minimize the period of time between the expiration of the CBA set to expire on June 30, 2025, and effective date of the new CBA, the City Council of the City of Canby deems it advisable that this Ordinance take effect immediately upon its enactment.

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

**Section 1.** The Acting City Administrator or the Interim City Administrator is hereby authorized on behalf of the City to enter into a Collective Bargaining Agreement between the City of Canby and Canby Police Association in substantially the same form as the CBA attached hereto as Exhibit "A," and is further authorized to take all actions to correct any typographical errors, scrivener's errors, or formatting errors.

**Section 2.** This Ordinance shall take effect immediately upon its enactment.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, July 2, 2025; ordered posted as required by the Canby City Charter, and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on July 16, 2025, commencing at the hour of 7:00 PM at the Council Chambers located at 222 NE 2nd Avenue, Canby, Oregon.

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Teresa Ridgley  
Deputy City Recorder

**PASSED** on the second and final reading by the Canby City Council at a regular meeting thereof on July 16, 2025, by the following vote:

YEAS\_\_\_\_\_

NAYS\_\_\_\_\_

\_\_\_\_\_  
Brian Hodson  
Mayor

ATTEST:

\_\_\_\_\_  
Teresa Ridgley  
Deputy City Recorder

**Agreement**

**Between**

**City of Canby, Oregon**

**and**

**Canby Police Association**

**July 1, ~~2022~~2025 – June 30, ~~2025~~2028**

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## **AGREEMENT**

### **By and between City of Canby, Oregon and Canby Police Association**

The CITY OF CANBY, OREGON, hereinafter referred to as the "City" and the CANBY POLICE ASSOCIATION, hereinafter referred to as the "Association" hereby enter into this agreement regarding conditions relating to wages, benefits, hours, and working conditions for all employees hereinafter classified and identified in this Agreement.

#### **ARTICLE 1 – RECOGNITION**

**Section 1.** The City does hereby recognize the Association as the sole collective bargaining representative for all regular employees classified and identified in this Agreement, as noted herein and on Schedule "A" attached hereto.

**Section 2.** New classifications may be developed by the City, and assigned a wage scale by the City. The City shall forward to the Association the new classification and wage scale. If it has been agreed or established that the new classification appropriately belongs in the bargaining unit and if the Association provides a written request to the City to bargain the wage rate for the classification, the wage scale for the new classification shall then be subject to negotiations and statutory impasse procedures.

#### **ARTICLE 2 – EMPLOYEE RIGHTS**

**Section 1.** It shall be the right of all employees subject to the terms of this Agreement to elect membership in the Association, or not to elect membership in the Association. Employees shall not be required to join in any organization or association or make payments to the Association as a condition of continued employment with the City.

**Section 2.** In the event of layoff or new hire, one (1) or more part-time employees performing bargaining unit work shall replace no full-time employee. No part-time employees will be hired or used if previously hired, as long as a full-time employee is on layoff status and is eligible for recall, except when the laid off full-time employee has refused the recall opportunity to full or part-time work.

**Section 3. Membership.** Membership or non-membership in the Association shall be the guaranteed individual choice of employees in classifications represented by the bargaining unit.

- (A) Association membership shall be defined as the tender of periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership. Dues deduction commences with the employee's first pay period after opting into the Association.

- (B) Each employee in a classification represented by the bargaining unit shall be entitled to withdraw from the active and participatory membership in the Association by giving written notice to the Association and the City.

**Section 4. Dues Deduction.** The City, when so authorized and notified by the Association, via email with a copy to an involved employee, or by an employee member of the Association, will deduct regular Association dues from wages or member employees of the Association and remit such monthly amounts, in the aggregate to the Association by electronic funds transfer (EFT) as designated by the Association. Any authorization for payroll deductions of dues may be canceled by an employee upon written notice to the City and the Association prior to the 15th day of each month, to be effective on the first day of the following pay period. The City will make proper adjustments for errors as soon as practical. When necessary, in compliance with the PECBA, the Association will provide the record of dues deductions authorizations made to the Association by the employee.

**Section 5. Employee Choice.** In compliance with the Janus v. AFSCME, Council 31-138 S. Ct. 2448 (2018) Supreme Court decision, any employee who chooses not to be a member of the Association and chooses to remain a nonmember of the Association may still choose to proportionately and fairly share in the cost of the collective bargaining process. The cost per nonmember employee shall be fixed proportionately at the amount of dues uniformly required by each member of the bargaining unit to defray the cost of services rendered in negotiating and administering this Agreement. Such amount as agreed to and authorized by the nonmember employee shall be deducted monthly from the wage of each nonmember, and remitted monthly in the aggregate to the Association by EFT as designated by the Association.

**Section 6. Assessment of Fees to Nonmember.** The Association, as the exclusive representative of employees covered by this Agreement, may be required to represent a Nonmember of the Association and to incur costs and expend Association resources in so doing. Therefore, the parties recognize that the Association may assess and charge fees for such representation to any Nonmember. In accordance with applicable law, if a Nonmember fails to pay the Association costs/ fees assessed to the Nonmember by the Association in connection with Association representation, the Association may use the statutory or legal process to assert its claims and collect amounts due to the Association by the Nonmember. If a Nonmember and the Association enter into an agreement and written payroll withholding arrangement signed by the Association and the Nonmember which is intended to avoid collection litigation and garnishment of wages, the City will honor the Agreement and the payroll deductions thereby designated in writing unless the employee has notified the Association and City in writing, that the amount owed to the Association is in dispute.

**Section 7. New Hires.** The City will notify the President of the Association, in writing, of all newly hired employees for positions represented by the Association within forty-eight (48) hours of the first working day of the new employee. Such notification shall include the name, mailing address, salary step, phone number (s), email address and position and rate of pay of the new employee.

Within the first ten (10) calendar days of hire of a new employee represented by the Association, the Association shall have access to all newly hired employees for a period of at least sixty (60) minutes for Association orientation.

**Section 8. Association Access.** Association representatives shall be allowed access to the employee work areas for the purposes of processing grievances or contacting members of the Association. Access shall not be unreasonably withheld. Access shall not interfere with normal operations of the Office or with established safety or security requirements, and Association representatives will endeavor, to the extent reasonably possible, to conduct Association business at times and places with do not interrupt work.

**Section 9. Association Representatives.** Association officers selected to serve as authorized representatives shall be certified in writing to the City. Association representatives shall be granted time off without loss of regular pay for the purpose of meeting with the City within the scope of representation. The Association shall endeavor to give the City at least twenty-four (24) hours written notice in advance when an authorized representative seeks time off with or without pay to conduct Association business.

**Section 10. Special Conferences.** Special conferences for important matters may be arranged between the Association President and the City upon agreement of the parties. Such meetings shall be arranged in advance, and an agenda of the matters to be discussed at the meeting shall be presented at the time the agreement to meet is made. Association members shall not lose time or pay for time spent in such conferences.

**Section 11. Manual of Rules and Procedures and Collective Bargaining Agreement.** The City agrees to make the City Personnel Policies Manual, the Police Department Manual and this Agreement electronically available to all employees represented by the Association and to Association representatives. Additionally, any revisions to these manuals and/ or this Agreement will be made available and employees represented by the Association and Association representatives will receive email from the City notifying them of any revisions and will be responsible for reading all such revision emails. A history of such notices from the City to the Association shall be maintained by the City in an electronic file accessible to both the City and the Association.

### **ARTICLE 3 – CIVIL RIGHTS**

**Section 1.** No employee shall be discriminated against or discharged because of the employee's membership or non-membership in the Association, because of the employee's decision to make payments or not to make payments to the Association, or because of activities the employee may engage in on behalf of the Association, provided, that such activities are lawful, are compliant with City Policy and Departmental work rules, and do not interfere with the employee's performance of work assignments or the operation of the Department.

**Section 2.** There shall be no discrimination with regard to the hiring or tenure of the employees by reason of their race, color, creed, national origin, physical handicap, gender, gender identity, gender expression, religion, sexual orientation, or age, physical or mental disability which can be reasonably accommodated, union affiliation or political affiliation or other protected status or activity in accordance with applicable state and/ or federal law.

All references to employees in this agreement shall designate both genders, and wherever



any gender is used, it shall be construed to include all employees.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

**Section 1.** The City Administrator and department heads exercise responsibility under the authority of the City Council, for management of the City and the direction of its workforce. To fulfill this responsibility, the rights of the City shall include, but are not limited to; establishing and directing activities of the City's departments and its employees; determining standards of service and methods of operation, including subcontracting and the introduction of new equipment; establishing procedures and standards for employment, promotion, layoff and transfer; to discipline or discharge for just cause; determine job descriptions, work schedules, and assign work; and any other rights except as expressly limited by the terms of this Agreement.

#### **ARTICLE 5 – SENIORITY**

**Section 1.** The principle of seniority shall be observed with regard to all layoffs and recalls of regular employees, provided that employees to be recalled are competent to perform the work required. The Association recognizes the City's right to retain "special skill" employees without regard to seniority when layoffs are necessary (examples: canine officer, bilingual, etc.).

**Section 2.** Lateral hire employees shall be deemed "Regular Employees" for purposes of this Article upon satisfactory completion of a twelve (12) month probationary period following their last date of hire. New recruits shall be required to complete an eighteen (18) month probationary period. During said probationary period, employees shall have no recourse to the grievance procedure of this Agreement concerning disputes regarding discipline and discharge. Management has the right to extend probation when deemed necessary or for unforeseen circumstances. Written notice of any planned extension or probation will be provided to Association represented employee to be extended to allow for Association — Management dialog about the basis for the probation extension.

#### **Section 3.**

(A) Seniority under this Agreement shall come under two [\(2\)](#) categories as follows:

1. Police Department seniority shall mean the length of continuous police service since last date of hire.
2. Classification seniority shall mean the length of continuous service with the City of Canby in the [employee's Police Officers' classifications \(Police Sergeants and Police Officers\)](#).

(B) In the event of layoff and rehire within a classification, as per this Article, classification seniority shall prevail, consistent with Section 1 of Article 5, above. An employee with classification seniority in more than one of the classifications listed in Section 2 of this Article above shall have the right to use classification seniority for bumping privileges into the other classifications.

- (C) As applies to vacation credits, vacation scheduling, and days off, Department seniority in rank shall prevail, provided said scheduling is compatible with the operating needs of the Department. Senior ~~officer~~-employee cannot bump less senior ~~officer~~-employee once vacation/ days off are approved and on the schedule for two (2) weeks.

**Section 4.** The City agrees to notify the Association and the employees simultaneously, not less than two (2) weeks prior to any layoff by forwarding the name and classifications of the employees to be laid off.

**Section 5.** Employees off work for eighteen (18) months or more, those discharged for cause, and those who voluntarily quit, shall be considered off the seniority list with the exception of those off on military leave, off due to industrial accident, or off on other leave protected by law.

**Section 6.** No new employee shall be hired until all laid off employees in that classification have had an opportunity to return to work. The City agrees to notify laid off employees of their right to return to work by certified mail to the employee's last address known to the City. The employee must respond within seven (7) calendar days from the date of receipt (regardless of who signed the receipt) to be considered for recall.

## **ARTICLE 6 – DISCIPLINE AND DISCHARGE**

### **Section 1.**

(A) If the City has reason to reprimand an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public.

(B) For law enforcement officers (as defined by ORS 131.930), “just cause” for discipline shall be determined in accordance with ORS 243.809 and ORS 236.350 – 370.

(C) Letters of expectation and letters of guidance are non-disciplinary corrective actions that are not discipline under this Article and are not subject to the grievance procedure in Article 23.

~~(C) For all grievances except disciplinary grievances involving law enforcement officers, the City and Association will attempt to jointly agree to an arbitrator. For disciplinary grievances involving law enforcement officers, arbitrator selection shall be in accordance with ORS 243.809 and as set forth in Article 17. [The parties agree that this highlighted language will be inserted in ARTICLE 23]~~

### **Section 2.**

(A) When there is evidence of unsatisfactory conduct, the City agrees to verbally discuss the problems with the employee, thus affording the employee an opportunity to correct the situation, except when the situation warrants immediate appropriate action, which may include written reprimand, suspension or discharge. Following verbal reprimand and an opportunity for the employee to correct the situation, the City may issue a written reprimand, or if the situation warrants, the City may institute appropriate action as stated above.

(B) When the City intends to take disciplinary action, with the exception of verbal

reprimands, the City shall notify the non-probationary employee and the Association in writing of the charges against the employee, and shall provide the employee with the opportunity to respond to the charges at a pre-disciplinary hearing.

- (C) The Association and/or the non-probationary employee, whose discipline is being considered with the exception of verbal reprimands, shall be granted a minimum of two (2) calendar days, or more at the discretion of the City, to prepare for the pre-disciplinary hearing.

The employee shall be entitled to have an available representative at the pre-disciplinary hearing.

The City agrees to furnish the Association and the employee a complete statement in writing at the time of the written reprimand, suspension, demotion, or discharge, outlining the specific reasons for such action. If at the time of written reprimand, suspension, demotion, or discharge, it is not feasible to furnish the Association and the employee with a complete statement, said statement must be presented to the Association and the employee within two (2) calendar days. At the same time the Association and the employee is presented with the statement, the Association shall be sent an identical copy of the written notice of reprimand, suspension, demotion, or discharge which has been given to the employee.

**Section 3.** Any imposed discipline shall be for just cause.

**Section 4.** The Association, and any employee who is the subject of an investigation, shall be notified in writing within ten (10) calendar days from the completion of the investigation as to findings of the investigation except in instances where confidentiality is required. If the City believes that confidentiality is required the City will mutually agree on a confidentiality agreement with the Association in order for the City to be able to provide the complete investigation to the Association.

**Section 5.** Evaluations shall not be used as substitutes for steps in the disciplinary process. Evaluations may be used in the progressive discipline process as establishing a pattern of behavior or performance.

**Section 6.** In the event an employee is interviewed concerning an action which would likely result in disciplinary action other than an ~~an oral warning verbal reprimand~~, the following process shall be followed to the extent circumstances permit. In no event will the discipline processes applied to employees represented by the Association be less than those set forth in ORS 236.350 - 370:

- (A) Prior to the interview, the employee will be informed of the nature of the allegations and the nature of the investigation, and will be provided a minimum of two (2) calendar days prior to the interview, unless time provided is waived by the employee. The employee will also be notified that he or she has a right to consult with an Association representative and to have that or another representative present at the interview.

- (B) Interviews covered under this Section shall, to the extent practical, take place at

the City's facilities, or at a location mutually agreed upon by the Chief and Association member.

- (C) Either party may audio record the interview and, if either party exercises this right, they will provide a copy of the tape or transcript to the other party upon request.
- (D) In any investigation, the employee may be required to answer any questions reasonably related to the subject matter under investigation. The employee may be disciplined for refusing to answer such questions.
- (E) In situations involving the use of force, the employee shall have the right to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force.

#### **Section 7.**

- (A) The parties recognize that United States ~~s~~Supreme ~~e~~Court has consistently found that prosecutors have the duty to disclose potentially exculpatory evidence to defense attorneys prior to trial. Some of the information that is being disclosed about government witnesses, often law enforcement officers, has not been substantiated or proven to any degree.
- (B) This Section of the Agreement prohibits the City from taking punitive action against an employee represented by the Association solely because the employee's name was placed on a potential impeachment list – in the Clackamas County District Attorney's (CCDA) office, this is commonly referred to as an "Additional Discovery/ Disclosure Witness" (ADW). ADW is distinguishable from an employee who the CCDA has determined is not a credible witness (NCW), which means that the CCDA has decided that a NCW will not be relied upon or used or called by the CCDA as a witness for the CCDA. A NCW placement means that CCDA specifically believes the person is not credible.
- (C) A disciplinary action or any other adverse personnel action may not be undertaken by the City against an employee represented by the Association solely because that employee's name has been placed on a list maintained by a prosecuting attorney's office of recurring witnesses for whom there is known potential impeachment information, or that the employee's name may otherwise be subject to disclosure pursuant to *Brady v. Maryland*, 272 U.S. 83 (1963). This Section does not prohibit the City from taking disciplinary action or any other adverse personnel action, including layoff for inability to perform an essential function of the job (testifying or writing credible reports) against an employee represented by the Association based on the underlying acts or omissions for which that employee's name was placed on a prosecutor-maintained list (NCW or ADW), or may otherwise be subject to disclosure pursuant to *Brady v. Maryland*, 373 U.S. 83 (1963), if the actions taken by the City otherwise conform to the rules and procedures related to

discipline and discharge as set forth in this Agreement (Discipline Article).

(D) The City will contemporaneously provide written notice to the Association and copies of all materials provided to the CCDA whenever the City refers a matter to the CCDA for a Brady list review, or whenever the City is asked to provide materials to the CCDA for the purposes of Brady list review by the CCDA.

(E) An employee who is an ADW continues to be able to testify and write reports and can still perform the essential functions of their position and will not be laid off or removed from any collateral duties or assignments or their positions solely as a result of their ADW designation by the CCDA's Office.

## **ARTICLE 7 – HOURS OF WORK/OVERTIME**

**Section 1.** The workday shall consist of eight (8) hours per day on the basis of a five (5) day workweek, or ten (10) hours per day on the basis of a four (4) day workweek. For patrol, both parties prefer the "4-10" shift. The City retains the right to change to the "5-8" shift if circumstances dictate. The workweek shall consist of a forty (40) hour shift schedule, which shall take place during a seven (7) calendar day period, commencing at midnight Sunday AM and ending at midnight the following Saturday PM. Detectives and Patrol are all eligible to work a 4-10 shift at the discretion of the Chief.

**Section 2.** Each employee shall be entitled to two (2) fifteen (15) minute rest breaks and one (1) thirty (30) minute meal break for each work shift up to ten (10) hours in accordance with Oregon BOLT regulations.

**Section 3.** All hours worked in excess of eight (8) or ten (10) hours in one (1) day, depending on the employee's regular shift schedule, or all hours worked in excess of forty (40) hours per week, shall be paid for at the overtime rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay, except as may be provided differently in this Agreement. Overtime shall be computed to the nearest fifteen (15) minutes.

**Section 4.** Employees may elect to be compensated for overtime in cash or compensatory time off. Compensatory time off may be accrued at the rate of one (1) and one-half (1-1/2) times the number of overtime hours worked up to a maximum accrual of eighty (80) hours, with all other overtime paid in cash. Compensatory time off shall be scheduled at the mutual convenience of the City and the employee. Employees have the option to cash out up to eighty (80)~~forty (40)~~ hours of accrued unused compensatory time ~~once (1)~~twice (2) per fiscal year.

**Section 5.** A reasonable clean-up time will be granted just prior to the end of the shift for employees who, in the judgment of the Police Chief or their designee, need such, due to the nature and conditions of their work assignment.

**Section 6.** The City will offer a minimum forty (40) hour workweek to all regular full-time employees, except by mutual agreement between the City and the Association.

**Section 7.** An employee who involuntarily works more than five (5) work shifts in five (5) consecutive calendar days shall then be compensated at the overtime rate until that employee is provided two (2) consecutive calendar days off.

**Section 8.** The parties agree that the workweek will remain the same for all employees per Section 1 of Article 7 above. The parties further agree that if a shift rotation results in an employee working less than forty (40) hours in a workweek, the employee may make up the additional hours needed to reach forty (40) in the workweek from accrued vacation or compensatory time off, or by working the additional hours if shifts are available. The parties agree that in a shift rotation, all employees will get at least two (2) days off between the old shift and the new shift. If an employee does not get at least two (2) days off in such circumstances, the employee will be paid for time and a half for any work performed on those two (2) days.

**Section 9.** An employee will be given advance notice of any temporary shift change in their regularly assigned work shift. Any temporary shift change without prior notice that results in an employee being required to return to work at a time earlier or later than his/her normal schedule, shall make the employee eligible for overtime for all hours worked outside their normal shift, if that employee was not notified of such change forty eight (48) hours prior to the change of shift, except in cases of an emergency. This section 9 does not apply to voluntary shift trades. An employee called into work for an emergency shall be paid for such shift and given up to two (2) hours of overtime at time and one-half (1 1/2) as compensation for changing shifts (refer to Article 8 Section 1 of this Agreement for non-emergency call back).

**Section 10.** Overtime shall be offered to employees on a seniority basis, except in cases of emergency. However, an "emergency" does not include budgeting considerations or situations created by the City. In addition to actual emergencies the City and the Association recognize that less than twenty-four (24) hours of notice of an opening will be deemed emergent and can be filled as necessary. Allocation of holdovers or early starts will still be sought on a seniority basis of those scheduled or currently working that shift. [Senior officers may "bump" overtime shifts held by more junior officers up to 48 hours before the start of the overtime shift.](#)

**Section 11.** An employee who is required by the City to work sixteen (16) or more hours in any twenty-four (24) hour work day and who is scheduled to work a shift in the next twenty-four (24) hour work day shall be allowed to be off work by the employees request for at least eight (8) hours before returning to active duty status.

The affected member will be compensated for any on-duty time lost by using their accrued time-off benefits, including sick leave. The affected member may opt to flex their schedule by mutual agreement with the City to accommodate the eight (8) hours off. Any member working at least fifteen (15) hours will notify both the Police and the Association Executive Board of their current work hour status and of any potential to exceed the 16 hours limit. The Police Chief retains the authority to suspend this provision upon declaring a public safety emergency.

**Section 12.** Flexible schedules. [Except for sworn uniformed patrol officers](#) Employees may work a flexible schedule if mutually agreed between the employee and the City, under the following parameters:

- (A) There will be no daily overtime for an employee working a flexible schedule and the adjustment may not result in additional labor costs or overtime;
- (B) Employee requests should be 72 hours in advance, where feasible;
- (C) Flexing must occur in the same workweek; and
- (D) The schedule may not impede customer service or normal work process.

Section 13. Training Time. Employees who are required or approved to attend a training will be compensated for time spent at and engaged in the training, including travel to and from the training and lunches during training. As a condition to approving an employee's request to attend a training, the City may adjust an employee's work schedule to avoid overtime as a result of the requested training.

## **ARTICLE 8 – REPORTING AND CALL BACK**

**Section 1.** Employees called back and required to report for work shall be entitled to ~~two~~ (2)three (3) hours of call time pay unless they are notified at least twenty-four (24) hours in advance, in writing, prior to the start of their shift that they are not to report. All employees shall have a posted telephone number where they may be reached in order to qualify for the above pay provisions.

Employees ~~called~~ contacted off duty for any work-related concerns by a supervisor, but not called back to work, shall be paid for all time spent in contact with the supervisor on the telephone at the rate of time and one-half (1-1/2) with a minimum of thirty (30) minutes to be paid for each call. This minimum shall also apply to language translations given by employees who are required to participate in duty related telephone calls off duty. For the purposes of the Section, "work related concerns" shall not include contact from a supervisor due to the employee's failure to submit timesheets, failure to submit reports, or failure to return department property at the end of the employee's shift if such actions can't be delayed until the beginning of the employee's next scheduled shift.

**Section 2.** Employees who are on the premises of the police department and are called back to work thirty (30) minutes or more after the end of their regular shift shall be entitled to a minimum of one (1) hour work or pay therefore at the overtime rate of two (2) times the employee's regular rate of pay, except as provided differently in this Agreement.

**Section 3.** Employees required to attend training classes, training shoots, department staff meetings or similar functions outside their regular shift, will be entitled to one and one-half (1-1/2) times their regular rate of pay for a minimum of two (2) hours.

**Section 4.** Employees involuntarily called back from paid leave shall be paid at the rate of time and one-half (1-1/2) for all hours worked with a minimum of three (3) hours, shall receive straight time for the balance of their normal shift (eight (8) or ten (10) hours) not worked, and shall have their paid leave account credited for a full shift (eight (8) or ten (10) hours).



## **ARTICLE 9 - COURT TIME**

### **Section 1.**

- (A) Employees of the Police Department who are called to work either one (1) hour or less before or after their scheduled shift, to appear in any court, shall be entitled to a minimum of one (1) hour at one (1) and one-half (1-1/2) times the employee's regular rate of pay, if such appearance was necessitated through actions of such officer while employed by the City.
- (B) Employees of the Police Department who are called to work in excess of one (1) hour either before or after their scheduled shift, to appear in any court, shall be entitled to receive time and one-half (1-1/2) times their regular hourly rate of pay for a minimum of four (4) hours, if such appearance was necessitated through actions of such officer while employed by the City.

**Section 2.** Employees of the Police Department who are called to work on one (1) of their scheduled days off, to appear in any court, shall be entitled to receive a minimum of four (4) hours pay at the overtime rate of time and one-half (1-1/2) times their regular hourly rate of pay, if such appearance was necessitated through the actions of such officers while employed by the City. In the event that an employee is called to appear in court for more than one court appearance on a single scheduled day off, the employee shall not receive more than one four (4) hour minimum pay entitlement if the court appearances are scheduled to occur within the same four (4) hour block of time. All court time is to be utilized for that purpose only. An employee shall not appear in court and be required to work on any other assignment.

**Section 3.** Employees who are called to work on one of their scheduled vacation days off (that were approved prior to accepting a subpoena), to appear in any court, shall be compensated as provided in Article 8, Section 4, if such appearance was necessitated through the actions of such employee while employed for the City.

## **ARTICLE 10 – WAGES**

**Section 1.** The job classifications and their corresponding wage scales are noted on Schedule “A,” which is attached hereto and made a part of this Agreement by reference thereto. Paydays shall be bi-weekly. Sergeant pay starts at Step 3 below on the wage scale.

The City will make the following wage increases during the term of this agreement:

- (A) Effective and retroactive to July 1, 202~~5~~<sup>2</sup>, increase the wage scale across the board by three percent (3%). three and one-half percent (3.5%)
- ~~(B) Effective January 1, 2023, increase the wage scale across the board by two and one-half percent (2.5%).~~
- ~~(C)~~(B) Effective July 1, 202~~6~~<sup>3</sup>, increase the wage scale across the board ~~by two and one-half percent (2.5%).~~ Three and one-half percent (3.5%).
- ~~(D) Effective January 1, 2027, increase the wage scale across the board by two and one-half percent (2.05%).~~



~~(E) (C) Effective January 1, 2024, increase the wage scale across the board by two and one-half percent (2.5%).~~ Effective July 1, 202~~7~~4, increase the wage scale across the board by the percentage equal to the CPI-W, West Region for the twelve (12) months ending December 31, 2023 (minimum two percent (2%) maximum five percent (5%)-three and one-half percent (3.5%).

**Section 2.** Employees who obtain their intermediate and advanced certificates from the Department of Public Safety Standards and Training (DPSST) will receive additional compensation in the amount of:

(A) Intermediate Certificate: Five percent (5%) of base pay per month.

(B) Advanced Certificate: Eight percent (8%) of base pay per month (five percent (5%) intermediate plus three percent (3%) additional).

**Section 3.** ~~Any sworn employee Officers~~ assigned to Traffic Unit, Detectives, SRO shall receive five percent (5%) per month premium to be added to their regular rate of pay. This premium is full and complete compensation for the possibility that an officer may be called out during off-duty hours. Normal reporting and call back pay provided for in Article 8 of this Agreement apply.

**Section 4.** Any employee serving as a Canine Officer, and who maintains certification as a Canine Officer, shall receive, in addition to their regular pay, a five percent (5%) premium. This premium is full and complete compensation for the care of the police canine during off-duty hours to include all compensable time and activities.

**Section 5.** Any employee demonstrating written and oral proficiency in the Spanish language, or any other language if spoken by over ten percent (10%) of the total Canby population, shall receive, in addition to their regular pay, a five percent (5%) premium. The City is to determine a reasonable level of proficiency and the manner of testing that proficiency. An ~~employee officer~~ can receive this premium, as well as an assignment premium, at the same time.

**Section 6.** ~~Employees Officers~~ assigned as Field Training Officers (FTO) ~~or training coaches~~ shall receive ten percent (10%) premium pay added to their regular rate of pay for all hours worked when assigned to an ~~officer-employee~~ in a field training evaluation program.

**Section 7.** Officers who serve as Officers-in-Charge (OIC) of a shift shall receive one (1) additional hour of overtime pay per shift. In order to qualify, the assignment as OIC shall be made by the supervisor.

**Section 8.** Employees may become eligible for longevity pay in the amount of one and a half percent (1.5%) of the base salary after completing ~~eight (8) ten (10)~~ years of continuous employment with the City of Canby. Employees may become eligible for longevity pay in the amount of two percent (2%) of their base salary after completing ~~fifteen (15) 20~~ years of continuous employment with the City.

**Section 9.** ~~On the first full (1') pay period following July 1, 2022, t~~The City will make a matching contribution up to two percent (2%) of the employee's pay on a pre-tax basis to the employee's

City sponsored 457(b) deferred compensation plan account. ~~On or before July 1, 2022, the~~ City will assist each employee to open a City-Sponsored deferred compensation account in order to receive the recurring matching pay period contribution described in this Section. In addition, for each newly hired employee, the City will assist each newly hired employee to open a City-sponsored deferred compensation account in order to receive the recurring pay period contributions described in this Section 9. For purposes of this Section 9, "wages" shall mean wages or compensation as defined under the City-sponsored 457(b) deferred compensation plan that is used to determine employer contributions. Employees must be employed at the time the contributions described in this Section 9 are made in order to receive the contributions, except that employees who retire during a pay period will be entitled to receive the contributions for the pay period in which the employee retires.

## **ARTICLE 11 – PER DIEM AND MILEAGE**

**Section 1.** Employees shall be paid a per diem allowance for meals and incidental expenses for approved travel and/or training as follows:

- (A) For travel and/or training within the continental United States (CONUS) the per diem rate, rules and policies listed at [www.gsa.gov](http://www.gsa.gov) and in effect at the time of the travel; and
- (B) For travel and/or training outside of the continental United States (OCONUS), the per diem rate, rules and policies listed at [www.dtic.mil/perdiem/pdrates.html](http://www.dtic.mil/perdiem/pdrates.html) and in effect at the time of the travel and/or training.

**Section 2.** Meals provided as part of a program shall be deducted from the above per diem reimbursement in an amount equal to that set forth in the Meals and Incidental Breakdown listed at [www.gsa.com](http://www.gsa.com) and in effect at the time of the travel and/or training.

**Section 3.** Employees shall be reimbursed actual expenses for hotel accommodations for approved travel and/or training.

**Section 4.** An employee required by the Chief or the Chief's designated agent to use a personally owned vehicle for City business shall be compensated at the rate listed at [www.gsa.gov/mileage](http://www.gsa.gov/mileage) and in effect at the time of the travel. Mileage reimbursement is paid monthly.

## **ARTICLE 12 – HOLIDAYS**

**Section 1.** The following days shall be recognized as paid holidays, regardless of the day of the week on which they occur:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
One (1) Personal Holiday

Fourth Thursday in November  
Fourth Friday in November  
December 25

One (1) personal holiday shall accrue on the first (1<sup>st</sup>) day of each fiscal year.

**Section 2.** Personal and/ or banked holiday use must be scheduled by mutual agreement between the employee and the Chief (or designee). Employees may carry over up to ~~ten~~ (10)twenty (20) hours of accrued, unused Personal holiday hours earned in one (1) fiscal year for use in subsequent fiscal years. All accrued, unused personal holiday hours above the carryover amount will be forfeited without pay at the end of the fiscal year unless agreed to by the parties.

**Section 3.**

- (A) To qualify for a paid holiday, the employee shall have been available for work or on paid leave on their last scheduled workday proceeding the holiday and their first (1<sup>st</sup>) scheduled workday following the holiday.
- (B) If a holiday falls on the employee's day off, the employee will accrue one personal holiday, to be scheduled by mutual agreement between the employee and the Chief (or designee) at a later date within the same fiscal year subject to Section 2 of Article 12 above. The personal holiday bank shall be maintained by the City and reported on the employee's biweekly pay record.
- (C) Employees required to work on recognized City holidays shall be compensated at the rate of time and one-half (1-1/2) times their regular hourly rate of pay to a maximum of ten (10) hours worked (fifteen (15) hours pay), in addition to a day's pay for the holiday. By mutual agreement between the employee and the City, such compensation may be taken in the form of compensatory time off.

**Section 4.** For employees who normally work a Monday through Friday shift, holidays falling on Saturday shall be observed the preceding Friday, and the holidays falling on Sunday shall be observed the following Monday.

**Section 5.** Whenever one of the recognized holidays fall during an employee's paid leave, the holiday will not be counted against the employee's paid leave bank.

**ARTICLE 13 – VACATIONS**

**Section 1.** All regular employees who have been in the employ of the City for at least one (1) full year shall be entitled to vacation benefits. The following annual vacation allowance shall be observed:

<u>Year of Services</u>	<u>Annual Accrual Rate</u>	<u>Max Accrual</u>
1 to 4 years	80 hours	180 hours
5 to 9 years	120 hours	260 hours

10 to 13 years	160 hours	300 hours
14 years and over	200 hours	380 hours

Vacation shall accrue each pay period in amount equal to the annual accrual rate divided by the total number of pay periods.

**Section 2.** Employees who leave the employ of the City after having been employed for one (1) or more years shall be paid in one (1) lump sum for any accrued but unused vacation benefits upon separation.

**Section 3.** All time off for vacation shall be by mutual agreement between the supervisor and the employee. In the event of a conflict between the employees regarding time of their vacations, then the principle of seniority shall prevail (unless vacation/ days off were approved and on the schedule for two (2) weeks). Employees may use accrued vacation hours with advanced approval on an hourly basis. Vacation hours used shall be paid at the regular hourly rate of pay.

**Section 4.** Employees may not use accrued vacation hours for sick leave purposes unless the employee obtains prior written approval from the City Administrator or designee, the absence is for a qualifying OFLA/FMLA absence and the employee has exhausted all accrued sick leave.

#### **ARTICLE 14 – SICK LEAVE**

**Section 1.** The City provides eligible employees with sick leave in accordance with the Oregon Paid Sick Time Law, BOLI administrative regulations, and the City policy. Full-time employees accrue ninety six (96) hours of sick leave per year.

**Section 2.** Upon employee separation of employment from the City, the City or its designee will report to PERS any remaining sick leave hours, minus the sick leave hours cashed out pursuant to Article 14, Section 3 of this Agreement. PERS will determine eligibility (OPSRP members are not eligible) in the Unused Sick Leave Program and will calculate accordingly towards the employee's retirement benefits.

**Section 3.** Upon retirement under the City's retirement plan, an employee shall be compensated for fifty percent (50%) of their accumulated but unused sick leave. The number of hours of sick leave for which compensation is provided under this Section 3 of Article 14 of this Agreement shall not exceed five hundred (500).

**Section 4.** An employee off work due to an on-the-job injury shall be allowed to use accumulated sick leave to supplement the difference between their net pay and workers' compensation payments for forty-five (45) days from the date of the injury. The City will supplement the difference thereafter for a period of up to forty-five (45) calendar days. The City's supplement may be extended at the discretion of the City Council.

#### **ARTICLE 15 – FAMILY MEDICAL LEAVE**

**Section 1.** [Family, medical, and parental leave will be granted in accordance with all applicable state and federal law and City of Canby policy. Family medical and parental leave laws include,](#)

but are not limited to, the federal Family Medical Leave Act ("FMLA") and Oregon Family Leave Act ("OFLA"). ~~The City will allow employees to take parental or family and medical leave in accordance with State and Federal law and City policy. An employee on family medical leave must use all accrued paid leave in excess of sixty (60) hours prior to taking unpaid leave. An employee on family medical leave who has used all accrued paid leave in excess of sixty (60) hours has the option of using accrued paid leave or taking unpaid leave.~~

**Section 2.** ~~While on leave under this Article and u~~Unless otherwise required by law, employees may apply any accrued paid leave, including sick leave, vacation leave, compensatory time, and holiday time, in any order to their time on leave. However, employees must notify the City, in writing, of the order in which they wish to apply any accrued paid leave in writing prior to the beginning of their leave if their reason for leave is foreseeable or, if the reason for their leave is not foreseeable, as soon as practicable. If the City does not receive written notice as described in this Section, then the City will apply employee's accrued paid leaves in the following order: (1) accrued sick leave, until exhausted; (2) accrued vacation leave, until exhausted; (3) compensatory time, until exhausted; and (4) personal holiday time, until exhausted. Employees must use all accrued paid leave in excess of sixty (60) hours prior to taking unpaid leave. Upon exhaustion of all accrued paid leave in excess of sixty (60) hours, employees may choose to apply the remainder of their paid leave or to take unpaid leave. and subject to Section 1 of Article 15 above, the order of leave an employee must use for qualifying OFLA/FMLA absences is (1) accrued sick leave until exhausted; (2) accrued vacation leave, compensatory time and/or personal holiday time until exhausted; and (3) unpaid leave.

**Section 3.** ~~The City will administer~~here to Paid Leave Oregon (PLO) as established per Oregon state law. ~~The City will pay the employee portion of the PLO tax in the amount of sixty percent (60%) of the total one percent (1%) contribution rate. As established per PLO, employees can use up to one hundred percent (100%) of their accrued paid leave in addition to their PLO benefits. Employees must provide notice to the City of their use of accrued paid leave as required by Section 2. The City will not cap or track earnings for an employee choosing to supplement their PLO leave with accrued City leave.~~

## **ARTICLE 16 —~~BEREAVEMENT FUNERAL LEAVE~~**

**Section 1.** ~~In the event of a death in the employee's immediate family of an employee's family member, as defined by OFLA or FMLA, said an~~ employee shall be entitled to a leave of absence with pay up to ~~five (5) three (3) working days~~forty (40) hours to make arrangements for and/or attend the funeral ~~or memorial.~~

**Section 2.** ~~Employees shall be eligible for the forty (40) City-paid hours of bereavement leave under this Article once per established calendar leave tracking year (rolling forward 52-week) and shall run currently with any applicable OFLA leave. Additional time may be granted by the City Administrator. The Employee's immediate family shall include; spouse, ex-spouse, domestic partner, children, step-children, grandchildren, parents, brothers, step-brothers, sisters, step-sisters, grandparents, mothers in law, fathers in law, brothers in law and sisters in law, aunts and uncles, or is in a relationship of in loco parentis. The City of Canby recognizes Oregon Family Leave and Paid Leave Oregon as outlined in ORS.~~

## **ARTICLE 17 – JURY DUTY**

**Section 1.** Employees who are required to report for jury duty or jury service during a regularly scheduled shifttwenty-four (24) hour duty day shall be granted leave with full pay any time they are required to report for jury duty or jury service, provided, that the employee endorses all checks received from the court for those services over to the City. If an employee serving jury duty is excused, dismissed or not selected, then the employee shall report for their regular work assignment as soon as possible.

**Section 2.** The Chief or designee will work with an employee who is not regularly scheduled day shift to adjust the impacted employee's schedule in accordance with Section 11 of Article 7 so that the impacted employee reporting for jury duty does not exceed the safety release threshold.

## **ARTICLE 18 – EDUCATIONAL LEAVE**

**Section 1.** Educational leave will be at the discretion of the City Administrator.

## **ARTICLE 19 – LEAVE OF ABSENCE**

**Section 1.** All regular employees may be granted a leave of absence without pay for a period of time, up to twelve (12) months, if in the judgment of the City Administrator; such leave would not seriously handicap the employee's department. All requests for such leave must be submitted to the City Administrator in written form as soon as possible prior to the time of the requested leave and must include a complete justification for the leave, except in the case of an off-the-job accident, in which case the leave may start immediately.

While on such leave, the employee shall not be entitled to accrual of any benefits such as vacation, sick leave, retirement contributions, etc., but shall not lose seniority accrued previous to beginning the leave. Employees on such leave shall be eligible for health and welfare insurance coverage at the employee's own expense for the maximum period of time allowed by the insurance carrier.

The City will pay the Health & Welfare insurance premium for employees on approved leave of absence due to the serious illness of the employee or a family member in accordance with Federal and State law.

## **ARTICLE 20 – HEALTH & WELFARE/DENTAL/PRESCRIPTION DRUGS**

**Section 1.** The City will provide group medical/drug, vision, and dental/orthodontics insurance coverage for full time employees and their dependents.

~~(A) For the life of this Agreement, Effective January 1, 2022,~~ the City will pay ninety percent (90%) of the premium costs of the plan in each tier of coverage. Any premium costs not covered by the City during the life of this agreement shall be paid by the enrolled employee through automatic payroll deduction.

The group insurance coverage provided above will be subject to annual review and recommendations by an insurance Benefits Advisory Committee consisting of an equal number of represented Canby Police Association members, AFSCME members, and management committee members.

**Section 2.** During the term of this Agreement, the City will provide one and one-half (1 1/2) times an employee's annual salary as life insurance and death benefits for all bargaining unit members.

**Section 3.** The City shall provide a program of long term disability insurance for all employees.

**Section 4.** ~~Effective January 1, 2021, In the event that the City's premium contribution increases by more than six percent (6%) from the previous year, any increase over six percent (6%) will be shared fifty percent (50%) by the employee and fifty percent (50%) by the City.~~ In the event that the City's premium contribution increases by more than ten percent (10%) in any given year, the parties agree to reopen this Article 20 and Article 10 (Wages) of this Agreement. The City and its agent will make good faith efforts in negotiating premium rates after initial quotes are offered.

**Section 5.** In the interest of promoting mental wellness and the overall wellbeing of employees, the Canby Police Department and the Canby Police Association have entered into an agreement to provide voluntary mental health wellness checks and training for all bargaining unit members.

The purpose of this check-up is to help the employee identify any potential issues and give them training tools with which they can nurture their own mental health. The Department will work with a qualified mental health provider who works exclusively, with law enforcement personnel and it affiliated with Responder Life; our Peer Support liaison.

The information shared during these visits is between the employee and the care provider only and the protections of doctor/ patient confidentiality will apply. The only information the City will receive is the bill form the visit, no employee information will be provided to the City to protect employee privacy. Any follow-up regarding the consultation or recommendations made by the provider for further care or treatment will be the employee's responsibility. The Department will only pay for the one (1) check-up per fiscal year.

Complying with any recommendations made by the provider is completely voluntary on behalf of the employee. The Department will not seek to obtain information regarding the results of the consultation or any recommendations unless the employee relies on the consultation or recommendations to request accommodation or obtain an employment right or benefit directly related to the consultation or recommendation (except for the use of leave from a member's accrued leave banks).

The wellness checks are voluntary and there will be no adverse effect on the employment status or employment opportunities if an employee chooses not to participate.

Employees will attend the appointment while on duty (with arrangements with a Sergeant). Employees that attend the appointment will be compensated \$150 (once per fiscal year).



**Section 6.** Attached to this Agreement are the summaries of the health and welfare policies and benefits as currently in effect for employees represented by the Association.

## **ARTICLE 21 – RETIREMENT**

**Section 1.** The City agrees to continue its participation in the Oregon State Public Employees Retirement System, and the Oregon Public Service Retirement Plan, and, further, the City agrees to pay the six percent (6%) employee contribution.

## **ARTICLE 22 – SAFETY COMMITTEE**

**Section 1.** The City shall have a Safety Committee and will hold periodic safety meetings with the employees. One employee selected by the Association shall be on the safety committee without loss of pay for participating in official safety committee business. This voluntary representation during off-duty hours shall not be considered hours worked for compensation purposes.

## **ARTICLE 23 – GRIEVANCE PROCEDURE**

**Section 1.** Any grievance or dispute which may arise between the parties with regard to the application, meaning or interpretation of this Agreement shall be settled in the following manner:

- (A) The employee, with or without their Association representative, shall present the matter in writing to the Chief within fourteen (14) calendar days, from the date the grieving party first became aware of the problem giving rise to the grievance. Within seven (7) calendar days after receipt of the report, the Chief shall attempt to resolve the matter and submit their answer in writing to the employee and association representative;
- (B) If the grievance still remains unsettled, the Association may within fourteen (14) calendar days after the reply of the Chief is received or the date that such reply is due, submit the grievance in writing to the City Administrator. The City Administrator shall respond in writing to the employee and Association representative within seven (7) calendar days; and
- (C) If the grievance still remains unresolved, the Association may submit the matter to binding arbitration within fourteen (14) calendar days of the date reply is received from the City Administrator or the date that such reply is due.
- (D) For all grievances except disciplinary grievances involving law enforcement officers, the City and Association will attempt to jointly agree to an Arbitrator. For disciplinary grievances involving law enforcement officers (as defined by ORS 131.930), arbitrator selection shall be in accordance with ORS 243.808.

### **Section 2.**

- (A) ORS 243.808 shall govern arbitration proceedings concerning the alleged misconduct of law enforcement officers. All other arbitration proceedings~~This~~



~~arbitration proceeding~~ shall be conducted by an arbitrator to be selected by the City and the Association within seven (7) calendar days after notice has been given. If the parties fail to select an arbitrator, the State Employment Relations Board shall be requested by either or both parties to provide a panel of seven (7) Oregon or Washington arbitrators. Both the City and the Association shall have the right to strike three (3) names from the panel. A coin toss shall determine the first strike. Following the first (1st) strike the other party shall then strike one (1) name. The process will be repeated twice and the remaining person shall be the arbitrator.

- (B) The arbitrator shall render a decision no later than thirty (30) calendar days after the conclusion of the final hearing or as agreed by the parties. The power of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated and to resolve the grievance within the terms of this Agreement.
- (C) The decision of the arbitrator shall be binding both parties. The costs of the arbitrator shall be borne by the losing party as determined by the arbitrator, however, if the arbitration is conducted in accordance with ORS 243.808, the costs of the arbitrator shall be equally split between the parties. Each party shall be responsible for the cost of presenting its own case to arbitration. Any or all time limits specified in the grievance procedures may be waived by mutual consent of the parties.
- (D) The arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the interpretation and enforcement of this Agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within thirty (30) calendar days following the close of the hearing or, in the event the parties submit post-hearing briefs, within thirty (30) calendar days of the submission of the post-hearing briefs, unless mutually extended by the parties and the arbitrator. The arbitrator's decision shall be final and binding on the affected employee(s), the Association and the City.
- (E) Either party may request the arbitrator to issue subpoenas. If subpoenaed to arbitration, City employees/Association members shall not receive fees and mileage associated with an enforceable subpoena.
- (F) If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the appearance fee, record, and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share in all costs of producing three (3) copies of the transcript.
- (G) At the end of the evidentiary portion of the arbitration, the City and Association may agree to oral arguments in lieu of written closing briefs. The City and Association may also agree to have the arbitrator issue an oral bench decision. The bench decision shall be issued within a reasonable time after the conclusion of the hearing, not to exceed seven (7) calendar days, and shall be confirmed by the arbitrator in writing. The arbitrator's bench decision shall be electronically recorded as the formal record and decision associated with the arbitration.

- (H) Section D above will not apply when the grievance is for the purposes of an arbitration proceeding concerning alleged misconduct by a law enforcement officer. [ORS 131.930]. Selection of an Arbitrator for an arbitration proceeding concerning alleged misconduct by a law enforcement officer shall comply with the terms as set forth in ORS 243.808. Costs and fees of an Arbitrator pursuant to HB 2930 will be split equally by the parties.
- (I) Sections E and F above will apply to an arbitration conducted pursuant to HB 2930. All other expenses in an ORS 243.808 arbitration shall be borne exclusively by the party requiring the service or item for which payment is to be made.

**Section 3.** Time Limits. All parties subject to these procedures shall be bound by the time limits outlined in this Article. If the grievant or Association fails to respond in a timely fashion, the grievance shall be deemed waived. If the City, at any step, fails to respond in a timely fashion, the grievance shall advance to the next step. Upon mutual agreement, in writing, the parties may waive or adjust the time limits outlined in this Article.

## **ARTICLE 24 – STRIKE/LOCKOUT**

**Section 1.** The Association agrees that during the term of this Agreement, its membership will not engage in any strike, work stoppage, slowdown, or interruption of City services as per Oregon Law and the City agrees not to engage in any lockout.

## **ARTICLE 25 – PERSONNEL RECORDS**

**Section 1.** No material in any form which can be construed, interpreted, or acknowledged to be derogatory shall be placed in an employee's personnel file, unless such employee has first been allowed to read such material. Any employee may, upon request, have access to their personnel file. Any employee may also have the right of reproduction of their personnel file in full or in part at no charge if the materials are needed to aid in the defense against a disciplinary action. No portion of any employee's file shall be transmitted without the explicit consent and request of the employee other than those transmissions authorized by the City, by order of a court of competent jurisdiction, or as required by law.

**Section 2.** The City shall maintain only one personnel file. An employee's supervisor may keep a "working file" for purposes of personnel evaluations.

**Section 3.** Records of discipline that involve measures up to and including written reprimands shall, upon request of the employee, be removed from the employee's personnel files after three (3) years and given to the employee. Records of suspensions shall be removed from the employee's personnel files after seven (7) years, upon request of the employee, and given to the employee. If a subsequent disciplinary action(s) is imposed prior to removal of a record of discipline or suspension under this section, the time for removal shall be computed from the subsequent disciplinary action.

**Section 4.** Records of non-disciplinary corrective action shall, upon request of the employee, be removed from the employee's personnel file after one (1) year and given to the employee. If a

subsequent non-disciplinary corrective action is imposed prior to the removal of a record of a non-disciplinary corrective action under this section, the time for removal shall be computed from the subsequent non-disciplinary corrective action.

## **ARTICLE 26 – ASSOCIATION BUSINESS**

**Section 1.** The City shall provide a bulletin board for the Association to post bulletins and other material pertaining to its members.

**Section 2.** Members of the Association, who are officially designated as representatives of the Association, shall be permitted to attend negotiating meetings and/or contract administration sessions, as the need may arise. These employee representatives shall not forfeit pay if such meetings are held during their working hours, provided they are for legitimate reasons. An employee abusing this privilege to handle Association business on City time could result in the employee forfeiting all or part of their pay for such time. At no time shall the City be obligated to pay more than two (2) representatives of the Association at any one time for such Association business.

**Section 3.** The City agrees to deduct monthly membership dues from the pay of employees covered by this Agreement upon the submission of a signed request by the employee on a form provided by the City for that purpose. The City will not be held liable for deduction errors but will make proper adjustments with the Association for errors as soon as is practicable. Membership or non-membership in the Association, as well as the decision of whether to make payments or not to make payments to the Association, shall be the individual choice of employees covered by this Agreement.

## **ARTICLE 27 – LIGHT DUTY ASSIGNMENT**

**Section 1.** An employee injured on the job may be required to perform light duty assignments. An employee injured off of the job may request light duty assignments. In each case the City may require an independent medical examination to determine whether the employee is fit for light duty assignments, and, if so, the types or nature of activity that the employee may or may not perform. If the examination is not covered by the employee's health insurance coverage, it shall be paid for by the City. The City will provide the employee with a form of physician's release to be completed by the examining doctor.

An employee assigned to light duty will be assigned to an administrative schedule that is typically Monday through Friday from 0800 to 1600, although the schedule may be adjusted based on the operational needs of the City. A light duty assignment is a temporary accommodation.

## **ARTICLE 28 – TRAUMATIC INCIDENTS**

**Section 1.** An employee directly involved in a traumatic incident while in the performance of their duty shall have the opportunity to undergo a traumatic incident debriefing with a medical doctor or psychologist jointly designated by the Association and the City. The City may require an employee involved in a traumatic incident to undergo such debriefing. The debriefing shall be for the purpose of allowing the employee to deal with the moral/ethical and/or psychological

effects of the incident. The debriefing shall be confidential and shall not be divulged to the Department for any reason, except as provided below. If the debriefing is not covered by the employee's health insurance coverage, it shall be paid for by the City.

An employee may be placed on administrative leave with pay if warranted. The decision to place the employee on administrative leave and the length of the leave shall be made by the City after consultation with the person conducting the debriefing, whose recommendation shall be limited to the need for and length of the recommended leave.

**Section 2.** Critical Incident Leave. For the wellness and health of an employee involved (as defined by ORS 181 A.790) in a critical incident, each involved employee shall be placed on City-paid Critical Incident Leave until the Clackamas County District Attorney's Office or another designated prosecutor's office has officially determined that the employee's involvement in the critical incident does not subject the employee to any criminal exposure.

## **ARTICLE 29 – INDEMNIFICATION AGAINST LIABILITY**

**Section 1.** The City shall defend, save harmless, and indemnify any employee against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duty except in case of malfeasance or willful or wanton neglect of duty.

## **ARTICLE 30 – OTHER EMPLOYMENT**

**Section 1.** No employee may engage in employment with another employer while in the employ of the City, unless the employee has first received written approval from their department head and the City Administrator.

## **ARTICLE 31 – PROTECTIVE CLOTHING/UNIFORMS**

**Section 1.** The City shall provide employees with protective clothing and uniforms when they are required, as a condition of employment, to wear uniforms, or required to engage in field work, such as the Behavioral Health Specialist, and/or an employee participates in or engages in field work, such as Code Enforcement Officer, BHS and Property/Evidence. Such items shall be considered as the property of the City and shall be returned to the City upon termination of employment, prior to the employee's final payment of wages. The care and cleaning of such clothing shall be the responsibility of the employee. The City shall pay all bargaining unit employees who wear uniforms as a condition of employment or whose work duties require them to engage in field work outside of the Police Station a cleaning allowance of fifty dollars (\$50.00) per month.

**Section 2.** The City shall provide a plain clothes clothing allowance of fifty dollars (\$50.00) per month to employees assigned to detective duties.

**Section 3.** The City will reimburse employees for the damage, destruction, theft or loss of personal property used in the performance of the employee's duties in accordance with this Section. Employees must request reimbursement in writing within seven (7) calendar days of the damage, destruction, theft or loss. Employees must prove the loss occurred and present

proof of replacement cost or repair cost, whichever is less. The City will reimburse all personal property lost that is valued at one hundred dollars (\$100.00) or less provided the clearance and reporting requirements are met. Personal property items valued over one hundred dollars (\$100.00) will be reimbursed only if employees have the item pre-approved in writing for on-duty use by the Chief or designee prior to any request for reimbursement. In all cases, such reimbursement will not be required where the property was adversely affected due to an intentional act by the employee or as a result of the employee's gross negligence.

**Section 4.** Once per fiscal year, City will give reimburse sworn employees and employees in the Code Enforcement, Property/Evidence, and Behavioral Health Specialist positions annually in the amount of two hundred and fifty dollars (\$250.00) for the purchase of footwear to be used in carrying out their police department responsibilities on behalf of the City.

## **ARTICLE 32 – PHYSICAL FITNESS INCENTIVE**

**Section 1.** Recognizing that physical fitness is beneficial to the health and well-being of employees, in addition to lowering the potential costs of healthcare and work related injuries, a physical fitness incentive has been established.

Once per fiscal year, sworn employees will be provided the opportunity to participate in the DPSST certified ORPAT course as a component of the department's mandatory scheduled training. Scheduling of this testing shall be determined by the Chief of Police. Participation in the timed ORPAT test for the physical fitness incentive is voluntary. Any voluntary participation in the ORPAT testing during the initial scheduled training will be done "on duty time".

Employees who are unable to participate in the scheduled ORPAT test due to a reasonable conflict must submit a written request to the Chief of Police prior to the training date requesting authorization for an excused absence. The Chief of Police will schedule a second test date within sixty (60) calendar days for authorized employees to participate in the ORPAT course on their own personal time. The date and location of the second scheduled ORPAT test will be at the discretion of the Chief of Police.

For purposes of this Agreement, the minimum standard for passing will be the time established as passing by DPSST for an Entry Level Police Officer. Recognizing that passing standards for ORPAT may change at the discretion of DPSST, it is hereby established that the standard used by the City of Canby as passing, will be the standard used by DPSST and in effect at the time of the testing.

Those employees, who successfully complete the ORPAT course in a time that is considered passing, will receive an incentive bonus. The incentive bonus amount shall be determined by ORPAT course completion time as follows:

<u>4:00:00 and under</u>	<u>Four hundred dollars (\$400.00)</u>
<u>4:01 to 4:45, inclusive</u>	<u>Three hundred and fifty dollars (\$350.00)</u>
<u>4:46 to 5:30, inclusive</u>	<u>Three hundred dollars (\$300.00)</u>

~~of three hundred dollars (\$300.00). Those employees who successfully complete the ORPAT course in under four (4) a time that is considered fifteen percent (15%) better than "passing" minutes shall receive four hundred dollars (\$400.00).~~

The incentive bonus will be paid in one (1) lump sum through payroll and the parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction. Employees must be off probation to be eligible for the incentive.

Employees who do not successfully complete the ORPAT course will not be eligible for the incentive.

Employees, who voluntarily seek this incentive, but do not meet the minimum ORPAT passing standard as defined in this Agreement, and will not be deemed "physically unfit for duty." In addition, an employee will not be negatively treated by the City of Canby, or its supervisors, due to not passing the ORPAT standard as defined in this agreement. Recognizing that participation in this incentive program is purely voluntary, those employees who opt not to participate, will not receive discipline, or be negatively treated by the City of Canby, or its supervisors, for this choice.

### **ARTICLE 33 – LEGAL FEES**

The Association will purchase and make available the Legal Defense Fund of the Peace Officers Research Association of California (PORAC) Plan II. The Association will ensure that all represented employees of the bargaining unit who are eligible for PORAC Plan II are enrolled as participants in PORAC Plan II, and make available the plan to command staff.

By PORAC rule, employees in bargaining unit positions who choose not to be a member of the Association are NOT eligible to be enrolled in PORAC coverage.

During the first calendar week of December, March, June and September of each year, the City and Association shall ascertain-notify the City of the amount due to PORAC for enrolling all eligible bargaining unit represented employees in coverage under PORAC Plan II for each subsequent calendar quarter. Said calendar quarter amounts shall be equal to the number of eligible bargaining unit represented employees employed by the City on December 1, March 1, June 1, and September 1, times the actual current amount of PORAC Plan II coverage (currently less than ~~ninesix~~ dollars (\$~~96~~.00) per covered employee per month for individual PORAC Plan II coverage, notwithstanding changes in staffing levels during individual calendar quarters. In the event the premiums for PORAC Plan II coverage increase during the term of this Agreement, the City agrees to pay the increased premium commencing on the subsequent December 1, March 1, June 1, or September 1 to a maximum of ~~teneight~~ dollars (\$~~108~~.00) per represented employee per month.

The Upon the City's receipt of notice from the Association as described above, the City shall pay to the Association the amount of calendar quarter premium costs for coverage in PORAC Plan II during the first half of each of the months referenced above in order to enable the Association to remit payment to PORAC by the end of the month.

The Association will be responsible for making payments on behalf of eligible participants. The City's obligation under this Article is limited to making payments as set forth above. The City bears no responsibility for ensuring that eligible bargaining unit represented employees are properly enrolled in or covered by PORAC Plan II.

#### **ARTICLE 34 – SAVINGS CLAUSE**

**Section 1.** Should any provision of this Agreement be found to be in conflict with any federal or state law, or final decision of any court of competent jurisdiction, or ruling or decision of any administrative agency, said provision shall be modified to comply with said law or decision and all other provisions of this Agreement shall remain in full force and effect.

#### **ARTICLE 35 – TERM OF AGREEMENT**

**Section 1.** This Agreement shall become effective and retroactive, as applicable, upon signing, with wages, insurance, and all economic benefits retroactive to July 1, 202~~5~~<sup>2</sup>. This Agreement shall remain in full force and effect through June 30, 20~~25~~<sup>28</sup>.

**Section 2.** This Agreement shall automatically be reopened for successor Agreement negotiations as of January 1 of the expiring year of this Agreement. ~~remain in full force and effect from year to year thereafter, unless either the City or the Association or both shall serve notice in writing on the other party at least sixty (60) calendar days prior to the expiration of this Agreement or any subsequent anniversary date of this Agreement, requesting that this Agreement be opened for changes and/or termination. In that case, t~~his Agreement shall remain in full force and effect until a new agreement is signed by both parties.

FOR: CITY OF CANBY

FOR: CANBY POLICE ASSOCIATION

By: \_\_\_\_\_  
Brian Hodson, Mayor

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Randy Ealy, Interim City Administrator

By: \_\_\_\_\_  
Secretary

## Salary Schedule A

### Canby Police Association Salary Schedule A Effective July 1, 202~~5~~<sup>2</sup>

			5% Steps			3.5% Step
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Patrol	\$6,041	\$6,343	\$6,660	\$6,993	\$7,343	\$7,600
Sergeant			\$8,067	\$8,470	\$8,894	\$9,205

		<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5.%</u>
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
<u>Police Patrol</u>	<u>\$</u> <u>6,975.90</u>	<u>\$</u> <u>7,324.70</u>	<u>\$</u> <u>7,691.09</u>	<u>\$</u> <u>8,076.11</u>	<u>\$</u> <u>8,479.76</u>	<u>\$</u> <u>8,903.74</u>
<u>Sergeant</u>	<u>*</u> <u>-</u>	<u>*</u> <u>-</u>	<u>\$</u> <u>9,316.04</u>	<u>\$</u> <u>9,781.79</u>	<u>\$</u> <u>10,270.31</u>	<u>\$</u> <u>10,783.82</u>
<u>Behavioral Health Specialist</u>	<u>\$</u> <u>7,678.67</u>	<u>\$</u> <u>8,062.65</u>	<u>\$</u> <u>8,465.27</u>	<u>\$</u> <u>8,888.58</u>	<u>\$</u> <u>9,333.63</u>	<u>\$</u> <u>9,800.31</u>

		<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
<u>Property &amp; Evidence Tech</u>	<u>\$</u> <u>5,136.71</u>	<u>\$</u> <u>5,394.42</u>	<u>\$</u> <u>5,663.52</u>	<u>\$</u> <u>5,947.11</u>	<u>\$</u> <u>6,244.16</u>	<u>\$</u> <u>6,556.36</u>	<u>\$</u> <u>6,884.18</u>
<u>Code Enforcement Officer</u>	<u>\$</u> <u>5,136.71</u>	<u>\$</u> <u>5,394.42</u>	<u>\$</u> <u>5,663.52</u>	<u>\$</u> <u>5,947.11</u>	<u>\$</u> <u>6,244.16</u>	<u>\$</u> <u>6,556.36</u>	<u>\$</u> <u>6,884.18</u>
<u>Police Records Specialist I</u>	<u>\$</u> <u>4,293.18</u>	<u>\$</u> <u>4,508.46</u>	<u>\$</u> <u>4,733.06</u>	<u>\$</u> <u>4,970.07</u>	<u>\$</u> <u>5,218.47</u>	<u>\$</u> <u>5,479.39</u>	<u>\$</u> <u>5,753.36</u>
<u>Police Records Specialist II</u>	<u>\$</u> <u>5,444.10</u>	<u>\$</u> <u>5,716.31</u>	<u>\$</u> <u>6,001.97</u>	<u>\$</u> <u>6,302.12</u>	<u>\$</u> <u>6,616.76</u>	<u>\$</u> <u>6,947.59</u>	<u>\$</u> <u>7,294.97</u>

The base rate per pay period shall be the monthly rate multiplied by twelve (12) months.

\* Sergeant pay begins at Step 3.





## CITY COUNCIL Staff Report

Meeting Date: 7/16/2025

To: The Honorable Mayor Hodson & City Council  
Thru: Randy Ealy, Interim City Administrator  
From: Jerry Nelzen, Public Works Director  
Agenda Item: Consider **Ordinance No. 1651**: An Ordinance Authorizing the Interim City Administrator to Execute a Contract with Konell Construction & Demolition Corporation for \$2,090,927 for the Construction of Auburn Farms Park. (*First Reading*)  
Goal: Develop A More Robust Parks + Recreation Program Aligned with the Parks Master Plan  
Objective:

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### Summary

Consider Ordinance No. 1651: An Ordinance Authorizing the Interim City Administrator to Execute a Contract with Konell Construction & Demolition Corporation for \$2,090,927 for Auburn Farms Park.

### Background

The new Auburn Farms Park will provide additional recreational and outdoor opportunities for the existing and new neighborhoods in that area. During the City's recent comprehensive update to its Parks and Recreation Master Plan (adopted in 2022), both the residents and members of the Parks and Recreation Advisory Board advocated for the building of the new park.

The proposed project for the construction of a 2.73 acre City park located at 2041 North Locust Street in Canby and would create walking paths, playground equipment, benches, picnic area, tennis/pickleball court, basketball court, splash pad, and restrooms per the Park Master Plan.

### Discussion

On June 26, 2025, Canby Public Works advertised a request for proposal for the Auburn Farms Park Project. Of the 10 contractors that submitted bids, Konell Construction & Demolition Corporation submitted the lowest bid at \$2,090.927.

### Attachments

1. Ordinance No. 1651
2. Bid Opening Track Log
3. Auburn Farms Park Contract

### Fiscal Impact

The park will provide additional recreational and outdoor opportunities for both existing and new neighborhoods in that area.

### Options

1. Approve the contract for Auburn Farms Park.
2. Deny the contract with further instructions to staff.

**Recommendation**

It is recommended that the City Council approve the contract with Konell Construction & Demolition Corporation as presented.

**Proposed Motion**

"I move to approve **Ordinance No. 1651**, An Ordinance Authorizing the Interim City Administrator to Execute a Contract with Konell Construction & Demolition Corporation for \$2,090,927 for the Construction of Auburn Farms Park to a Second Reading on August 6, 2025."

## **ORDINANCE NO. 1651**

**AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH KONELL CONSTRUCTION & DEMOLITION CORPORATION IN THE AMOUNT OF \$2,090,927 FOR THE CONSTRUCTION OF AUBURN FARMS PARK.**

**WHEREAS**, the City of Canby has heretofore advertised and received ten (10) bids for the development of Auburn Farms Park Project;

**WHEREAS**, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on May 30, 2025;

**WHEREAS**, bids were received and open on June 26, 2025, at 2:00 pm in the Public Works Conference Room of the City of Canby and bids were read aloud; and

**WHEREAS**, Konell Construction & Demolition Corporation came in with the lowest bid in the amount of \$2,090,927;

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

Section1. The effective date of this Ordinance shall be September 5, 2025.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, July 16, 2025, ordered posted as required by the Canby City Charter, and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on August 6, 2025, commencing at the hour of 7:00 PM at the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, Canby, Oregon.

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Teresa Ridgley  
Deputy City Recorder

**PASSED** on the second and final reading by the Canby City Council at a regular meeting thereof on the August 6, 2025, by the following vote:

YEAS\_\_\_\_\_

NAYS\_\_\_\_\_

\_\_\_\_\_  
Brian Hodson  
Mayor

ATTEST:

\_\_\_\_\_  
Teresa Ridgley  
Deputy City Recorder

# City of Canby

Project Name: Amburn farm

Date: 6/26/25

Time: 2:00pm

	Bidder Name	Bid Amount	
1	First Cascade Corporation	\$ 2,384,585.00	4
2	Canby excavating	\$ 2,643,968.00	9
3	Conway Construction company	\$ 2,619,849.29	8
4	Civil west construction.	\$ 2,140,274.13	2
5	North Santiam paving co.	\$ 2,323,608.55	3
6	Woodburn Construction cm/ <sup>GC</sup> <del>LLC</del>	\$ 2,729,920.74	10
7	The Saunders co.	\$ 2,398,888.00	5
8	Paul Brothers	\$ 2,472,195.08	7
9	Western united civil group	\$ 2,410,663.50	6
10	Konell construction	\$ 2,090,927.00	1
11			
12			
13			
14			
15			
16			
17			
18			
19			

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# CITY OF CANBY

Auburn Farms Park

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## CONTRACT DOCUMENTS, GENERAL CONDITIONS & TECHNICAL SPECIFICATIONS

CLACKAMAS COUNTY, OREGON



**Harper  
Houf Peterson  
Righellis Inc.**

---

ENGINEERS ♦ PLANNERS  
LANDSCAPE ARCHITECTS ♦ SURVEYORS

---

**MAY 2025**



**CONTRACT DOCUMENTS, GENERAL CONDITIONS  
AND TECHNICAL SPECIFICATIONS**

# **CITY OF CANBY**

## **Auburn Farms Park**

**Clackamas County, Oregon**



EXPIRES: 12/31/2025

**May 2025**

Harper Houf Peterson Righellis Inc.  
530 Center Street NE Suite 240  
Salem, Oregon 97301





# CITY OF CANBY

## Auburn Farms Park

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## **NOTICE TO CONTRACTORS**

## **NOTICE TO CONTRACTORS**

## NOTICE TO CONTRACTORS

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The City of Canby Public Works Director will be receiving sealed bids for the Auburn Farms Park project until 2:00 PM on Thursday, June 19, 2025, at which time bidding will be closed.

Pursuant to ORS 279C.370(2), within two (2) working hours of the Bid Closing, all Bidders shall submit to the City a disclosure form as furnished with these bid documents identifying any first-tier subcontractors (those Entities that would be contracting directly with the prime contractor) that will be furnishing labor or materials on the Contract, if awarded, whose subcontract value would be equal to or greater than:

- Five percent of the total Contract Price, but at least \$15,000, or
- \$350,000 regardless of the percentage of the total Contract Price.

Bids and disclosure forms shall be addressed to Mr. Jerry Nelzen, Public Works Director, and delivered to Canby Public Works, 1470 NE Territorial, Canby, OR 97013. At 2:00 PM bids will be opened and read aloud in the conference room at Public Works. Only bids for which a disclosure form has been submitted within two (2) working hours of the Bid Closing date and time will be considered responsive.

The scope of work includes construction of a new City Park located at 2041 N Locust St, Canby, OR 97013 and improvements to the site frontage along N Locust St. Park improvements include playground equipment, splash pad, basketball court and hoop, asphalt path, asphalt parking, prefabricated restroom building, landscaping, site furnishings, irrigation and site utilities.

The estimated construction cost of this project is \$2.5 million.

Plans and specifications will be available on Friday, May 30, 2025, on the City of Canby's website (<https://www.canbyoregon.gov/rfps>). All questions related to the project shall be directed to Beau Braman, Harper Houf Peterson Righellis Inc, (971) 404-5433 and Spencer Polack, Public Works Supervisor, (503) 266-0780. Bid documents are also available for purchase through Precision Images (503) 274-2030.

No bid shall be received or considered unless the Bidder is registered with the Construction Contractors Board as required by ORS chapter 701.021.

To be considered, bids must be completed on the bidding forms provided, in the manner prescribed in the bidding documents and accompanied by a 5% bid security in favor of the City of Canby. Each bidder must indicate in the space provided on the Bid Form, whether they are a Resident or Non-Resident Bidder pursuant to ORS 279A.120.

This public works project is subject to the provisions of ORS 279C.800 to ORS 279C.870. By submission of a bid, each bidder certifies that Oregon Prevailing Wage Rates are included in the bid prices. Contractors need not be licensed for asbestos handling per ORS 468A.720 to complete this project. A pre-bid conference will not be held for this project.

The City of Canby reserves the right to reject any or all bids not in compliance with all prescribed public bidding procedures and requirements, may reject for good cause any and all bids upon a finding of the agency it is in the public interest to do so, and may waive all informalities. No bidder may withdraw or modify their bid prior to the lapse of a hundred and twenty (120) days after bid opening.



## **INSTRUCTIONS TO BIDDERS**

City Council Packet Page 61 of 186



## **INSTRUCTIONS TO BIDDERS**

City Council Packet Page 62 of 186

## **INSTRUCTIONS TO BIDDERS**

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### **ARTICLE 1 – WORK**

- 1.1 CONTRACTOR shall complete all work as specified or indicated in the contract documents:

**City of Canby  
Auburn Farms Park**

The Scope of Work consists of new City Park located at 2041 N Locust St, Canby, OR 97013 and improvements to the site frontage along N Locust St. Park improvements include playground equipment, splash pad, basketball court and hoop, asphalt path, asphalt parking, prefabricated restroom building, landscaping, site furnishings, irrigation and site utilities.

### **ARTICLE 2 - DEFINED TERMS**

- 2.1 Terms used in these Instructions to Bidders which are defined in the Standard Specifications and Special Provisions of the Construction Contract have the meanings assigned to them in the Standard Specifications and Special Provisions. The term "Bidder" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
- 2.2 "Standard Specifications" are defined as the 2024 Oregon Standard Specifications for Construction.
- 2.3 "Special Provisions" are defined as those special provisions attached to these Bid documents and expressly incorporated herein.

### **ARTICLE 3 - COPIES OF BIDDING DOCUMENTS**

- 3.1 Complete sets of Bidding Documents in the number and for the sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from ENGINEER.
- 3.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.3 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

### **ARTICLE 4 - QUALIFICATIONS OF BIDDERS**

- 4.1 Each bidder will be required to complete and submit a responsibility determination form in connection with their bid submission. The City will assess each bidder's responsibility in accordance with this submitted form and ORS 279C.375.
- 4.2 Bidders responding to this ITB do so solely at the bidder's expense; the City is not responsible for any bidder expenses associated with the ITB.

## **ARTICLE 5 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- 5.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work, if determined necessary in the Bidder's discretion, (c) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify ENGINEER of all conflicts, errors, or discrepancies in the Contract Documents.
- 5.2 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities or others, and OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 5.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the Standard Specifications and Special Provisions.
- 5.4 Before submitting a Bid each Bidder will be responsible to make or obtain such explorations, tests, and data concerning physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- 5.5 On request in advance, OWNER will provide each bidder access to the site to conduct such explorations and tests as Bidder deems necessary for submission of a Bid. Bidders shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations.
- 5.6 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other land designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.
- 5.7 The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this ARTICLE 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work to complete the project.

## **ARTICLE 6 - INTERPRETATIONS AND ADDENDA**

- 6.1 All questions about the meaning or intent of the Contract Documents are to be directed to the ENGINEER. Interpretations or clarifications considered necessary by the ENGINEER

in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than three days prior to the date for the opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 6.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

## **ARTICLE 7 - BID SECURITY**

- 7.1 Bid Security in the amount of five percent (5%) of the Base Bid must accompany each Bid proposal. Bid Security may be in the form of a surety bond or cashier's check, but if it is a surety bond, it must comply with the requirements of the Standard Specifications and Special Provisions. If a surety bond is submitted as Bid Security, it shall be written on EJCDC NO. C-430, Bid Bond, or similar instrument, and the attorney-in- fact who executes the bond shall affix to the bond a current copy of his power of attorney. Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.
- 7.2 The Bid security of the top three Bidders may be retained until the successful Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Securities will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within ten (10) days after the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom the OWNER believes to have a reasonable chance of receiving the award` may be retained by the OWNER until the earlier of the seventh day (7th) day after the Effective Date of the Agreement or the thirty-first (31<sup>st</sup>) day after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned. Bid Security and Bids which are not competitive will be returned within seven (7) days after the Bid opening.

## **ARTICLE 8 - CONTRACT TIME**

- 8.1 The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Agreement.

## **ARTICLE 9 - LIQUIDATED DAMAGES**

- 9.1 Provisions for liquidated damages are set forth in the Agreement. Delay damages will be assessed for failure to achieve substantial completion AND/OR final completion as defined in the Standard Specifications and Special Provisions. Liquidated damages shall be paid by the Contractor to the Owner, or the OWNER may withhold damages from any amounts due to the Contractor.

## **ARTICLE 10 - SUBSTITUTING "OR-EQUAL" ITEMS**

- 10.1 The materials and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. All materials and equipment shall be as specified "or equal", without regard

to the presence or lack of "or equal" verbiage in the specific specification unless noted otherwise. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the ENGINEER at least seven (7) days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment, or work that incorporation of the substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the Bidder. The ENGINEER'S decision of approval or disapproval of a proposed substitution shall be final. If ENGINEER approves any proposed substitution, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

## **ARTICLE 11 - SUBCONTRACTORS, SUPPLIERS AND OTHERS**

- 11.1 The OWNER may require the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to OWNER in advance of the Notice of Award. The apparent Successful Bidder, and any other Bidder if requested shall within seven (7) days after the Bid opening submit to the OWNER a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification of each such Subcontractor, Supplier, person, or organization if requested by the OWNER.

Playground Installer Qualifications: An entity that employs installers and supervisors who are trained, approved by the manufacturer and have a minimum of 5 years of experience installing playground equipment of similar size and quality.

Playground Inspector Qualification: Playground inspector shall be a Certified Playground Safety Inspector (CPSI) by National Park and Recreation Association. The Contractor shall pay for and supply the qualified playground inspector.

- 11.2 If OWNER or ENGINEER after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute in which case the apparent Successful Bidder shall submit an acceptable substitute, that Bidder's bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and OWNER may consider such price adjustment in evaluating Bids and making the contract award. If apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder.
- 11.3 Any Subcontractor, Supplier, other person, or organization listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER, subject to revocation of such acceptance after the Effective Date of the Agreement as provided in the Standard Specifications and Special Provisions.

- 11.4 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

## **ARTICLE 12 - BID FORM**

- 12.1 The Bid Form is included within the Contract Documents.
- 12.2 Bid Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in numerals.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 12.5 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- 12.6 A Bid by an individual shall show the Bidder's name and official address.
- 12.7 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.
- 12.8 All names must be typed or printed below the signature.
- 12.9 The bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 12.10 The CCB Registration, business address and telephone number for communications regarding the Bid must be shown.

## **ARTICLE 13 - SUBMISSION OF BIDS**

- 13.1 To be responsive, hard copies of bids shall be submitted at the time and place identified in the Advertisement or Invitation to Bid, be executed as detailed in these Instructions to Bidders and shall be enclosed in an opaque sealed envelope, marked with the Project Title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.
- 13.2 To be responsive CONTRACTOR must complete, sign, and submit the following documents:
- a. Bid Proposal
  - b. Bid Bond
  - c. First Tier Disclosure
  - d. Responsibility Determination

## **ARTICLE 14 - MODIFICATION AND WITHDRAWAL OF BIDS**

- 14.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where the Bids are to be submitted at any time prior to the opening of Bids.
- 14.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

## **ARTICLE 15 - BIDS OPENING AND ACCEPTANCE**

- 15.1 Bids will be opened at the Public Works Department office. An abstract of the amounts of the base Bids and major alternates (if any) may be made available to Bidders after the opening of the Bids. Bidders are encouraged to review the confidentiality statement incorporated into these Bid documents prior to the Bid opening.
- 15.2 All bids will remain subject to acceptance for a hundred and twenty (120) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

## **ARTICLE 16 - AWARD OF CONTRACT**

- 16.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER determines the Bidder to be not responsible per ORS 279C.375 and the attached responsibility determination form. In the event of discrepancy between the written and numerical amounts the written prices will govern. Discrepancies in the multiplication of units of Work and unit price will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 16.2 In evaluating Bids, OWNER will consider the bidder's level of responsibility, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 16.3 OWNER may consider the bidder's level of responsibility of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions.  
  
OWNER also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 16.4 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.

- 16.5 If the contract is to be awarded, the award will be based upon the lowest responsive/responsible bid for the total of the Basic Bid and such alternatives that in the sole judgement of the OWNER will best serve its interests.
- 16.6 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within a hundred and twenty (120) days after the Bid opening.
- 16.7 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

## **ARTICLE 17 - CONTRACT SECURITY**

- 17.1 Prior to execution of the Contract, the Bidder shall furnish separate bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder, each in an amount equal to 100 percent of the Contract Sum. The cost of the furnishing of such bonds shall be included in the Bid. The Surety issuing such bonds shall be licensed to issue bonds in the State of Oregon. Such bonds shall comply with the provisions of the Standard Specifications and Special Provisions.

## **ARTICLE 18 - SIGNING OF AGREEMENT**

- 18.1 When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by three unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within twenty-five (25) days thereafter, OWNER shall deliver one fully signed counterpart to Contractor. Each counterpart shall include a complete set of Drawings attached by reference. The Agreement shall not be negotiated prior to signing.

## **ARTICLE 19 - CONFERENCES**

### **19.1 PRE-BID CONFERENCE**

If a pre-bid conference is specified in the Notice to Contractors, it shall be non- mandatory. If so scheduled, representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective. The time and date of the pre-bid meeting will be provided by the Engineer.

### **19.2 PRECONSTRUCTION CONFERENCE**

Either before or soon after the actual award of the Contract (but in any event prior to the start of Work at the site), the Contractor or his representative, and his subcontractors, shall attend a Preconstruction Conference with representatives of the OWNER, the funding agencies, and the ENGINEER. The Conference will be held for review and acceptance of schedules referred to in the Standard Specifications and Special Provisions, to establish procedures for handling shop drawings and other submittal and for processing applications for payment, and to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed. The date, time, and place of the Conference will be furnished to the



Contractor by the OWNER. The Contractor will notify his subcontractors of the Conference and require their attendance.

## **ARTICLE 20 - IDENTIFICATION**

- 20.1 The word "OWNER" as used herein refers to the CITY OF CANBY, as identified in the proposal, with whom the CONTRACTOR will enter into an agreement for the work. The OWNER shall be responsible for actions requested by the ENGINEER including payment in accordance with the terms of the Contract.
- 20.2 The word "ENGINEER" as used throughout these documents refers to the firm of Harper Houf Peterson Righellis Inc. All correspondence, notifications, and requests of the OWNER by the CONTRACTOR shall be through the ENGINEER.
- 20.3 The word "CONTRACTOR" refers to the corporation, partnership or sole proprietorship which enters into a contractual obligation with the OWNER to complete the work. Subcontractors shall not be recognized.

## **ARTICLE 21 - FIRST-TIER SUBCONTRACTOR DISCLOSURE**

- 21.1 Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:
  - a. Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
  - b. Will have a contract value that is equal to or greater than five percent of the total project bid, or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.
- 21.2 The disclosure of first-tier subcontractors under this subsection must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in the form provided in this bid document.
- 21.3 If the Bidder will not be using any Subcontractors that are subject to the above disclosure requirements, you are required to indicate "NONE" on the accompanying form.
- 21.4 THE OWNER MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE, EVEN IF NO SUBCONTRACTORS ARE LARGE ENOUGH TO BE DISCLOSED PER ORS 279C.370(3).

## **ARTICLE 22- CONFIDENTIALITY STATEMENT**

- 22.1 The City of Canby abides by the public records laws of the State of Oregon. As such, bid documents are generally considered to be a matter of public record after the contract for work has been awarded. Information in a bid may or may not be considered to be exempt from public disclosure based on the following:
  - Trade secrets as identified in ORS 192.345(2);
  - Information submitted in confidence as identified in ORS 192.355(2).
- 22.2 If Bidder believes any portion of its bid contains information considered a trade secret under ORS 192.345(2), or otherwise is exempt from disclosure under the Oregon Public

Records Law, ORS 192.311 through 192.478, each page containing such information must include the following:

“This data is exempt from disclosure under the Oregon Public Records Law pursuant to ORS 192 and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS 192.311 through 192.478.”

- 22.3 Identifying the bid in whole as exempt from disclosure is not acceptable. Cost information submitted in response to an ITB is generally not considered a trade secret under Oregon Public Records Law. If bidder fails to identify the portions of the Bid which Bidder claims are exempt from disclosure, bidder is deemed to have waived any future claim of non-disclosure of that information.

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## **BID PROPOSAL**

## BID PROPOSAL

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To: Mr. Jerry Nelzen \_\_\_\_\_, 2025  
Public Works Director  
City of Canby  
1470 NE Territorial Rd  
Canby, OR 97013

The undersigned is a (indicate one):

\_\_\_\_\_ RESIDENT          \_\_\_\_\_ NON-RESIDENT

bidder as defined by ORS 279A.120, structured as (check one of the following and insert information requested):

\_\_\_\_\_ a. A Corporation organized and existing under laws of the State of \_\_\_\_\_; or

\_\_\_\_\_ b. A Partnership registered under the laws of the State of \_\_\_\_\_; or

\_\_\_\_\_ c. An individual doing business under an assumed name registered under the laws of the State of \_\_\_\_\_.

The undersigned bidder declares that the only persons or parties interested in this proposal are those named herein, that this proposal is in all respects fair and without fraud and that it is made without collusion with any representatives of the OWNER.

The bidder further declares that: a) they have examined the plans, specifications, and other proposed contract documents; b) they have determined the extent, character, and location of the proposed Work, the nature and type of excavation to be done, the location and condition of existing streets and roadways giving access to the site of the Work, and topography of the site of the Work; and c) they chose to personally inspect the site of the Work and have satisfied themselves as to the conditions of the Work and understands the listing of materials as included herein is brief and is intended only to associate the said quantities with detailed requirements of the contract documents.

The bidder does hereby propose to furnish all materials, tools, equipment, and appliances, and to perform all labor and work necessary to construct and complete the project entitled:

**City of Canby  
AUBURN FARMS PARK**

and all specified work appurtenant thereto, and in connection with this project for the OWNER with the time limit specified, and in accordance with plans, specifications and change order documents prepared by the ENGINEER for the sums set forth in the following schedule of prices, it being understood that the unit prices are independent of the exact quantities involved and that they represent a true measure of the labor and materials required to perform the Work.

The successful bidder agrees that if this proposal is accepted, bidder will execute the required documents and supply the required submittal information as specified herein, within the time frames established herein.

The successful bidder agrees to be substantially complete with all work within **210** calendar days of the Notice to Proceed and achieve final completion within 30 calendar days after issuance of the Certificate of Substantial Completion including punch list items.

In the event the successful bidder fails to achieve Substantial Completion or Final Completion of the project within the time limits specified or extended time limits as agreed upon, liquidated damages shall be paid to the OWNER or deducted from amounts due the Contractor, at the rate of Six Hundred Dollars (\$600.00) per calendar day until Substantial Completion is achieved, and/or until Final Completion is achieved. Sundays and legal holidays shall be excluded in determining the number of days in default.

**BID SCHEDULE – AUBURN FARMS PARK:**

ITEM	SPEC	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
<b>Part 00200 - Temporary Features and Appurtenances</b>						
1	0210	Mobilization	L.S.	1		
2	0221	Temporary Work Zone Traffic Control, Complete	L.S.	1		
3	0280	Erosion Control	L.S.	1		
4	0280	Construction Entrance, Type 1	Each	1		
5	0280	Concrete Washout Facility	Each	1		
6	0280	Inlet Protection, Type 3	Each	8		
<b>Part 00300 - Roadwork</b>						
7	0305	Construction Survey Work	L.S.	1		
8	0310	Asphalt Pavement Sawcutting	L.F.	210		
9	0320	Clearing and Grubbing	L.S.	1		
10	0330	General Excavation	C.Y.	5,390		
11	0331	12 Inch Subgrade Stabilization	S.Y.	120		
<b>Part 00400 - Drainage and Sewers</b>						
12	0415	Mainline Video Inspection	L.F.	795		
13	0430	4 Inch Drain Pipe	L.F.	215		
14	0430	12 Inch ADS AdvanEdge Flat Pipe	L.F.	420		
15	0445	4 Inch PVC Storm Sewer Pipe	L.F.	14		

16	0445	6 Inch PVC Storm Sewer Pipe	L.F.	45		
17	0445	8 Inch PVC Storm Sewer Pipe	L.F.	476		
18	0445	4 Inch PVC Sanitary Sewer Pipe	L.F.	48		
19	0445	6 Inch PVC Sanitary Sewer Pipe	L.F.	226		
20	0470	Storm Sewer Cleanout	Each	5		
21	0470	Catch Basin	Each	2		
22	0470	Catch Basin, Beehive Inlet	Each	4		
23	0470	Concrete Manhole, 48" Drywell	Each	1		
24	0470	NDS Flo-Well Drywell	Each	1		
25	0470	Sanitary Sewer Cleanout	Each	5		
26	0470	Catch Basin, Splash Pad Area Drain	Each	1		
27	0490	Adjusting Boxes	Each	1		
28	0490	Connection to Existing Structures	Each	1		
<b>Part 00600 - Bases</b>						
29	0640	Aggregate Base	TON	1,210		
<b>Part 00700 - Wearing Surfaces</b>						
30	0744	Level 2, 1/2" ACP Mixture	TON	290		
31	0749	Asphalt Walks	S.F.	13,147		
32	0759	Concrete Curb, Standard Vertical Curb	L.F.	981		
33	0759	Concrete Curb, Monolithic Curb & Gutter	L.F.	170		
34	0759	Concrete Curb, Modified Mountable Curb	L.F.	20		
35	0759	Concrete Driveways, Reinforced	S.F.	504		
36	0759	Concrete Walks	S.F.	18,147		
37	0759	Extra for New Curb Ramps	Each	2		
38	0759	Truncated Domes on New Surfaces	S.F.	28		

Part 00800 - Permanent Traffic Safety and Guidance Devices						
39	0815	Removable Bollards	Each	2		
40	0860	Longitudinal Pavement Markings - Paint	L.F.	421		
41	0867	Pavement Legend, Type E: Disabled Parking	Each	2		
42	0867	Pavement Legend, Type E: "NO PARKING"	Each	1		
43	0869	Curb Marking, Paint	L.F.	170		
Part 00900 - Permanent Traffic Control and Illumination Systems						
44	0905	Remove and Reinstall Existing Signs	L.S.	1		
45	0930	Perforated Steel Square Tube Anchor Sign Supports	L.S.	1		
46	0940	Signs, Standard Sheeting, Sheet Aluminum	S.F.	14		
47	0960	Site Electrical System, Complete	L.S.	1		
Part 01000 - Right of Way Development and Control						
48	1030	Permanent Seeding	Acre	0.15		
49	1030	Water Quality Seeding	Acre	0.04		
50	1030	Lawn Seeding	Acre	0.78		
51	1040	Topsoil	C.Y.	1,140		
52	1040	Deciduous Trees, 1.5" Cal.	Each	42		
53	1040	Shrubs and Groundcover, 5 Gal.	Each	211		
54	1040	Shrubs and Groundcover, 1 Gal.	Each	611		
55	1040	Groundcover, 4" Pots	Each	345		
56	1040	Bark Mulch	C.Y.	88		
57	1050	CL-6 Black Vinyl Coated Chain Link Fence with Privacy Slats	L.F.	1,376		
58	1050	4 Foot x 72 Inch Chain Link Single Gates	Each	1		
59	1095	Benches	Each	13		
60	1095	Picnic Tables	Each	15		



61	1095	Refuse Receptacles	Each	8		
62	1095	Bicycle Racks	Each	3		
63	1095	Gazebo	Each	3		
64	1095	Pet Waste Station	Each	2		
65	1095	Drinking Fountain	Each	2		
66	1095	Prefabricated Restroom	Each	1		
67	1095	Splash Pad	L.S.	1		
68	1095	Basketball Court	L.S.	1		
69	1095	Synthetic Turf Surfacing - Pad	S.F.	5,991		
70	1095	Synthetic Turf Surfacing - No Pad	S.F.	3,609		
71	1095	Playground Equipment	L.S.	1		
72	1095	Soccer Goal	L.S.	1		
73	1095	Precast Concrete Wheelstop	Each	10		
<b>Part 01100 - Water Supply Systems</b>						
74	1120	Irrigation System	L.S.	1		
75	1140	3/4 Inch Potable Water Pipe, Fittings and Couplings with Class A Backfill	L.F.	407		
76	1140	2 Inch Potable Water Pipe, Fittings and Couplings with Class B Backfill	L.F.	113		
77	1150	2 Inch Double Check Valve Backflow Prevention Assembly	Each	1		
78	1170	2 Inch Water Service Connection Piping	L.F.	38		
<b>TOTAL</b>						

Accompanying herewith is Bid Security, which is equal to five percent (5%) of the total amount of the Basic Bid.

The undersigned agrees, if awarded the Contract, to execute and deliver to the OWNER within fifteen (15) days after receiving the Contract forms, an Agreement and satisfactory Construction Performance and Construction Payment Bonds each in an amount equal to one hundred percent (100%) of the Contract sum, using forms provided therefor by the OWNER. The Surety requested to issue the Construction Performance Bond and Payment Bond will be:

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Agent Name & Phone Number)

The undersigned hereby authorizes said Surety to disclose any information to the OWNER concerning the undersigned's ability to supply a Construction Performance Bond in the amount of the Contract.

The undersigned certifies that (1) this Bid has been arrived at independently and is being submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the Advertisement for Bids designed to limit independent bidding or competition, (2) the contents of this Bid have not been communicated by the undersigned or its employees or agents to any person not an employee or agent of the undersigned or its surety on any bond furnished with the Bid and will not be communicated to such person prior to the official opening of the bids, and (3) if awarded the Contract, he will commence work within ten (10) calendar days after the date of Notice to Proceed and that he will complete the Work within the specified number of days set forth in the Agreement.

The undersigned certifies that he has received and duly considered the following Addenda to the specifications.

Addenda: N o . \_\_\_\_\_to No. \_\_\_\_\_inclusive.

The undersigned agrees if awarded the Contract, that he will comply with the provisions of the Contract Documents and will comply with the provisions of ORS 279C.800 and Oregon Prevailing Wage Rates.

Name of Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. / Email Address \_\_\_\_\_ / \_\_\_\_\_

Construction Contractors Board No. # \_\_\_\_\_

If Corporation,

Attest: \_\_\_\_\_

Secretary of Corporation

\*If bid is by a partnership, then one of the partners must sign the bid.



## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: _____ Address ( <i>principal place of business</i> ): _____	<b>Surety</b> Name: _____ Address ( <i>principal place of business</i> ): _____
<b>Owner</b> Name: _____ Address ( <i>principal place of business</i> ): _____	<b>Bid</b> Project ( <i>name and location</i> ): _____  Bid Due Date: _____
<b>Bond</b> Penal Sum ( <i>amount</i> ): _____ Date of Bond: _____	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
<i>(Full formal name of Bidder)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature) (Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	
<b>EJCDC® C-430, Bid Bond (Penal Sum Form).</b> <b>Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,</b> <b>and American Society of Civil Engineers. All rights reserved.</b> <b>Page 1 of 2</b>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

## **FIRST-TIER DISCLOSURE STATEMENT**

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# FIRST-TIER SUBCONTRACTOR DISCLOSURE



PROJECT NAME: \_\_\_\_\_

BID #: \_\_\_\_\_

BID CLOSING: Date: \_\_\_\_\_ Time: \_\_\_\_\_

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed.  
(ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1)	\$	
(2)	\$	
(3)	\$	
(4)	\$	
(5)	\$	
(6)	\$	
(7)	\$	
(8)	\$	
(9)	\$	

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone no.: (     ) \_\_\_\_\_

- ORS 279C.370 First-tier subcontractor disclosure.** (1)(a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:
- (A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
  - (B) Will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.
    - (b) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.
    - (c) This subsection applies only to public improvement contracts ("**projects**") with a value, estimated by the contracting agency, of more than **\$100,000**.
    - (d) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.335 (2).
- (2) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following [above] form:
- (3) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a non-responsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.
  - (4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.
  - (5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585.
  - (6) A subcontractor may file a complaint under ORS 279C.590 based on the disclosure requirements of subsection (1) of this section.

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## **CONTRACT FOR CONSTRUCTION**

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## **CONTRACT FOR CONSTRUCTION**

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## CONTRACT FOR CONSTRUCTION

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THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2025 by and between

City of Canby

(hereinafter called OWNER) and

(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents:

#### **City of Canby AUBURN FARMS PARK**

The scope of work includes construction of a new City park located at 2041 N Locust St, Canby, OR 97013 and improvements to the site frontage along N Locust Street. Park improvements include playground equipment, splash pad, basketball court and hoop, asphalt path, asphalt parking, prefabricated restroom building, landscaping, site furnishings, irrigation and site utilities. The estimated construction cost of this project is \$2.5 million.

### ARTICLE 2 - ENGINEER

The Project has been designed by Harper Houf Peterson Righellis Inc, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### ARTICLE 3 - CONTRACT TIME

- 3.1 The Work will be substantially completed within 210 calendar days following Notice to Proceed and ready for final payment within 30 days after the date when the issuance of the Certificate of Substantial Completion including punch list items.
- 3.2 Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the Standard Specifications. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER or the OWNER may withhold from amounts due the CONTRACTOR Six Hundred Dollars (\$600.00) for each day that expires after the time specified in paragraph 3.1. for Substantial Completion until the Work is substantially complete AND/OR for each day of delay beyond the deadline for Final Completion.

### ARTICLE 4 - CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents

in current funds by check, an amount totaling

\_\_\_\_\_Dollars

(\$\_\_\_\_\_) as shown in the attached Bid Proposal

## **ARTICLE 5 - PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with the Standard Specifications and Special Provisions. Applications for Payment will be processed by OWNER as provided in the Standard Specifications and Special Provisions.

5.1 Progress Payments: Progress payments shall occur in accordance with ORS 279C.570 and the Standard Specifications.

5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to:

- a. 95% of the Work completed; and
- b. 95% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the value of the Contract Work completed, less such amounts as OWNER shall determine in accordance with the Standard Specifications and Special Provisions.

5.2 Final Payment: Upon final completion and acceptance of the Work in accordance with the Standard Specifications and Special Provisions, OWNER shall pay the remainder of the value of the Contract Work completed as provided in the Standard Specifications and Special Provisions.

## **ARTICLE 6 - INTEREST**

All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project, when requested in accordance with ORS 279C.570

## **ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

## **ARTICLE 8 - CONTRACT DOCUMENTS**

- 8.1 Any Modification, including Change Orders, duly delivered after execution of Agreement.
- 8.2 This Agreement
- 8.3 Exhibits to this Agreement
- 8.4 Performance and other Bonds
- 8.5 Notice of Award
- 8.6 Special Provisions
- 8.7 Standard Specifications
- 8.8 Drawings & Specifications bearing the following general title:

City of Canby  
AUBURN FARMS PARK

8.9 Addenda numbers \_\_\_\_\_

8.10 Contractor's Bid.

There are no Contract Documents other than those listed above in this ARTICLE 8. The Contract Documents may only be altered, amended, or repealed by a Modification. In the event of a conflict between the Contract Documents, they shall be interpreted in the order listed above.

## **ARTICLE 9 - MISCELLANEOUS**

- 9.1 Terms used in this Agreement which are defined in the Standard Specifications and Special Provisions shall have the meanings indicated in the Standard Specifications and Special Provisions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically by without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each bind himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 In the event a suit, arbitration or other legal action is required by either the OWNER or the CONTRACTOR to enforce any provisions of this Agreement, each party shall cover their own attorney's fees.

IN WITNESS WHEREOF, the parties hereto have signed three counterparts of this Agreement.

This Agreement will be effective on \_\_\_\_\_, 2025.

Owner:

**City of Canby  
P.O. Box 930  
Canby, OR 97013**

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Contractor:

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices:

## **CONSTRUCTION PERFORMANCE BOND**

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## **CONSTRUCTION PERFORMANCE BOND**

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## PERFORMANCE BOND

<b>Contractor</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: Mailing address <i>(principal place of business)</i> :	<b>Contract</b> Description <i>(name and location)</i> :  Contract Price: Effective Date of Contract:
<b>Bond</b> Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows:

## **CONSTRUCTION PAYMENT BOND**

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## **CONSTRUCTION PAYMENT BOND**

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## PAYMENT BOND

<b>Contractor</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: Mailing address <i>(principal place of business)</i> :	<b>Contract</b> Description <i>(name and location)</i> :  Contract Price: Effective Date of Contract:
<b>Bond</b> Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i> _____	<i>(Full formal name of Surety) (corporate seal)</i> _____
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.



8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows:

## **PREVAILING WAGE RATE FORMS**

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## **PREVAILING WAGE RATE FORMS**

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## **PREVAILING WAGE RATES FOR PUBLIC WORKS CONSTRUCTION**

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This project is subject to the State of OREGON BOLI Prevailing Wage Rates, effective as of the date of the Agreement effective date, which are incorporated by reference.

The current Prevailing Wage Rate Book is available online and can be viewed and printed in its entirety at:

**<http://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>**

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## RESPONSIBILITY DETERMINATION FORM

Please complete the following and return with your bid submission. For any box not checked, please attach an explanation or other documentation to accompany such statement.

I certify that bidder (please mark any that are applicable):

☐ Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or has the ability to obtain the resources and expertise, necessary to meet all project responsibilities.

☐ Holds current licenses that businesses or service professionals operating in this state must hold in order to undertake or perform the work specified in the contract.

☐ Is covered by liability insurance and other insurance in amounts required in the solicitation documents.

☐ Has disclosed the bidder's first-tier subcontractors in accordance with ORS 279C.370.

☐ Has completed previous contracts of a similar nature with a satisfactory record of performance. For purposes of this subparagraph, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the bidder's control, the bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner.

☐ Has a satisfactory record of integrity. The City in evaluating the bidder's record of integrity may consider, among other things, whether the bidder has previous criminal convictions for offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the bidder's performance of a contract or subcontract.

☐ Is legally qualified to contract with the City.

☐ Complied with the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318.

☐ Supplied all necessary information in connection with the inquiry concerning responsibility.

[ ] Does not owe a liquidated and delinquent debt to the state.

Bidder Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



## **SPECIAL PROVISIONS**



## CITY COUNCIL Staff Report

Meeting Date: 7/16/2025

To: The Honorable Mayor Hodson & City Council

Thru: Randy Ealy, Interim City Administrator

From: Don Hardy, Planning Director

Agenda Item: Consider **Ordinance No. 1652**, An Ordinance Authorizing the Interim City Administrator to Amend the Contract Adopting for the Comprehensive Plan, Transportation System Plan and Urban Growth Boundary Scope of Work and Budget for FY 25/26. *(First Reading)*

---

### **Summary**

The comprehensive plan, transportation system plan and urban growth boundary expansion work is continuing in FY 25/26 with the 3J Consulting services to include the comprehensive plan and transportation system plan adoption for the current city limits and current urban growth boundary. The urban growth boundary expansion application and adoption of the new system development fees are included in this work. The FY 25/26 Planning Department budget accounted for the \$82,140 amendment as professional/technical services in the approved Canby budget. The contract amendment is for continued related work anticipated as part of the original RFP for the comprehensive plan, transportation system plan and urban growth boundary expansion.

### **Background**

The initial comprehensive plan work started in 2022 with the city issuance of a Request for Proposal (RFP) for the update to the Canby Comprehensive Plan and Transportation System Plan on September 19, 2022. The city selected and awarded the work to 3J Consulting on October 5, 2022. The comprehensive plan and the transportation system plan fiscal year contracts to 3J Consulting, include FY 22/23 totaling \$177,576 and FY 23/24 totaling \$523,068, FY 24/25 totaling \$228,938 and continued work based on the RFP tasks are needed in FY25/26, totaling \$82,140. Work completed to date includes, community visioning and community summits and listening sessions, technical advisory committee and transportation advisory committee work, on-line surveys, community conversations, transportation system plan chapter development, draft comprehensive plan chapters and policies, urban growth boundary expansion work, housing efficiency code draft updates, draft system development charge updates and economic opportunity analysis and housing needs analysis adoption.

Planning staff have received three Department of Land Conservation and Development (DLCD) grants (\$189,00) and will be receiving a (\$250,000) grant from the Oregon Department of Transportation for concept planning which has reduced the amount of expense to Canby. Additionally, planning staff will be submitting two additional DLCD grants related to the urban growth boundary expansion this summer.

### **Attachments**

Ordinance No. 1652

Exhibit A, FY 25/26 Comprehensive Plan Scope of Work

**Fiscal Impact**

The total FY 25/26 budget is \$82,140, accounted for in the Planning Department approved FY25/26 Canby budget as professional/technical services.

**Options**

Approve or Deny the budget request.

**Proposed Motion**

"I motion to Consider **Ordinance No. 1652**, An Ordinance Authorizing the Interim City Administrator to Amend the Contract Adopting for the Comprehensive Plan, Transportation System Plan and Urban Growth Boundary Scope of Work and Budget for FY 25/26 to a second reading on August 6, 2025."

**ORDINANCE NO. 1652**

**AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO AMEND THE CONTRACT FOR THE COMPREHENSIVE PLAN, TRANSPORTATION PLAN, AND UGB WORK WITH 3J CONSULTING.**

**WHEREAS**, City issued a Request for Proposal (RFP) for update to the Canby Comprehensive Plan, Transportation System Plan and Urban Growth Boundary expansion on September 19, 2022, and selected and awarded the work to 3J Consulting to complete the work on October 5, 2022;

**WHEREAS**, contracts for the comprehensive plan, transportation system plan and urban growth boundary expansion have been issued to 3J consultants for FY 22/23 totaling \$177,576 and for FY 23/24 totaling \$523,068, and for FY 24/25 totaling \$228,938 and continued work based on the RFP tasks is needed in FY 25/26;

**WHEREAS**, the FY 25/26 continued comprehensive plan, transportation system plan and urban growth boundary expansion work totals \$82,140; and

**WHEREAS**, the FY 25/26 budget accounted for this budget related to the comprehensive plan, transportation system plan and urban growth boundary expansion.

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

**Section 1.** In addition to the amounts identified in the recitals above, the City of Canby City Council hereby authorizes approval for the FY 25/26 totaling \$82,140 for comprehensive plan, transportation system plan and urban growth boundary expansion work as described in Exhibit A.

**Section 2.** The effective date of this Ordinance shall be September 5, 2025.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, July 16, 2025 ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, August 6, 2025, commencing at the hour of 7:00 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor Canby, Oregon.

---

Teresa Ridgley  
Deputy City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on August 6, 2025, by the following vote:

YEAS\_\_\_\_\_

NAYS\_\_\_\_\_

\_\_\_\_\_  
Brian Hodson  
Mayor

ATTEST:

\_\_\_\_\_  
Teresa Ridgley  
Deputy City Recorder

# Exhibit A

## Comprehensive Plan and Transportation System Plan Update

### Fiscal Year 2025-26 Scope of Work Amendments

#### July 2025 – June 2026

### Task 1 – Project Management

#### 1.1 Project Administration

Consultant will maintain project files to include documentation related to the Project, including but not limited to computations, assumptions, meeting minutes, working drawings, correspondence and memoranda. Consultant should prepare and maintain a Project management team (PMT) website (using web-based tools) that includes communication, PMT roster, draft and revised schedules, online discussion topics, and deliverables.

#### 1.5 Regular Project Management Team (PMT) Meetings and Project Assessment

Consultant will organize, participate, co-lead (with the City) and summarize online project management team meetings. These calls will be conducted approximately every two weeks for the duration of the planning process and will integrate both the Comprehensive and TSP efforts. Consultant will provide a summary of key decisions and action items after each meeting.

#### 1.6 Additional Communication and Coordination

In addition to the tasks described above the Consultant project manager will regularly communicate and coordinate with City staff and other team members regarding the status of and plans for current and upcoming project deliverables and activities. This will be done via email, telephone and online meeting communication.

### CP Task 5 – Short-Term Action Planning

#### Task 5.1.5 | Study Documentation and Presentation

Finalization and adoption of parks, transportation, sewer, and storm SDCs.

- Coordination meetings with City Staff. Up to 12 one hour phone meetings, and this will include coordination with the Oregon State Department of Land Conversation and Development staff regarding UGB park acreage needs.
- Stakeholder presentations. Up to 2 presentations to various boards or developer groups.
- Council work sessions/presentations. Up to 3 presentations.
- Council adoption hearings. Up to 2 hearings.
- Work has included tasks not previously accounted for including three parks advisory group meetings and one city council work session, which has advanced the park SDC development based on a new 20-year parks project list, provided strategy assistance for the Canby Housing Production Strategy and defined parks acreage for the urban growth boundary expansion.

### CP Task 6 – Updated Comprehensive Plan Document

#### 6.1 Preliminary Draft Comprehensive Plan and Action Plan

Consultant will prepare a Preliminary draft of the Comprehensive Plan in Microsoft Word, including updated text, maps and policies. This work includes an updated Comprehensive Plan map. The Action Plan prepared in Task 5 will be a companion document to the Comprehensive Plan.

Consultant will prepare a document template to be used for each Comprehensive Plan chapter. It will indicate the proposed page layout, fonts, colors, and other recommended graphic styles. Consultant will revise this template, as needed, prior to creating the draft Comprehensive Plan in Task 6.2.

## CP Task 7 – Adoption Process

### 7.3 Additional UGB Updates

Consultant will participate in an additional City Council hearing and make an extra round of UGB revisions to incorporate parks and respond to other emerging information.

#### FY 25-26 BUDGET

Task	3J	DKS	FCS	TOTAL
1. Project Management	\$20,000	\$13,140		\$33,140
CP5. Short-Term Action Planning			\$29,000	
CP6. Comp Plan Map Updates	\$8,000			\$8,000
CP7. Comp Plan Adoption	\$12,000			
<b>TOTAL</b>	<b>\$40,000</b>	<b>\$13,140</b>	<b>\$29,000</b>	<b>\$82,140</b>



## CITY COUNCIL Staff Report

Meeting Date: 7/16/2025

To: The Honorable Mayor Hodson & City Council  
Thru: Randy Ealy, Interim City Administrator  
From: Todd Wood, Transit, Fleet Services, & IT Director  
Agenda Item: Consider **Ordinance No. 1653**, An Ordinance Authorizing the Interim City Administrator to Purchase One Utility Truck for Canby Area Transit from Landmark Ford. (*First Reading*) Goal:  
Goal: Plan a Transportation System that Eases the Impacts of Growth  
Objective: N/A

---

### Summary

Canby Area Transit (CAT) seeks authorization to purchase one (1) Ford F-250 Utility Truck to assist with Maintenance and Fleet services.

### Background

Canby Area Transit (CAT) currently has one sedan that has reached the end of its useful life and is no longer suitable for meeting the operational and maintenance needs of the Transit Department. As a result, Transit staff must rely on borrowing vehicles—typically trucks—from the Public Works or Parks departments to perform necessary repairs and maintenance at transit facilities and locations.

### Discussion

CAT provides an essential service, primarily supporting Canby residents who lack reliable transportation for basic needs such as employment, education, medical appointments, and shopping. Relying on the availability of in-demand vehicles from other departments—such as Public Works and Parks—not only affects Canby Area Transit (CAT) service schedules, it disrupts the operations of those departments.

Purchase of a dedicated CAT utility vehicle will enable transit and fleet staff to carry out repairs and maintenance more efficiently, minimize delays, and improve overall service delivery across departments.

Due to limited dealership availability and the current availability of the vehicle, we are requesting that this ordinance be adopted with an emergency clause. If we do not proceed with the purchase as soon as possible, there is a high likelihood of a price increase and potential delays in vehicle delivery. Acting quickly will allow us to secure the vehicle at the current cost and ensure timely procurement to meet operational needs.

### Attachments

- Ordinance No. 1653
- Price Quote from Landmark Ford
- Photo of style of vehicle that will be purchased

### Fiscal Impact

CAT has budgeted \$75,000.00 in fiscal year 2025-2026 to purchase a new maintenance truck. All funds were obtained through the Canby Area Transit Payroll Tax.



### **Recommendation**

Staff recommends that the City Council authorize staff to execute and issue, on behalf of the City of Canby (Canby Area Transit), the necessary Purchase Order with Landmark Ford.

### **Authorization Request:**

Approval to issue a Purchase Order for one (1) Ford F-250 Utility Truck from Landmark Ford in the amount of \$69,156.37.

### **Proposed Motion**

"I Move to Approve **Ordinance No. 1653**, An Ordinance Authorizing the Interim City Administrator to Purchase One Utility Truck for Canby Area Transit from Landmark Ford to a Second Reading on August 6, 2025, and Declaring an Emergency."

**ORDINANCE NO. 1653**

**AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO PURCHASE ONE (1) F-250 SUPER DUTY UTILITY TRUCK FOR CANBY AREA TRANSIT FROM LANDMARK FORD AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Canby, through Canby Area Transit (CAT), intends to purchase one (1) F-250 Utility Truck to support Maintenance and Fleet Services;

**WHEREAS**, the funding for this vehicle purchase is included in the adopted budget for Fiscal Year 2025–2026 for the City of Canby; and

**WHEREAS**, the purchase complies with the State of Oregon Single Source Price agreement Buyers Guide to which Landmark Ford is an Awarded Vendor.

**NOW, THEREFORE, THE CITY OF CANBY ORDAINS AS FOLLOWS:**  
The Interim City Administrator is hereby authorized and directed to make, execute, and deliver in the name of the City of Canby (Canby Area Transit), and on its behalf, the appropriate Purchase Order (contract) with Landmark Ford for the purchase of one (1) F-250 Ford Utility Truck for a total Purchase Order Amount: Sixty-Nine Thousand One Hundred Fifty-Six Dollars and Thirty-Seven Cents (\$69,156.37).

**Section 1.** The effective date of this Ordinance shall be August 6, 2025.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, July 16, 2025 ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, August 6, 2025, commencing at the hour of 7:00 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor Canby, Oregon.

---

Teresa Ridgley  
Deputy City Recorder

**PASSED** on the second and final reading by the Canby City Council at a regular meeting thereof on August 6, 2025, by the following vote:

YEAS\_\_\_\_\_

NAYS\_\_\_\_\_


---

Brian Hodson  
Mayor

ATTEST:

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Teresa Ridgley  
Deputy City Recorder



ford.com

VEHICLE DESCRIPTION

SUPER DUTY

2025 F250 SRW 4X4 SUPERCAB XL 164" WB STYLESIDE 6.8L DEVCT NA PFI V8 ENGINE 10-SPEED AUTO TORQSHIFT-G

SE

D10534

EXTERIOR

OXFORD WHITE

INTERIOR

MEDIUM DARK SLATE CLOTH

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- DOOR HANDLES - BLACK
- HEADLAMPS - AUTOLAMP (ON/OFF)
- TOW HOOKS
- TRAILER SWAY CONTROL
- TRAILER TOW MIRRORS
- WIPERS- INTERMITTENT

INTERIOR

- 4.2" PRODUCTIVITY SCREEN
- AIR COND, MANUAL FRONT
- CLOTH SUN VISORS
- DRIVER SEAT-MANUAL LUMBAR
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- POWER LOCKS AND WINDOWS
- STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS

FUNCTIONAL

- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- MANUAL LOCKING HUBS
- MONO BEAM COIL SPRING FRT SUSPENSION W/STAB BAR
- REAR VIEW CAMERA
- REMOTE KEYLESS ENTRY
- SYNC®4 W/8" SCREEN

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURE PKG 1 YR INCLUDED
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE

OPTIONAL EQUIPMENT/OTHER

PREFERRED EQUIPMENT PKG.600A

10-SPEED AUTO TORQSHIFT-G

FRONT LICENSE PLATE BRACKET

XL OFF-ROAD PACKAGE

.33" OFF ROAD LT285/70R17 AT

.3.73 ELECTRONIC-LOCKING AXLE

.SKID PLATES

PLATFORM RUNNING BOARDS

10000# GVWR PACKAGE

50 STATE EMISSIONS

BACKGLASS DEFROST

PRO POWER ONBOARD - 2KW

POWER SLIDING REAR WINDOW

SPARE TIRE AND WHEEL

TRAILER BRAKE CONTROLLER

INTERIOR WORK SURFACE

JACK

UPFITTER SWITCHES

HEAVY SERVICE FRONT SUSPENSION

DUAL BATTERY

CLOTH 40/20/40 SEAT

PRIVACY GLASS

(MSRP)

NO CHARGE

NO CHARGE

995.00

445.00

NO CHARGE

985.00

405.00

NO CHARGE

300.00

140.00

230.00

125.00

210.00

100.00

100.00

PRICE INFORMATION

BASE PRICE

\$50,635.00

TOTAL OPTIONS/OTHER

4,035.00

TOTAL VEHICLE & OPTIONS/OTHER

54,670.00

DESTINATION & DELIVERY

2,095.00

(MSRP)

LANDMARK FORD STATE CONTRACT 1660 PRICE

\$52,979.00 TRUCK

\$15,492.00 SERVICE BODY w/ Ladder Rack

\$264.90 PRIV TAX

\$253.47 CAT TAX

\$167.00 E-PLATES

\$69,156.37 TOTAL

California Air Resources Board

Gasoline Vehicle

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see [www.arb.ca.gov/ep\\_label](http://www.arb.ca.gov/ep_label).

Protect the environment. Choose vehicles with higher ratings:

Greenhouse Gas Rating (tailpipe only)

A+

D

Cleaner

Smog Rating (tailpipe only)

A+

D

Cleaner

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.

CALIFORNIA AIR RESOURCES BOARD

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

Not Rated

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash

Driver Passenger

Not Rated

Not Rated

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash

Front seat Rear seat

Not Rated

Not Rated

Based on the risk of injury in a side impact.

Rollover

Not Rated


Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). [www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236


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\*Based on 1977–2024 CY total sales. \*\*FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.

	RAMP ONE		TOTAL MSRP \$56,765.00
	RD42	RAIL	
	RAMP TWO	ITEM #: 74-J305 O/T 2	<div><div></div><div>Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit <a href="http://www.ford.com/finance">www.ford.com/finance</a>.</div></div>
	This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.		
			SC112 N RB 2X 525 003690 03 11 25


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rates may apply. Text HELP for help



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## CITY COUNCIL Staff Report

Meeting Date: 7/16/2025

To: The Honorable Mayor Hodson & City Council  
Thru: Randy Ealy, Interim City Administrator  
From: Jamie Stickel, Economic Development Director  
Agenda Item: Consider **Resolution No. 1441**: A Resolution Adopting the City of Canby Downtown Parking Management Strategy Update and Implementation Guide.  
Goal: Plan a Transportation System that Eases the Impacts of Growth  
Objective: Update Downtown Parking District Master Plan

---

### Summary

The City Council will consider a resolution adopting the Downtown Parking Management Strategy Update and Implementation Guide.

### Background

The Canby City Council has identified 5 Goals:

1. Promote Financial Stability
2. Align Resources to Address Future Community Growth
3. Plan a Transportation System that Eases the Impacts of Growth
4. Develop a More Robust Parks & Recreation Program Aligned with the Parks Master Plan
5. Enhance Engagement and Communications that Represent Broad Perspectives

One of the objectives identified to achieve Goal 3, “Plan a Transportation System that Eases the Impacts of Growth,” is the update to the downtown parking district master plan. Canby has seen growth, redevelopment, and the addition of downtown housing above mix-used retail in downtown Canby over the last several years. The City has increasingly heard from business and property owners that they would like to see a change in parking management downtown.

Economic Development staff has been working with Rick Williams Consulting (RWC) since January 2025. RWC completed the 2012 Parking Study in Canby and has revisited that plan to update and amend recommendations based on Canby’s current and future parking needs. RWC surveyed available parking in late April during a “typical weekday” and on a “typical Saturday” to understand the usage and turnover of parking spots within the downtown core. Once the data was analyzed, the City held an open house on June 10<sup>th</sup> to gain input and insight from the greater Canby community which included many downtown business and property owners.

RWC then worked to compile the data, which was collected, insight from the community, and best practices into the Downtown Parking Management Strategy Update and Implementation Guide. A draft was distributed to key staff from economic development, planning, police, code compliance, public works, and the library. Staff reviewed the document and provided input which ultimately guided the final document.

### **Discussion**

RWC will provide a presentation of the Downtown Parking Assessment which will provide an overview of the project, identify past desired outcomes, update on 2025 data findings, and considerations for preliminary strategies to address parking constraints in downtown Canby.

### **Attachments**

- Resolution No. 1441
- City of Canby Downtown Parking Management Strategy Update and Implementation Guide

### **Fiscal Impact**

None.

### **Options**

- Approve Resolution No. 1441 adopting the City of Canby Downtown Parking Management Strategy Update and Implementation Guide.
- Do not approve Resolution No. 1441 adopting the City of Canby Downtown Parking Management Strategy Update and Implementation Guide.

### **Recommendation**

City staff recommends the City Council approve Resolution No. 1441, adopting the City of Canby Downtown Parking Management Strategy Update and Implementation Guide.

### **Proposed Motion**

"I move to adopt **Resolution No. 1441**, A Resolution Adopting the City of Canby Downtown Parking Management Strategy Update and Implementation Guide."

**RESOLUTION NO. 1441**

**A RESOLUTION ADOPTING THE CITY OF CANBY DOWNTOWN PARKING  
MANAGEMENT STRATEGY UPDATE AND IMPLEMENTATION GUIDE**

**WHEREAS**, the City of Canby seeks to plan a transportation system that eases the impacts of growth;

**WHEREAS**, the City of Canby supports the development and implementation of a downtown parking master plan;

**WHEREAS**, the City of Canby is committed to fostering strong, clear, and effective engagement with community stakeholders to identify changes and priorities for a more proactive parking approach that serves customers and employees alike;

**WHEREAS**, the City of Canby strives to engage residents, businesses, and property owners through identifying parking management strategies that serve downtown Canby today and into the future; and,

**WHEREAS**, the overall goal is to continue to ensure downtown Canby maintains and expands on its customer-friendly environment, which begins first with parking and is achieved through community buy-in.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Canby that the Downtown Parking Management Strategy Update and Implementation Guide is hereby adopted as the strategy for parking oversight in downtown Canby. Modifications and additions may be required over time as conditions change, impacts are realized, and feedback is received.

**ADOPTED** this 16th day of July, 2025, by the Canby City Council.

---

Brian Hodson  
Mayor

ATTEST:

---

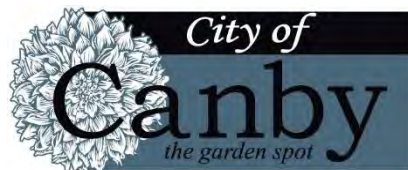
Teresa Ridgley  
Deputy City Recorder





**City of Canby**  
**Downtown Parking Management Strategy Update**  
**and Implementation Guide**

Prepared For:



Prepared By:



Rick Williams, Principal  
Owen Ronchelli, Project Manager  
Pete Collins, Project Planner  
J. Connor Baron-Williams, Data Specialist

**July 2025 (v3)**

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## 1.0 Introduction

Canby's 2012 Downtown Parking Management Plan outlined several on- and off-street parking system recommendations.<sup>1</sup>

Key Values from the 2012 Plan can be summarized as follows:

- **Simplify:** Make parking easy to use and understand - "customer-friendly."
- **Prioritize:**
  - ✓ "Customer First" – near businesses (on-street)
  - ✓ Reasonable employee parking (off-street and in specific on-street areas)
- **Enforce:** Provide a basic level of enforcement to ensure turnover and compliance.
- **Communicate:** Ongoing communication of parking information (branding, signage, website, community engagement).
- **Measure & Report:** Make data-based decisions. Track changes and report back to the community. Use the 85% rule.<sup>2</sup>
- **Partner:** Engage with owners and managers of off-street parking as part of the solution.

---

*This report summarizes recommendations for updating strategies for Downtown parking management contained in the 2012 Plan. Some strategies (from 2012) are recommended to continue, others to be augmented, and new strategies and solutions are presented, informed by recent data on parking utilization and industry best practices.*

---

Several (but not all) of the 2012 recommended strategies emanating from these key values have since been implemented. However, over the last 13 years, growth has occurred, raising the need to refresh the City and community's understanding of how parking works Downtown and how to ensure the system is efficient, serving customers, visitors, employees, and downtown residents while supporting a vibrant economic Main Street environment.

Given recent changes in Downtown, the City engaged Rick Williams Consulting (RWC) to revisit data from the 2012 Downtown Parking Management Plan and its strategy recommendations. The first step in this effort was to refresh the dataset for how parking is utilized downtown, replicating the data collection effort from 2012. Data on occupancy and demand were collected and assessed for both on- and off-street systems. Also developed are heat maps illustrating hourly occupancy use for both the on- and off-street systems.<sup>3</sup>

This report provides recommendations for updating strategies for Downtown parking management, as outlined in the 2012 Plan. New strategies and solutions are presented, informed by recent data collected on parking use. Some strategies (from 2012) are recommended to continue, others to be augmented, as well as new strategies that data and industry best practices would suggest.

---

<sup>1</sup> See, Rick Williams Consulting, *Canby, OR, Downtown Parking Management Recommendations – Task 6, (July 31, 2012)*.

<sup>2</sup> The 85% Rule is a common industry approach to parking management that suggests the optimal occupancy rate during peak demand is 85%. If consistently above 85%, strategies should be considered to lower it.

<sup>3</sup> See, Rick Williams Consulting, *2025 Downtown Parking Assessment Data Summary (May 2025)*.



## 2.0 Process Overview

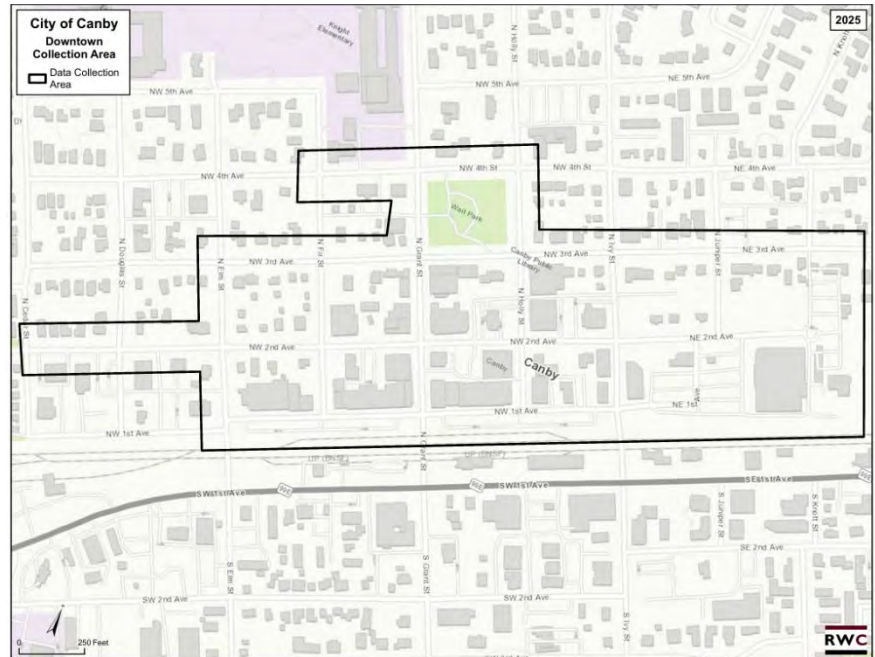
### 2025 Data Inputs

The consultant team collaborated with the City of Canby staff throughout the Spring of 2025 to develop a new Parking Management Strategies and Implementation Guide.

The process began with a refresh of the on- and off-street inventory for the Downtown. This involved cataloging every on- and off-street parking stall by stall type and location (i.e., on- or off-street) within the study area boundary shown in **Figure A** at right.

A data collection effort was then conducted. As in 2012, parking data was collected every hour for 10 hours on a typical weekday and Saturday in April 2025. Data was collected on both days for 653 on-street stalls and 863 off-street spaces (located in 31 parking sites). The 2025 Data Assessment provided a basis for developing new strategies, as well as revisiting and reassessing the strategies outlined in the 2012 Strategy Plan. Key findings from the 2025 Data Assessment included:

**Figure A: 2025 Parking Assessment Area Boundary**



- The parking system in Downtown Canby generally operates at a low level of demand per industry standards for assessing demand performance.
- For the most part, a user can find an on-street stall readily or within a short walk to downtown destinations.
- However, within the Downtown Core District, the perception that parking is difficult would not be surprising.
- On-street spaces are constrained, particularly on N. Holly Street, and more generally on Saturdays, when parking is limited in the Core Node due to the Farmers Market's attraction.
- There are too many No Limit on-street parking stalls in the Downtown Core District (38%) that allow unlimited parking. This is causing conflicts between long-term parkers (employees and downtown residents) and visitors seeking access to street-level businesses.
- More visitor-focused time-limited signage should be considered for the Core District, and enforcement should be improved to ensure compliance.
- A challenge moving forward is that, while the off-street system is largely underutilized, with (depending on the day) several hundred empty parking spaces, it is not always available, given that the lots are small facilities and privately owned.
- Outreach to owners and managers of these lots should be pursued to seek partnerships that could potentially capture some of this supply during periods of higher demand and/or to transition employees from the on-street system to the off-street system.

### *Public Inputs*

Additionally, the City and the consultant participated in a Public Open House on June 10, 2025. Twenty-seven (27) attendees participated in the event. The purpose of the Open House was to present the study's initial findings to the community and gather comments, ideas, and input on a set of draft strategy recommendations, which are now included in this document. Key themes raised by those attending included:

- The community highly values the Downtown, and customer access is critical to street-level businesses.
- Canby needs a Downtown parking plan that the City will implement.
- The plan needs to address community concerns and involve the Downtown community in its implementation.
- The Downtown needs to be easy to understand for all users (particularly visitors). This is currently not the case (e.g., signage, wayfinding, enforcement).
- Need for “employee parking” that doesn’t interfere with local businesses.
- Work to identify workable off-street locations for employee parking that exist in private lots or currently vacant lots.
- Fear that new developments that build little or no parking will encourage long-term tenants/employees to park on-street as a way to support building less parking than is actually needed.
- There is a critical need for enforcement, particularly in the downtown core. Without enforcement, the plan won’t work.
- Communication and marketing of the efforts noted above are imperative.

### *Supporting Documents*

Other written information supporting the development of the strategies in this plan included the following:<sup>4</sup>

- **Technical Memorandum #1 – Parking Inventory Summary (March 2025 – v1)**
- **2025 Downtown Parking Assessment Data Summary (May 2025)**

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<sup>4</sup> Copies of these reports are available from the City of Canby.

### 3.0 Plan Format

Each strategy presented follows a consistent format, which includes a management category, a timeframe for implementation, and the relative cost associated with implementing a strategy. The solutions outlined in **Section 4.0** support recommendations that grew from this process. This is summarized in **Table 1** (next page).

#### Management Strategy Categorization

Each strategy is also classified within one of the following categories:

- **AP:** Administration & Policy
- **PM:** Parking Management
- **CO:** Communication & Outreach

#### Community Concern Addressed

A brief description of how the recommended strategy can be a solution to issues presented by community members at the June 10, 2025, Public Open House.

#### Strategy Description

A narrative summary of the recommended strategy and its potential impact for supporting a more effective parking management system Downtown.

#### Implementation Timeframe

Each of the proposed parking management strategies is assigned an approximate implementation timeframe to assist with planning needs and, in some cases, to outline the sequential steps necessary to bring the strategies to fruition. The timeframes are immediate, short-term, mid-term, and ongoing.

- **Short-Term:** 0 – 18 months
- **Mid-Term:** 18 – 36 months
- **Ongoing:** 36+ months

It should be noted that the implementation schedule is flexible, and project order may change as opportunities and resources are identified. For those same reasons, timelines can be accelerated or extended.

#### Relative Cost

Where possible, planning-level cost estimates are provided. Final costs will require additional evaluation, scoping, and estimating to ensure accuracy.

For ease of reference, **Table 1** displays the estimated relative cost of each recommended strategy, represented by a series of dollar signs “\$.” The more dollar signs, the higher the cost of implementing the strategy. The following symbol key provides a general cost range for corresponding parking strategies.

- **\$**        \$0 - \$15,000
- **\$\$**      \$15,001 - \$45,000

Table 1: Parking Management Strategy Summary

ID	Strategy	Implementation Timeframe			Relative Cost
		Short-Term	Mid-Term	Ongoing	
AP-1	Ongoing Daily Management	◆	◆	◆	\$ - \$\$
AP-2	Establish a Downtown Parking Work Group	◆	◆	◆	\$
AP-3	Establish Guiding Principles for Parking	◆			\$\$
AP-4	Evaluate Policy and Communications to Existing and New Developments Regarding the Visitor Priority for Use of Downtown On-street Parking	◆	◆	◆	\$
PM-1	Redefine and Formalize the Downtown Core District – Managed for Customer Priority	◆	◆		\$
PM-2	Redesign and Simplify On-Street Parking Signage	◆			\$
PM-3	Strategically implement on-street time-limited parking within the Downtown Core District as described in Strategy PM-1		◆		\$\$
PM-4	Identify and Pursue Off-Street Shared-Use Opportunities		◆	◆	\$
PM-5	Initiate Reasonable Future Enforcement		◆	◆	\$
PM-6	Assess ADA Locations and Compliance		◆	◆	\$ - \$\$
PM-7	Establish a Data Collection Schedule		◆	◆	\$ - \$\$
CO-1	Create a City of Canby Parking Website		◆	◆	\$
CO-2	Ongoing Information and Education		◆	◆	\$

## 4.0 Parking Management Strategies – Action Plan

The following section outlines recommended parking management strategies for city staff and stakeholders to consider. Some recommendations from the 2012 plan are carried forward into this plan. This is indicated on the right-hand side of the title heading with “2012.” These action strategies are still relevant (though, in a few cases, refreshed with new narrative or new information). New recommendations, indicated by “NEW” on the title heading, are intermixed with previous strategies.

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*Recommended strategies in the Action Plan follow a logical progression, in which each action provides a foundation for subsequent actions, spanning phases from short-term to long-term. The implementation schedule is flexible but requires a level of support, coordination, commitment, and resource identification that exceeds what is currently in place.*

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Recommended strategies follow a logical progression, in which each action provides a foundation for subsequent actions, spanning phases from short-term to long-term. While presented in phases (assuming an overall five-year horizon), the implementation schedule is flexible and adaptable to growth and changes in land use and parking demand over time. As the 2025 data collection effort revealed, parking demand in Canby is low to moderate when considering the total parking supply. However, parking constraints have increased since 2012 in what will now be referred to as the “Downtown Core District.”

The implementation is flexible. The order of projects may be adjusted as opportunities and resources become available. For those same reasons, timelines can be accelerated or extended.. Where possible, planning-level cost estimates are provided as a preliminary reference point. Final costs will require additional evaluation, scoping, and estimating to ensure accuracy.

Overall, the plan recommended here intends to (a) outline a base-level foundation of strategies that provide the fundamentals of best practices parking management for a small- to mid-sized Main Street<sup>5</sup> city like Canby and (b) a toolkit of action strategies that put the City and its stakeholders in a position to address growing land use and parking demand strategically.

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<sup>5</sup> Main Street cities are usually characterized by re-emerging, revitalizing older and historic commercial districts. Made up of small towns, mid-sized communities, and urban commercial districts, they are denoted by a primary street serving as a focal point for shops and retailers in the central business district. Main Street towns and cities serve as a nexus of neighborhood life, with high pedestrian volumes, frequent parking turnover, growing alternative mode connections, and a diversity of users vying for limited space.



## 4.1 Administration & Policy (AP)

### AP-1: Ongoing Daily Management

**NEW**

#### Action Statement

Restructure or augment staff time allocated to effectively manage the parking system and implement new programs identified in this strategy update.

#### Community Concern Addressed

This strategy reinforces the City's commitment to managing parking in Downtown and endeavors to implement strategies that address parking issues affecting visitor access and downtown vitality.

*Canby's Downtown is small but growing. The need for full time oversight of parking is likely unnecessary. However, from a strategic management perspective, there needs to be a clear single point of responsibility for guiding the parking system and and recommended strategies in a manner that ensures due diligence in implementing this plan. The key to success is to ensure a committed and reasonable allocation of time and resources to managing parking Downtown.*

#### Strategy Description

The success and efficiency of any municipal parking system (small or large) depend on administration, management, and communication. This includes ongoing management of on- and off-street public assets, oversight of potential third-party vendors, financial accounting and reporting, marketing and communications, customer service, coordination of parking with new development, and strategic and capital planning. As this plan is implemented and demand for parking grows, management capacity will likely need to be augmented beyond the current status quo approach.

From a strategic management perspective, there needs to be a clear single point of responsibility for guiding the parking system in a manner that ensures due diligence in implementing this plan. Cities with similarly sized Downtown parking supplies, like Gresham, Milwaukie, and Tigard, have experienced the same issue and began by consolidating their parking services within a single City department with an existing staff person specifically assigned to parking issues (operations, management, communications). To achieve cost-effectiveness, this has been accomplished by restructuring the task portfolio of an existing employee (FTE) to ensure *routine and ongoing attention to parking management*. The key to success is to ensure a committed and reasonable allocation of time and resources to managing parking Downtown.

This recommended approach acknowledges Canby's limited resources and enables an efficient transition into *active* parking management. It also emphasizes the importance of a management process (i.e., the ability to address day-to-day issues), internal oversight, and effective communication and liaison with downtown stakeholders and the broader community.

#### Implementation Timeframe

##### Short-Term

- Clarify internal responsibilities to centralize the delivery of parking services, which includes the role of City staff and/or expectations and responsibilities that could be allocated to a third-party service provider (for parking operations and enforcement services).
- Identify and/or restructure an existing FTE to create a single City entity responsible for parking services and implementation of the Downtown Parking Management Strategy.

#### Estimated Costs

**\$ - \$\$** Not known at this time. It could involve the restructuring of an existing position(s) and/or a contract with a third-party vendor for operational services (such as parking management and enforcement).

## AP-2: Establish a Downtown Parking Work Group

2012

### Action Statement

Establish an ongoing, representative Work Group as a sounding board for parking issues Downtown. The action strategies outlined in this document provide the basis for a work plan that the Parking Work Group can build upon.

### Community Concern Addressed

This underscores the City's commitment to create a Parking Work Group as partners in the implementation of the Parking Management Plan.

### Strategy Description

Active participation by those affected ensures an understanding of Downtown parking, supports consensus-building on strategy solutions, and facilitates reasoned decision-making.



This is best accomplished through an established Parking Work Group that reviews the performance of the public parking system and acts as a liaison to city leadership and the broader community as changes are implemented.

Such a group will need broad representation, ensuring representation by Downtown businesses, developer/property managers, affected downtown residential buildings, adjacent neighborhoods, and City staff. Given Canby's small size, the Parking Work Group would meet routinely (e.g., three times a year), using the recommendations in this Action Plan as a basis for action, discussion, stakeholder communications, and tracking progress.

### Implementation Timeframe

#### Short-term

- Identify and recruit additional members (as needed) from affected user groups downtown (e.g., retail, office, residential, property owners/managers, associations, and agencies).
- Schedule regular meetings to advocate for, shepherd, track, and communicate the plan.
- Establish direct business-to-business outreach.
- Assess plan progress.
- Facilitate data collection efforts.
- Provide advisory input to the City Council.
- Determine and implement action items.

#### Mid-Term and Ongoing

- Coordinate communications with broader and affected communities.
- Over time, the Work Group could evolve into a formal advisory committee to the City Council on downtown parking issues.

### Estimated Costs

- \$ There should be minimal costs associated with this strategy other than the staff time required for coordination.

### AP-3: Establish Guiding Principles for Parking

**NEW**

#### Action Statement

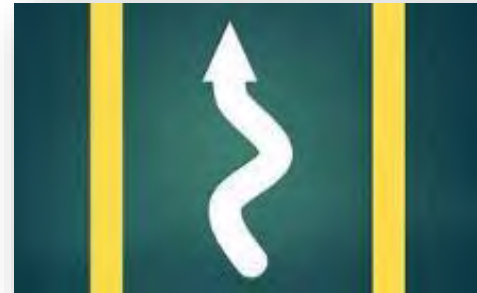
Establish Guiding Principles as policies for the management of parking in Canby's recommended Downtown parking management district – Downtown.

#### Community Concern Addressed

Guiding Principles provide all participants in parking management discussions and strategy implementation with consensus and value-based guidelines for decision-making.

#### Strategy Description

Guiding Principles for parking management are based on the premise that growth in the Downtown will require an integrated and comprehensive package of strategies to respond to growth, maintain balance and efficiency within the access system, and establish clear priorities necessary to "get the right vehicle to the right parking stall." Without clear and consensus priorities, it is much more difficult to initiate solutions requiring changes to the parking system (and the status quo) and form partnerships between stakeholders that facilitate success.



It is recommended that city staff work with the Parking Work Group (**AD-2**) to discuss priorities and desired outcomes for managing parking downtown. City Council should formally approve the Parking Work Group's recommended principles within appropriate policy documents that define the City's role in parking management (e.g., code, Comprehensive Plan, Transportation System Plan, etc.). Overall, parking management practices and code requirements related to parking should be highly supportive of desired development and not act as a barrier to small and locally owned businesses.

Sample Guiding Principles for consideration might include:

- Customers and visitors should have priority access to the public on-street system.
- Create a uniform appearance for on- and off-street parking, including signage, striping, and landscaping.
- Create a name, symbol, or design (i.e., brand) that clearly identifies all public parking assets (on- and off-street).
- Use the 85% Rule to facilitate decision-making.<sup>6</sup>
- Include bike parking as a key access strategy in the Downtown.
- Expand off-street shared-use partnerships whenever possible and treat all parking as a community resource.
- Provide a forum for ongoing community involvement in parking decisions.
- Treat district parking management as a partnership between the City and the business community.
- Ensure that the public parking system is financially sound and self-sustaining.
- Ensure that the City is ready to respond to growth and recognize that funding will require a varied package of resources and partnerships.

Many cities formalize their Guiding Principles within a parking element of their Transportation Systems or Comprehensive Plans.<sup>7</sup> Others include Guiding Principles as a policy element within their municipal codes.<sup>8</sup> A

<sup>6</sup> The 85% Rule is an operating principle and parking industry standard. When occupancies routinely reach 85% in the peak hour, more intensive parking management strategies are called for.

<sup>7</sup> Examples: Bend, OR and Canby, WA

<sup>8</sup> Example: Portland OR includes their Guiding Principles as policy elements within Title 33.510 of their code.

simpler route that other cities have taken is to formally approve Guiding Principles as elements within an approved Parking Management Plan, like this report.<sup>9</sup>

### Implementation Timeframe

#### Short-Term

- With the Parking Work Group (**AD-2**), develop consensus Guiding Principles for Downtown Parking Management. This can be accomplished through focused work sessions with the Parking Work Group and City staff to discuss parking priorities and desired outcomes for Downtown parking management.
- Through city staff, forward the Parking Work Group's recommendation to formalize the Guiding Principles to the City Council, having determined the City documents most applicable to Canby's policy processes.

### Estimated Costs

- \$ There should be minimal costs associated with this strategy, other than the staff time required to establish the Parking Work Group's desired outcomes for parking and facilitate priority setting for "getting the right car to the right stall."

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<sup>9</sup> Examples: McMinnville, OR and Olympia, WA

**AP-4: Evaluate Policy and Communications to Existing and New Developments Regarding the Visitor Priority for Use of Downtown On-street Parking****NEW****Action Statement**

Evaluate tools to ensure commercial/mixed-use development is not reliant on the on-street parking supply for long-term use.

**Community Concern Addressed**

Addresses the issue of developers who may be building with the assumption that the public on-street system is intended to provide parking capacity in new projects for long-term users (employees/residents).

**Strategy Description**

With new Downtown development, the desired outcome is projects that contribute to a compact urban form, low- and no-car residential living, and greater integration for downtown access through alternative modes. However, with growth occurring in the Downtown, community members worry that existing on-street parking constraints and potential spillover into adjacent residential areas will be exacerbated, especially if those building new downtown projects believe that the public on-street system is intended to provide the parking capacity that new projects necessitate. This is especially true of new projects built under the provisions of 16.10.010 B, where parking is not required for any use permitted outright within the C-1 zone, an area bounded by N. Ivy Street on the east, NW First Avenue on the south, N. Elm Street on the west, and NW Third Avenue on the North.

To address this concern, a key goal of this Plan is to manage parking in a manner that enhances customer and visitor access in the commercial Downtown area and mitigates trips associated with long-term commuter parking and current and future Downtown residents.

The successful implementation of this strategy will ensure that new developments:

- Recognize and consider the district impacts resulting from parking demands generated by their tenants in their planning and development.
- Make informed and appropriate decisions as to the “right size” of parking to provide or not provide within a project.

To this end, it is recommended that the City evaluate the following three approaches:

- **Communication Strategy:** Parking restrictions in the Downtown should be communicated early and often to developers and property managers to ensure their future tenants understand that they may not have long-term, on-street parking access, especially for development on or adjacent to commercial businesses in the Downtown. Implementation of this strategy can be facilitated through Strategies **PM-4** and **CO-2**.
- **Peer Liaison:** The Parking Work Group (**AP-2**) can be effective in its peer-to-peer outreach with Downtown businesses to communicate a “Customer-First” focus for Downtown and the importance of visitor access to Downtown’s overall vitality.
- **Project Review and Approval:** New development would require acknowledgment by the developer (as a condition of use approval) that the determination not to build parking or less than the code-based parking minimums does not entitle the developer or the final building type (and its tenants) access to the public on-street system (beyond its availability to the general public) nor preclude the City from implementing parking management strategies that could minimize or preclude certain users from using the on-street system (e.g., through time limits, expanded hours and days of enforcement, pricing, permitting, or strategies to preserve on-street visitor parking).

## Implementation Timeframe

### Short-Term

- Evaluate the pros and cons of the identified potential approaches and any potential policy refinements or variants.
- Present to the **Parking Work Group** for feedback and a recommendation on the preferred approach formats.
- Develop a strategy, ordinance, or code draft, as appropriate, specifically those related to ensuring that the public Downtown on-street parking supply is prioritized for customer and visitor access and is not considered a resource for new projects' long-term parking needs.

### Mid-Term

- Internal City review.
- If any Condition Use changes are developed, present them to the City Council for approval.

### Ongoing

- Continued outreach and communications of City policies regarding parking (for new development and to the community in general).

## Estimated Costs

- \$ There should be minimal costs associated with this strategy, given that it is based on forming a policy and communications approach specifically related to long-term parking on Downtown streets. Cost would be factored into the current staff time and the Parking Work Group process (**AP-2**).



## 4.2 Parking Management (PM)

### PM-1: Redefine and Formalize the Downtown Core District – Managed for Customer Priority

**NEW**

#### Action Statement

Establish a formal, central Downtown Core parking management district to focus on and guide parking strategies in the Downtown area, ensuring priority access for customers and visitors. Using 2025 occupancy data to establish a "downtown core zone" within the current study area boundary, where initial and more focused parking management will begin. This will require transitioning No Limit stalls in the new Core Zone to 2-Hour stalls.

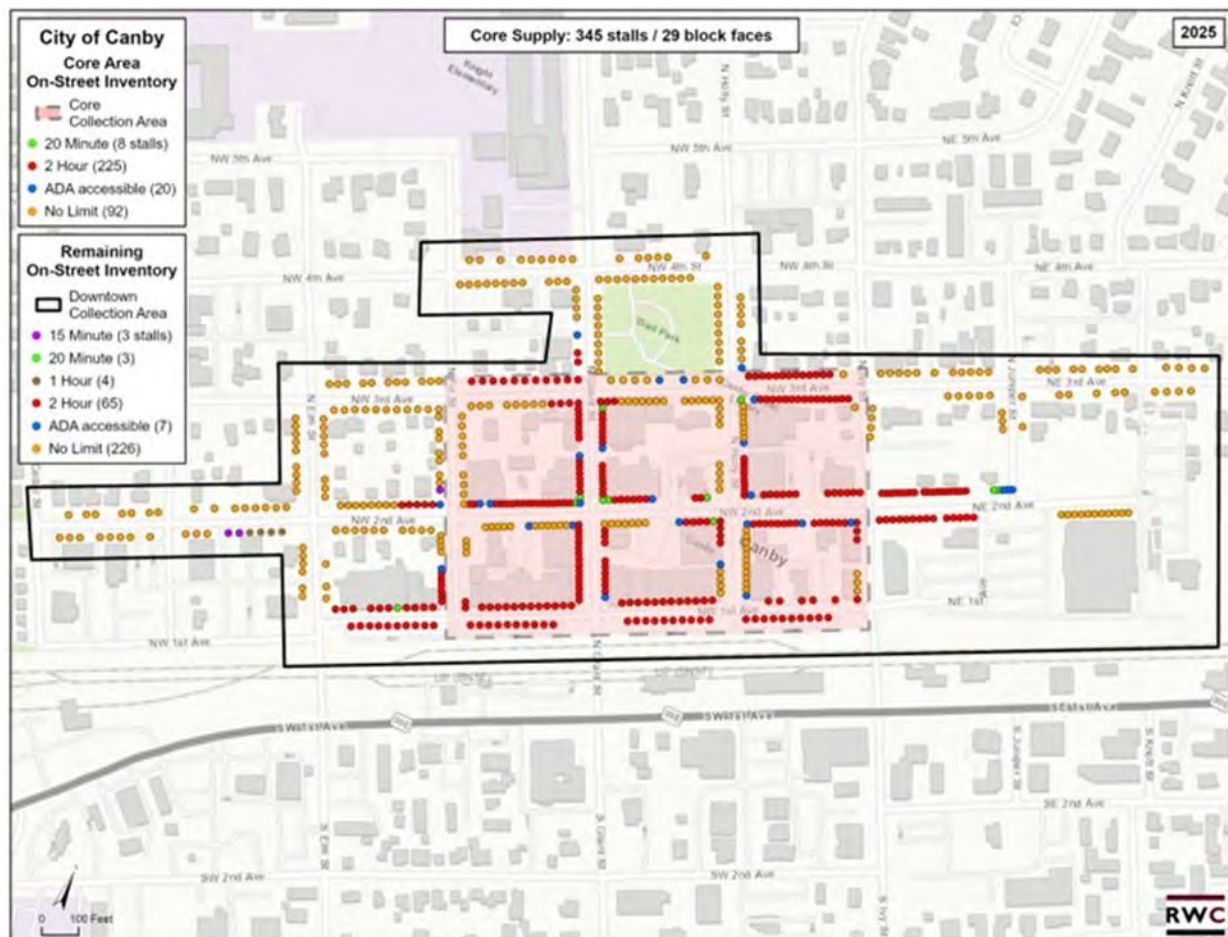
#### Community Concern Addressed

This strategy formally establishes a Downtown Parking Core for strategic parking management, ensuring visitor access that supports ground-level businesses that rely on curb turnover. It also sets the framework for discussion that then strategically addresses the need for reasonable parking access for employees outside the Downtown Core.

#### Strategy Description

Data from the 2025 data collection effort clearly indicates that the highest use for on-street parking is in the 345-stall area within the larger study area boundary. This is represented by the pink-shaded area in **Figure B** below.

Figure B: Suggested "Core Zone" Parking Management Area



Whereas the overall demand for parking in the larger study area was low to moderate, demand in this smaller core area was constrained. Under these circumstances, Downtown visitors parking in this popular “core zone” are finding it difficult to find an on-street parking spot and likely competing with employees for curb space.<sup>10</sup>

A likely contributing factor is that 27% of parking in the suggested Core Zone (92 stalls) is now designated for No Limit parking. No Limit stalls, which allow unlimited time stays, generally serve employees who arrive before customers. This dynamic creates conflicts for visitors in *on-street stalls* who seek access to street-level businesses during periods of high demand. Furthermore, the overall use of the *off-street parking* system is very low, suggesting the need for outreach, education, and partnerships with the private sector to encourage employees to use off-street parking where possible (see **OC-2**). No Limit parking is also available on the west and east sides of the suggested Core Zone, where on-street parking demand is consistently low and accessible to employees or those requiring a longer-term stay option.<sup>11</sup>

### Implementation Timeframe

#### Short-Term

- Review and finalize boundary definitions
- Complete internal city presentations.
- Formally establish Core Zone boundaries.
- Re-sign on-street stalls within the Core Zone in coordination with **PM-2**.

#### Mid-Term

- Review the Core Zone boundary periodically to account for new land use activities that might affect parking constraints adjacent to the Core Zone, which might suggest boundary modification(s). This can be facilitated through periodic data collection in **PM-7**.

### Estimated Costs

- \$ No additional cost other than existing staff time, discussion /input from the Parking Work Group, and Council approval. Other costs related to signage are described in **PM-3**.

<sup>10</sup> See RWC, 2025 Downtown Parking Assessment Data Summary (May 2025)

<sup>11</sup> Ibid.



## PM-2: Redesign and Simplify On-Street Parking Signage

2012

### Action Statement

Improve current on-street time limit signage to be recognizable, simple, and consistent. Signage should clearly and intuitively communicate the parking rules.

### Community Concern Addressed

This strategy directly addresses community input related to the need to “make parking easy” and understandable for users, working to “get the right car to the right stall.”

### Strategy Description

This 2012 recommended strategy encouraged the City to develop a parking brand for all public parking by creating a name, symbol, or design that clearly identifies all public parking and can be communicated through signage and marketing. The use of a Canby parking brand would then be applied on-street, off-street, and, ideally, as part of a wayfinding system throughout the downtown area. This approach was also intended to be incorporated into marketing and communications efforts, such as promotional and wayfinding maps, as well as a Canby parking website (see CO-1).

Findings from the 2025 parking inventory revealed that the parking system signage requires a refresh to create a parking environment that is simple and understandable, thereby supporting a “customer-friendly” access environment. As the two signs in **Figure C** demonstrate, the sign at the far right does not indicate the days of the week when time limits are in effect, nor the hours of enforcement. This inconsistency is present throughout the study area.

The City could choose to continue its current design/color package and mimic the photo on the left of **Figure C**, or create a more recognizable “logo” (as intended in 2012) to communicate its public parking information. Another option would be to create a recognizable, stylized “P” to be consistently used throughout the public parking system as Canby’s parking brand. This is a very easy and cost-effective approach used by other cities. **Figure D**, on the right, presents examples from Springfield, Oregon, and Seattle, Washington.

To make its stylized “P” unique, Springfield used a combination of the City’s official colors, lending a local quality to the signage. The stylized “P” is also used for Springfield’s off-street system, creating an easy point of recognition for public parking. The stylized “P” logo works well on-street and integrates seamlessly into their off-street system, allowing users to easily recognize the transition from one supply type (on-street) to another (public off-street lots). The Seattle logo was also a simple way to connect users to Seattle’s street-level parking guidance system and other parking information available online, creating not just the simple “P” but also a byline tag.

**Figure C: Inconsistencies in Current Signage**



**Figure D: Example City Logos**



Springfield



**MORE PARKING. LESS CIRCLING.**  
[DowntownSeattleParking.com](http://DowntownSeattleParking.com)

## Implementation Timeframe

### Short-Term

- In collaboration with the Parking Working Group, develop and create a simple yet recognizable logo to be incorporated into the new signage implementation developed by the city (see **PM-3**).
- Initiate a survey of all existing parking signage and estimate the number of new signs based on a standard configuration per affected block face.

### Estimated Costs

\$ A stylized “P” logo or brand could be developed in-house at a very low cost. A contract with a private graphic designer could involve costs of less than \$5,000 for a simple logo or brand.

**PM-3: Strategically implement on-street time-limited parking within the Downtown Core District as described in Strategy PM-1****NEW****Action Statement**

Implement on-street time-limited parking as presented in **PM-1**.

**Community Concern Addressed**

This strategy implements PM-2, clearly defining how to use the downtown parking system.

**Strategy Description**

Once a finalized Downtown Core District is established, initiate the transition of existing time-limited signage in the Core Zone to the new 2 Hour standard and design. Ensure that the signage clearly indicates the time limit, as well as the days and hours during which enforcement will be in effect. Install similarly designed signage at all city-owned public lots Downtown.

**Implementation Timeframe****Mid-Term**

- Install time-limit signage in the Downtown Core District, incorporating the City's new sign design developed in **PM-2**.
- Install new time-limit signage for the existing 2 Hour on-street parking stalls within the finalized Downtown Core Zone.
- Integrate the new design into all City-owned and controlled public lots (at entrances).
- Ensure that new signage design and "rules of use" are incorporated into all communication formats (maps, website, etc.) and public education campaigns in the future (see **CO-1**).

**Estimated Costs**

**\$\$** There are 63 block faces in the Downtown Study Area. For costing, we estimated the need to install new parking signage packages on at least 29 block faces, which includes the proposed Parking Core Zone and block faces outside this zone that are currently signed '2 Hours' using the old signage package. The remaining supply of on-street parking is primarily No Limit parking and would not need to be changed.

- A standard signage package consists of two poles with blade signs per block face, one at each end of the block, with arrows pointing inward.
- Pole unit cost = \$250 per pole (\$500 per block face) – includes pole boring and install
- Blade sign unit cost = \$30 per sign (\$60 per block face)

Based on information from other cities with which RWC has worked, the estimated cost for time-limit signage upgrades in Canby is \$16,240, assuming 29 block faces and serving approximately 345 stalls.

## PM-4: Identify and Pursue Off-Street Shared-Use Opportunities

**NEW**

### Action Statement

Identify off-street shared-use opportunities in partnership with private sector owners and managers of off-street lots and garages.

Begin outreach to opportunity sites, negotiate agreements, and assign employees to facilities.

### Community Concern Addressed

This strategy focuses on the community's stated need for reasonable parking options for employees, as well as providing a framework for capturing (where possible and through outreach) currently underutilized off-street parking.

### Strategy Description

There are 863 stalls located on off-street sites, comprising 31 sites within the study area boundary. Most off-street parking is located in privately owned surface lots, and according to the 2025 inventory findings, there are significant surpluses of underutilized parking in the off-street supply. On weekdays, there are 483 empty stalls in the off-street system. On Saturday, there are a total of 604 empty stalls. **Figure E** provides a heat map look at weekday parking demand.

Current levels of low demand in off-street lots represent an untapped resource for “getting the right car to the right stall”—in this case, transitioning employees (especially those parking on-street in the Core Zone) to off-street facilities.

### Implementation Timeframe

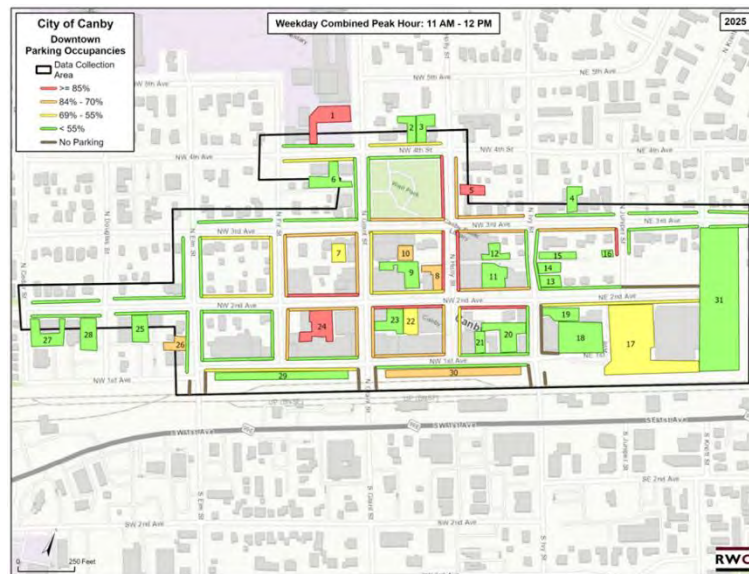
#### Mid-Term

- Identify facilities that could serve as reasonable shared-use opportunity sites. Criteria could include proximity to employers, a sufficient supply of empty stalls, pedestrian or bike connectivity, walking distance or time, safety and security issues, or other factors.
- Through the Parking Work Group, liaison with individual Downtown businesses to assess their long-term parking need (for employees and residents).
- Identify vacant sites that may not be in use as parking at this time.<sup>12</sup>
- Based on the above, develop a shortlist of opportunity sites and identify the owners.
- Initiate peer-to-peer outreach to owners of private lots.<sup>13</sup>

#### Mid-Term and Ongoing

- Negotiate shared-use agreements.

**Figure E: 2025 Heat Map: Weekday Parking Demand (On- and Off-Street)**



<sup>12</sup> Input from stakeholders at the June 10, 2025 Open House noted that some “gravel” lots may be potential opportunity sites. New opportunity sites would need to meet code if the City were to be a partner.

<sup>13</sup> Shared-use programs in other cities have found that a peer led discussion of shared-use opportunities is more successful than a program led by the City. The role of the City in these successful programs has been in leading data collection efforts and hosting a forum for discussion through a r Parking Work Group, Stakeholder Advisory Committee, or other representative forum.

- Obtain agreements from downtown businesses to participate.
- Implement an ongoing program and seek out shared-use sites with refreshed occupancy data (**PM-7**).

#### **Estimated Costs**

- \$ Costs associated with this strategy would include efforts using existing staff and/or partnerships with the business community and local businesses to identify opportunity sites and conduct outreach to potential private sector participants. The City may determine that funds are needed to create incentives and/or improve the condition of facilities and connections.

## PM-5: Initiate Reasonable Future Enforcement

2012

### Action Statement

With the formal establishment of the Downtown Core Zone (**PM-1**) and the transition to time-limited parking (**PM-3**), periodic enforcement can be initiated. Partner with the Parking Working Group (**AD-2**) in oversight and enforcement coordination. Consider using a third-party contractor if no local resources or capacity are available.

### Community Concern Addressed

This strategy addresses a high community priority to reasonably and cost-effectively enforce “rules of use” Downtown to facilitate parking turnover in time-limited curb parking.

### Strategy Description

The success of any parking system begins with enforcement. Encouraging turnover and mitigating conflicts between customers, visitors, and employees is challenging without a reasonable level of enforcement. Because Canby has a strategy of time-limiting parking in certain areas of Downtown, it will be critical that users perceive “the rules of parking downtown” as being fairly and uniformly enforced.

Implementation, of course, will require staff. This could be an in-house position established by the City or through a contract with a third-party vendor. Examples include:

- Hood River, Oregon, and Leavenworth, Washington. These cities use in-house staff hired specifically for parking enforcement. These programs focus on establishing a visible enforcement presence. In both cities, the enforcement officer varies the days and hours of enforcement each week and provides enforcement on one random Saturday per month. In this manner, these cities reduced enforcement to a part-time position, lowering costs, while maximizing coverage and compliance through the random nature of the deployment.
- Tigard, Oregon. The City of Tigard utilizes a third-party parking contract with Ace Parking to manage all on-street enforcement and compliance activities within its downtown parking management district. Like Hood River and Leavenworth, enforcement is part-time, with deployment being random and contracted out for a specific number of hours per week. The Ace Parking contract also includes managing the City’s employee parking permit program.
- Albany, Oregon. Albany provides parking management services to its downtown through a relationship with the Downtown Albany Association (ADA). This arrangement includes enforcement. The ADA manages the Downtown “ParkWise” program, which provides day-to-day management of City-owned off-street facilities, centralizes off-street permit sales, and enforces the on-street parking system.
- Each of the above programs has also explored revising the traditional parking enforcement role to an “ambassadorial” function that combines enforcement compliance with downtown information dissemination and customer assistance, contributing to a more customer-friendly approach to parking and enforcement. This also facilitates the goal of enforcement presence, along with writing citations, as a key factor in ensuring compliance.



*Parking enforcement in Bellevue, Washington*

It is worth reiterating that public outreach and education regarding the parking plan and the benefits of enforcement will be essential for a successful and vital downtown (see **CO-2**). The Parking Working Group should become more prominent in liaising with downtown business owners and sharing information regarding parking in the downtown (beginning with the Downtown Core Zone).

### Implementation Timeframe

As noted above, this recommendation should be implemented following the completion of **PM-1** and **PM-3**.

#### Mid-Term

- Evaluate and implement (as necessary) legal, policy, and code changes for establishing enforcement of time-limited parking Downtown.
- Initiate discussions with the Parking Working Group regarding the structure and format for enforcement (e.g., in-house, third-party vendor, enforcement hours, etc.).
- Engage enforcement staff.
- Develop an outreach and communications plan for public notification and education (see **CO-2**).

#### Mid-Term and Ongoing

- Deploy enforcement and ongoing program management.
- Use the parking website (**CO-1**) to communicate enforcement guidelines.

### Estimated Costs

**\$\$** The cost of this strategy can vary based on the size of the area, the frequency of patrols, and whether services are provided in-house or through a third-party enforcement contractor.<sup>14</sup> Revenue generated through citations can help offset costs.

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<sup>14</sup> An Oregon model to examine is Bend, Oregon, which provides enforcement services through a third-party vendor.



## PM-6: Assess ADA Locations and Compliance

**NEW**

### Action Statement

Confirm that all off-street parking facilities in the City's ownership comply with ADA parking requirements.

Additionally, new federal guidelines for providing ADA parking stalls within municipal on-street parking systems have been recently developed. If and when on-street parking is either metered or designated by signs or pavement markings, a minimum of 4% of the total on-street parking supply must be accessible parking (ADA).<sup>15</sup>



Example: ADA compliant striping (surface lot)

### Community Concern Addressed

This strategy addresses community input regarding the number and right locations of ADA parking stalls Downtown. ADA stalls need to meet federal requirements *and* be located where ADA patrons need them.

### Strategy Description

#### OFF-STREET PARKING (CITY/PUBLICLY OWNED)

The Department of Justice published revised regulations for Titles II and III of the Americans with Disabilities Act of 1990 (ADA) in the Federal Register on September 15, 2010. These regulations adopted revised and enforceable accessibility standards, known as the 2010 ADA Standards for Accessible Design, commonly referred to as the "2010 Standards" or "Standards". The 2010 Standards set minimum requirements – both scoping and technical— for newly designed and constructed, or altered, State and local government facilities, public accommodations, and commercial facilities to be readily accessible to and usable by individuals with disabilities. These standards would also apply to existing facilities that are not currently in compliance with these standards. See [ADA Off-street Parking Accessibility Standards](#)

#### ON-STREET PARKING (PUBLIC RIGHT-OF-WAY)

In August 2023, the U.S. Access Board<sup>16</sup> published the final rules in the Federal Register regarding the codification of Accessibility Guidelines for the Public Right-of-Way. These new guidelines have specific impacts related to ADA requirements, addressing access to sidewalks and streets, crosswalks, curb ramps, pedestrian signals, on-street parking, and other components of the public right-of-way. The new guidelines outline minimum standards for the number, location, and design of ADA stalls, a requirement not previously in effect for cities in the U.S.<sup>17</sup> To this end, the new guidelines will have an impact on cities and the management of their on-street parking systems moving forward. Full details of the new guidelines can be found in the Access Board Public Right-of-Way Accessibility Guidelines (PROWAG), [Chapter 3 – Technical Requirements, § R310 – On-Street Parking](#).

<sup>15</sup> Within public on-street supplies in commercial areas, this provision applies when the total number of metered or designated parking spaces is over 201 stalls. For more information, refer to: <https://www.federalregister.gov/documents/2023/08/08/2023-16149/accessibility-guidelines-for-pedestrian-facilities-in-the-public-right-of-way>. The timing of placing ADA parking within the on-street supply may or may not apply to Canby within the short- to mid-term window of this strategy plan. However, ADA standards do apply to all the City's current off-street facilities.

<sup>16</sup> The U.S. Access Board, established in 1973, is an independent federal agency that promotes equity for people with disabilities through leadership in accessible design and the development of accessibility guidelines and standards

<sup>17</sup> Previous ADA parking standards had applied only to off-street parking facilities.



**[NOTE: Canby's Downtown Parking system now provides 27 on-street ADA stalls. As such, the new 2023 Federal ADA provisions related to the total number of stalls required may not currently apply to Canby's on-street system. However, effort should be made to ensure that the current 27 stalls meet the new guidelines related to on-street stall dimensions, slope, connections to pedestrian access routes, desired locations, and varying guidelines for angled versus parallel ADA Stalls.]**

### Implementation Timeframe

#### Mid-Term

- Assess current compliance with federal and state requirements for ADA parking in public on- and off-street parking supplies.

#### Mid-Term and Ongoing

- Implement necessary improvements as funding allows.

### Estimated Costs

- **\$-\$\$** Costs associated with this strategy include painting, signage, and maintenance of any new ADA-compliant stalls in both on-street and off-street parking supplies. Costs should be low but are currently undetermined, pending an on-the-ground assessment.

## Initiate PM-7: Establish a Data Collection Schedule

**NEW**

### Action Statement

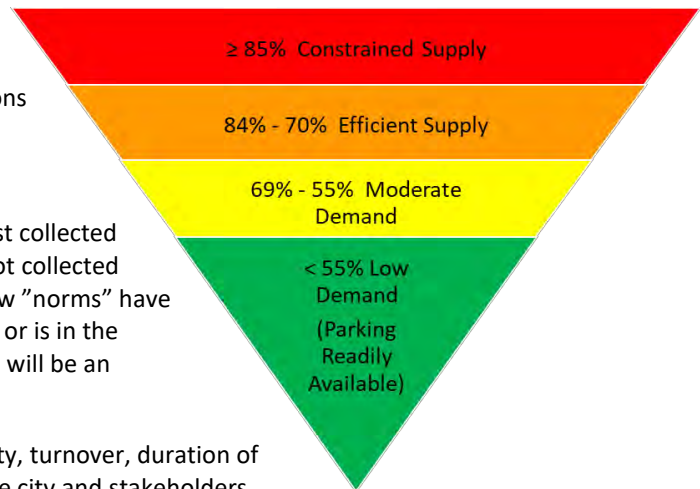
Use data to monitor and assess parking trends downtown, identifying surpluses and deficits in parking. Use data to inform objective and strategic decision-making.

### Community Concern Addressed

Effective decision-making requires support from reliable data. This strategy helps separate perceptions of parking from actual parking use.

### Strategy Description

Prior to the 2025 data collection effort, data was last collected in 2012. While it is understandable that data was not collected during the aftermath of the pandemic, now that new "norms" have begun to stabilize and redevelopment has occurred or is in the pipeline, maintaining current data collection efforts will be an important element.



Objective, up-to-date data on occupancy, seasonality, turnover, duration of stay, patterns of use, and compliance will enable the city and stakeholders, including the Parking Work Group, to make more informed decisions as the Downtown area expands. Data is a key element in helping the City and the community to separate perceptions of parking from the realities of parking. As such, routinely refreshed data provides a sound and objective reference point for assessments of the parking supply, tracking the impacts of strategies outlined in this document, and revising or adding new strategies in the future.

The system for supplementing the growing library of data does not need to be elaborate. However, it should be consistent, routine, and structured to answer relevant questions about the metrics listed above. Data can be collected in samples, and other measures of success can be gathered through third-party or volunteer processes. It is recommended that updates occur at least every three years.

### Implementation Timeframe

#### Mid-Term and Ongoing

- Establish a routine schedule and timeline for implementation at least every three years.
- Conduct routine turnover and occupancy surveys of the on- and off-street facilities in Downtown.
- Replicate the 2025 study boundaries to ensure accurate data comparisons.
- Consider collecting seasonal data to compare and contrast with the data collected in 2025.
- Prepare summary reports of findings and communicate these to the City Council, the Downtown business community, and the general public. Create space on the City website for these reports.
- The Parking Work Group can use this data to inform ongoing decisions objectively.

### Estimated Costs

**\$-\$\$** The data collection element of the 2025 Downtown Parking Assessment was approximately \$15,000. The full scope of the study (including the inventory, data collection, analysis, and reports) totaled approximately \$25,000. Costs can be minimized in subsequent surveys by utilizing the inventory and database developed for the first effort, as well as by employing volunteers to collect data.

## 4.3 Communication and Outreach (CO)

### CO-1: Create City of Canby Parking Website

NEW

#### Action Statement

Design and create a standalone parking information website with all current parking information for the City of Canby.

#### Community Concern Addressed

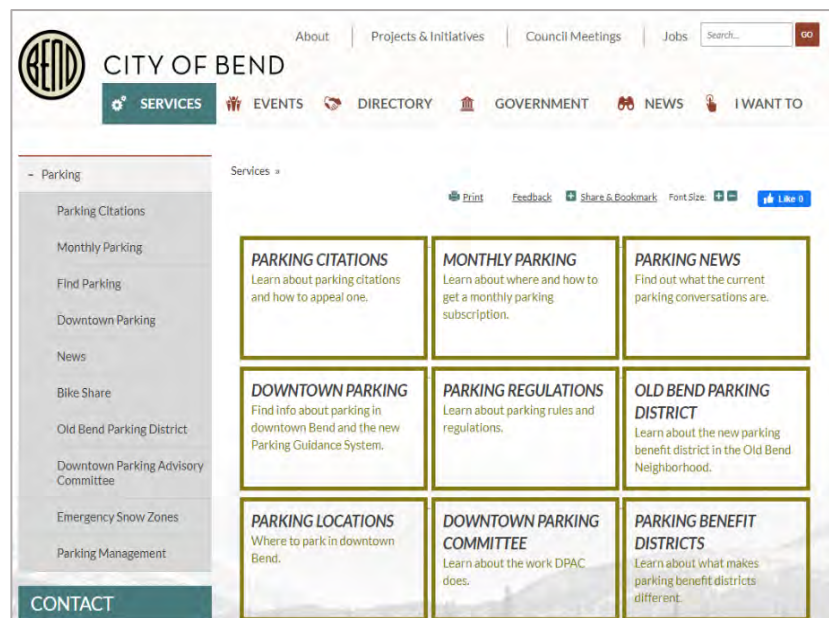
Addresses the need for clear, simple-to-use, and accessible information, as well as up-to-date information on parking in Downtown Canby.

#### Strategy Description

Effective communication with the public, including locals, visitors, and employees, will be crucial to the success of parking management strategies. Parking locations, future time limitations, hours of operation, enforcement questions, connections to transportation options, data findings, Parking Work Group meetings, and other relevant details should be regularly updated and communicated via the city's website. The more information people have about parking, the better.

Utilizing **PM-2**, the city's parking logo should be incorporated on the website. For example, the City of Bend effectively and intuitively conveys helpful parking information on its website, along with links to other related topics (see **Figure F**).

Figure F: Website Example – City of Bend, Oregon



#### Implementation Timeframe

##### Short-Term

- Working with the Parking Working Group and city staff to outline and organize key parking elements important for the City's parking website.
- Retain a web designer to design and launch a new city parking website.

##### Ongoing

- Keep website information current as changes to the on and off-street parking occur.

#### Estimated Costs

- \$ Costs associated with designing and deploying a coordinated and well-maintained webpage can be incurred in-house, so staff time will be needed to work with the Parking Working Group to organize

website elements, pages, hyperlinks, relevant parking policies, code, and past and current planning efforts. If the City elects to bring in a third party to design and/or host the website, the cost will likely increase based on the level(s) of service provided.

## CO-2: Ongoing Information and Education

NEW

### Action Statement

Implement regular and ongoing outreach processes to ensure that Canby and the Parking Work Group understand the community's attitudes, perceptions, and challenges related to parking access and other transportation options in the Downtown.

### Community Concern Addressed

Supports all strategies outlined in this plan.

### Strategy Description

In addition to **PM-7**, the City and the Parking Work Group should develop programs to improve parking based on up-to-date user preference data, designed to directly address common issues that influence parking behavior among visitors, employees, business owners, and residents. Surveys, public forums, and other data collection methods provide valuable insights into current behavior and attitudes, which should be collected on an ongoing basis rather than exclusively during specific projects or planning efforts.

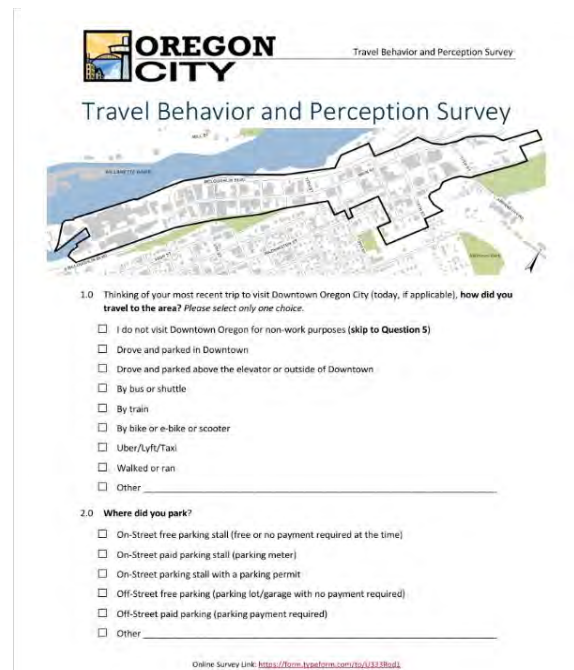
For example, routine online user surveys are a common practice in business districts to track mode behavior and user perceptions and attitudes regarding parking and other modes of access.

### Implementation Timeframe

#### Mid-Term

- Develop a replicable online parking and transportation user survey that would be periodically distributed (e.g., every other year) to downtown users. **Figure G** provides an example from the City of Oregon City, OR. Questions could include (but not be limited to):
  - **Type of User** (e.g., visitor, employee, business owner, resident)
  - **Primary purpose of visit** (e.g., work, shopping, dining)
  - **Location** (e.g., on-street, off-street, in residential neighborhoods)
  - **Other modes used** (e.g., transit, bike, walk).
  - **Perceptions of Parking and/or Downtown** (time limits, safety, cost)
- With the Parking Work Group, explore local networks for distributing online surveys (e.g., email networks, employers, business owners/managers, residential and commercial building managers, digital and social media networks, and public forums).
- Distribute and analyze.

**Figure G: Oregon City – Example Travel Behavior Survey (2022)**



**OREGON CITY** Travel Behavior and Perception Survey

Thinking of your most recent trip to visit Downtown Oregon City (today, if applicable), how did you travel to the area? Please select only one choice.

☐ I do not visit Downtown Oregon for non-work purposes (skip to Question 5)

☐ Drove and parked in Downtown

☐ Drove and parked above the elevator or outside of Downtown

☐ By bus or shuttle

☐ By train

☐ By bike or e-bike or scooter

☐ Uber/Lyft/Taxi

☐ Walked or ran

☐ Other \_\_\_\_\_

2.0 Where did you park?

☐ On-Street free parking stall (free or no payment required at the time)

☐ On-Street paid parking stall (parking meter)

☐ On-Street parking stall with a parking permit

☐ Off-Street free parking (parking lot/garage with no payment required)

☐ Off-Street paid parking (parking payment required)

☐ Other \_\_\_\_\_

Online Survey Link: <https://forms.gle/8m9u4V338Bgd1>

#### Ongoing

- Establish an annual public outreach approach (i.e., survey and public events) to present findings and further discuss changes to Downtown's parking and access system.

### Estimated Costs

- \$ Costs associated with creating an online survey should be minimal, as many comparable cities create and refine these surveys in-house and in partnership with Work Groups and Advisory Committees.

## 5.0 Summary

Canby is experiencing growth, with new customers and visitors discovering the city and its unique Downtown Area. With this influx comes some growing pains for the Downtown parking system, calling for more routine oversight, coordination, and strategic management. The strategies recommended in this report offer a toolbox of methods that Canby can use to manage the parking-related challenges that come with a successful Downtown.

This report recommends parking management strategies that directly address these issues based on data collection, observation, best practices assessments, research, and input from city staff and the community. Strategies follow a logical order of implementation, ranging from short-term to mid-term and long-term, with estimated costs wherever possible.



**City of Canby Bi-Monthly Report**  
**Department: Administration**  
**For Months of: May & June 2025**

To: The Honorable Mayor Hodson & City Council  
From: Maya Benham, Administrative Director/City Recorder  
Prepared by: Teresa Ridgley, Deputy City Recorder  
Through: Randy Ealy, Interim City Administrator  
Date: July 16, 2025

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**2025 Council Goals & Objectives:**  
N/A

**Statistics:**

**Boards and Commissions Vacancies (current)**

Board/ Commission/ Committee	Vacancy	Applications Received	Status
Bike & Pedestrian Committee	2	0	1 term ends 6/30/2026 and the other ends 6/30/2028.
Budget/ URA Budget Advisory Committee	2	0	1 Budget/URA term ends 6/30/2028 and the other Budget/URA Budget ends 6/30/2027.
Heritage & Landmark Commission	2	0	2 terms end 6/30/2026. 1 Student Term ends upon graduation.
Transit Advisory Committee	1	0	Term ends 6/30/2026.

**Public Records Requests**

Processed 9 public records requests.

**Liquor License/ Noise Variance Applications**

There were 2 new liquor licenses.

There was 1 noise variance extension.

**Recruitments in Process**

- Police Officer

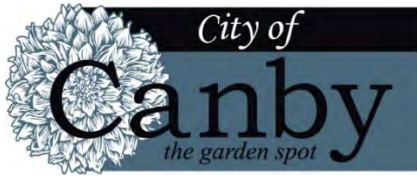
**New Hires**

- Library Assistant I-On Call
- Teen Intern-Library
- HR Director
- Police Officer

**Department Activities:**

N/A





**City of Canby Bi-Monthly Report**  
**Department: Municipal Court**  
**For Months of: May & June 2025**

To: The Honorable Mayor Hodson & City Council  
 From: Maya Benham, Administrative Director/ City Recorder  
 Prepared by: Jessica Roberts, Municipal Court Supervisor  
 Through: Randy Ealy, Interim City Administrator  
 Date: July 16, 2025

**2024 Council Goals & Objectives:**

Not Applicable

**Statistics:**

Monthly Statistics	May	June
<b>Misdemeanors</b>		
Offenses Filed	18	35
Cases Filed	12	25
Warrants Issued	10	10
<b>Misdemeanor Case Detail</b>		
Diversion/Deferred Sentence	5	5
Offenses Dismissed	6	0
Offenses Sentenced	8	1
<b>Traffic &amp; Other Violations</b>		
Offenses Filed	193	188
Cases/Citations Filed	116	136
Parking Citations Filed	6	12
<b>Traffic &amp; Other Violations Case Detail</b>		
Diversion (Good Driver Class/MIP)	23	16
Dismissal (Fix It Tickets)	27	25
Dismissed by Judge or City Prosecutor	19	12
Sentenced by Judge	33	30
Handled by Violations Bureau	104	85
Guilty by Default	102	76
<b>Traffic and Criminal Trials</b>		
Court Trial (Misdemeanor)	0	0
Jury	0	0
Traffic Trial	4	6
Defendant Accounts Referred to Collections	\$15,358.00	\$34,676.25
Fines & Surcharges Collected	\$48,749.49	\$45,125.20

**Explanation of terms:**

Canby Municipal Court has jurisdiction over all city and state traffic offenses, City Code violations and misdemeanors committed within city limits.

1. Difference between Offenses Filed vs. Cases Filed
  - Multiple offenses (charges) can be filed on any one defendant from a single traffic stop or arrest.
  - “Offenses Filed” reflects this number. “Cases Filed” refers to a single defendant’s matter before the court.
2. Guilty by Default. When a defendant does not appear or contact the court on their scheduled court date a defaulted conviction is entered against them on the following Thursday. A court clerk processes the default convictions.
3. The court’s Violations Bureau Order allows court clerks to accept pleas, offer a deferred sentence program (if qualified) and set a payment plan, under the Judge’s authority.

If a defendant qualifies, the clerks can offer an option to participate in an informative driving education course for a fee to the court. If there are no convictions during the following six months, the case will be dismissed.

Current programs and to qualify:

- Good Drivers Program (no prior traffic convictions in the last five years and no further convictions for 6 months)
  - 1st Offender - Minor in Possession of Alcohol/Marijuana citation
4. The court offers a Fix It program, which allows the defendant to have a citation dismissed if an issue with their vehicle, registration or license is fixed. There is a \$50 dismissal fee owed for each fixed violation.

**Department Activities:**

The court misdemeanor docket continues to be full and operating smoothly. The court finalized contracts with two public defense attorneys who both started their dockets in May and have been a valuable asset to the department.



**City of Canby Bi-Monthly Report**  
**Department: Economic Development**  
**For Months of: May & June 2025**

To: The Honorable Mayor Hodson & City Council  
From: Jamie Stickel, Economic Development Director  
Through: Randy Ealy, Interim City Administrator  
Date: July 16, 2025

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**2025 Council Goals & Objectives:**

**Goal 2.2 Evaluate Options for Recruiting a Hotel Developer.**

- Economic Development staff continues to meet with interested developers, site selectors, property owners, and other interested parties to recruit a hotel. The Canby City Council reviewed potential incentives for hotel development in Spring '25. The Economic Development Director presented tourism initiatives the department would focus on over the course of FY 2026. One of the pieces that had been previously discussed was the potential to add a study of "Room Night Generators" to highlight the need for hotel development and identify where the stays would likely be coming from – corporate stays, recreational stays, friends & family stays. The request to consider a study of this nature was initiated by a hotel developer who has been eager to put the pieces together for development in Canby. The City reached out to Johnson Economics, which has completed various studies in Canby regarding hotel development and is quite familiar with the landscape of Canby. Furthermore, the Economic Development Department worked with the Public Works Director to identify a company who could help with design concept renderings of two potential hotel sites. After a phone meeting with Harper, Houf, Riegelis, and Peterson (HHPR), it was decided the work would best be completed with the assistance of an architectural firm. Staff connected with Scott Edwards Architects, who has completed work in Canby on several projects including the Grant Street Arch and the forthcoming Logging Trail Pathway Project. Provided these pieces pass during the City Council review and vote on the budget, work is expected to begin in early July.

**Goal 3.4 Update Downtown Parking District Master Plan.**

- The City of Canby's Economic Development department continues its work with Rick Williams Consulting (RWC) regarding the downtown Canby Parking Assessment. The assessment will include best practices, an assessment of downtown parking spaces, and feedback from the community. Canby has seen growth, redevelopment, and the addition of downtown housing above mix-used retail since the last time downtown parking was studied by RWC. The City has increasingly heard from business and property owners that they would like to see a change, and the City Council has approved \$25,000 in the FY2025 budget to provide an update. The City of Canby and RWC held a Downtown Parking Open House on Tuesday, June 10<sup>th</sup>. The community was invited and flyers were delivered to downtown business owners. 27 people attended the open house and provided input on the study, problem areas, and how they would like to see parking constraints resolved. A "Customer First" approach was recommended by RWC, and the attendees seemed to agree with that approach while everyone acknowledged there will need to be changes to parking in order to achieve that

approach. The City Council will adopt the Parking Management Strategy during the July 16<sup>th</sup> City Council meeting and then work can begin to relieve the constraints felt by residents, visitors, and businesses.

#### **Statistics:**

- N/A. See Department Activities below.

#### **Department Activities:**

**Canby Civic Engagement Academy:** The Civic Engagement Academy was held May 8<sup>th</sup> and June 12<sup>th</sup> at City Hall in the Willamette Room. The May session featured presentations from the Planning and Economic Development Departments. The June session featured Community Partners including Canby Utility, Canby Fire, and the Canby School District. The Civic Engagement Academy is held at City facilities from January 2025 – June 2025 on the 2<sup>nd</sup> Thursday of the month, though due to inclement weather, the February session has been moved to July 10<sup>th</sup>.

**Logging Road Trail Pathway:** The Urban Renewal Agency approved the construction of a new walking path connecting the Logging Road Trail to HWY 99e. The project was identified as a priority for the Urban Renewal Agency. The project addresses bicycle and pedestrian connections and addresses safety concerns with residents crossing the Oregon Pacific Railroad between the Canby Logging Road Trail and the Fred Meyer shopping complex. The project was advertised for bid at the end of February and the City reviewed bids in mid-March. KNL Industries was chosen as the contractor for the project and will construct a pathway located on the southwest side of the Logging Road Trail. The project will also include a retaining wall, fencing, and path lighting.

**Business Meeting Planning:** On Monday, May 19<sup>th</sup>, the City of Canby's Economic Development team hosted a local business meeting at B's Bake Shoppe. This was the second local business meeting staff held due to strong interest from the business community on collaborating more with the City and within the business community. The meeting provided an informal and collaborative setting for local businesses to connect, share upcoming events, and exchange ideas. Attendees discussed opportunities for further partnership with the City as well as upcoming community happenings, which allowed for better coordination around staffing, product planning, and hours of operation. The Economic Development team appreciated the strong turnout and engagement and looks forward to continuing to strengthen relationships and support Canby's thriving business community.

**3<sup>rd</sup> Grade Tour Planning:** In early April, the City Administrator began conversations with the Canby School District regarding their 3<sup>rd</sup> Grade Tours. The Economic Development Director & Communications Specialist was asked to be the point person on behalf of the City of Canby and met with the Canby School District in late April. On Wednesday, May 7<sup>th</sup> and Thursday, May 8<sup>th</sup>, the Canby School District brought 6 schools with 14 different classrooms on a tour of Canby. Last year, the City hosted students at the Canby Police Department with an array of vehicles from public works and police. This year, the 3<sup>rd</sup> Grade Tours visited several locations in Canby on a walking/bus tour. The Economic Development Director welcomed the classes to the Council Chambers; Public Works staff handed out construction hats and candy in Wait Park as students caught buses to lunch; and the Canby Police engaged with the youth as they ate lunch in Maple Street Park. The effort was a great, successful partnership between the Canby School District and the City of Canby.

**Touch-A-Truck:** The Touch-A-Truck event returned for its second year with great success, drawing large crowds of families eager to explore the wide variety of vehicles and equipment used daily to maintain and improve the City of Canby's infrastructure and public spaces. This year's event showcased strong collaboration among the City's departments, including Economic Development, the Canby Police Department, Public Works, Parks, and Canby Utility, along with additional community partners. Their combined efforts brought an expanded display of vehicles and equipment, offering attendees a unique, hands-on experience. Held in conjunction with the First Thursday Night Market on June 5, 2025, the event created a lively and engaging evening in downtown Canby. The partnership between these two events provided added value for both residents and visitors, blending education, entertainment, and community connection in a single night out.

**Façade Improvement Grant:** The City of Canby Economic Development team received a Façade Improvement Grant application for 4:8 Financial, located at 266 NW 1st Avenue in downtown Canby. The project focuses on enhancing the rear façade facing NW 2nd Avenue—a prominent area regularly activated by key community events such as the Canby Independence Day Celebration, Big Night Out Street Dance, and the First Thursday Night Market. Planned improvements include repairing dry rot, repainting in the current color scheme, installing a new black awning, and upgrading the entryway to create a more welcoming and visually appealing presence in this high-traffic area. The application was granted approval by the Urban Renewal Agency at the May meeting. Economic Development staff have coordinated closely with the applicant to ensure compliance with grant requirements and look forward to the completion of the project and the positive impact it will have on Canby's downtown streetscape.

**Canby Independence Day Celebration:** City of Canby staff have been actively preparing for the 2025 Canby Independence Day Celebration throughout the spring. The annual planning meeting for the event was held on May 13, bringing together representatives from various City departments and partner organizations involved in its coordination. The event is led by the Economic Development Department, which coordinates closely with other City departments and external partners to ensure a successful and well-organized celebration. Building on the strong foundation of previous years, the 2025 event will maintain many of its most popular features, including the family-friendly kids' area with bounce houses, a game truck, and the tie-dye booth hosted in partnership with Canby Christian Church. Agencies have been working collaboratively to address logistics and planning needs, including adjustments related to traffic impacts from the ongoing closure of Knights Bridge Road. This year's celebration is scheduled for Friday, July 4<sup>th</sup> in downtown Canby, with a fireworks display to follow at Trost Middle School. The City looks forward to welcoming the community for another memorable Independence Day.

**Canby Utility Electricity:** Economic Development staff attended the Canby Utility Board meeting on Tuesday, May 13<sup>th</sup>, along with Planning and Public Works employees. Canby is experiencing power constraints and projects are now being required to undergo feasibility studies for large loads. Canby Utility purchases power from Bonneville Power Administration (BPA) and Portland General Electric (PGE) delivers that power through transmission lines. A feasibility study completed in 2025 indicated PGE's system is nearing capacity and will need to undergo infrastructure upgrades. The power constraints were affecting three projects that have received land-use approval including the Clackamas County Fairgrounds & Event Center, OLCC, and the Trammell Crow project. Representatives from OLCC and Trammell Crow attended the May 13<sup>th</sup> CUB meeting to express their needs of better understanding the process to get power to their approved developments. Furthermore, OLCC and Trammell Crow attended the June 4<sup>th</sup> City Council meeting to ask for support in identifying a solution. City of Canby staff continue to work with CUB in identifying solutions to assist these businesses, as well as address long-term power needs. As site selectors, developers, real estate brokers, and builders approach the City of Canby, staff has provided them with official notice from CUB on the constraints.

**Snyder Memorial Bench:** The City of Canby installed a memorial bench in Wait Park in honor of Jeff Snyder, who served the City of Canby for 28 years. Snyder began in the Canby Parks Department before moving to a leadership role as Public Works Operations Supervisor in 2022. The unveiling ceremony for the bench was held on Wednesday, June 4<sup>th</sup>, and attended by Snyder's friends, family, and City of Canby employees. The bench will serve as the first in the Memorial Tree and Bench program, recently adopted by the City Council. The City plans to install a free-standing plaque next to the bench. The plaque will have a QR Code for those who may be inspired by the bench and are eager to learn more on the Memorial Bench process.



**Pre-Application Conferences:** Economic Development staff attended two pre-application conferences – one for the Ace Auto Glass building and one for Hope Village's proposed community center. Both projects are in the early stages of exploring the necessary steps outlined as far as land-use is concerned. Pre-applications conferences provide the applicant with an understanding of requirements from utility providers, public works departments, and other agencies such as ODOT or Clackamas County. Economic Development staff attends pre-application

conferences to have a better understanding of proposed development as well as identify opportunities to connect with businesses while they are early in the land-use process.

**Heritage and Landmarks Commission:** The City of Canby was awarded funding through the Certified Local Government program to conduct an Intensive Level Survey. The Heritage and Landmarks Commission received three proposals in response to the Request for Proposals for surveying six designated properties. Following a thorough review, the contract was awarded to Willamette Cultural Resources Associates. A project kickoff meeting is scheduled for mid-July to review the scope of work and ensure alignment among all stakeholders before fieldwork begins. Economic Development is enthusiastic about supporting the continued preservation efforts led by the Heritage and Landmark Commission and looks forward to the valuable insights this project will provide.

**Canby Business Connection:** The Economic Development Department has partnered with *Canby Advantage* to launch the *Canby Business Connection*, a monthly feature in *Canby Magazine* that highlights local businesses and organizations. This initiative offers a no-cost opportunity for featured businesses to share their stories, providing the community with an engaging and authentic way to learn more about the businesses that make up Canby's thriving local economy. The June edition spotlighted Le Nest, featuring owner Shelly Prael and her recently remodeled building—an improvement made possible through the City's Façade Improvement Grant program. Economic Development staff were pleased to attend Le Nest's ribbon cutting ceremony on June 18<sup>th</sup>, hosted by the Canby Area Chamber of Commerce, in celebration of this exciting milestone. We are proud to help share Shelly's story and look forward to supporting her continued success as a valued member of the Canby business community. We are excited to see Shelly's story reach a broader audience and look forward to supporting her continued success in the Canby business community.



**Canby Pond in Community Park:** Economic Development staff recently met with representatives from the Oregon Department of Fish & Wildlife, along with Parks and Public Works, to discuss potential improvements to Canby Pond, located in Community Park. The conversation focused on enhancing the pond's accessibility, habitat quality, and overall recreational value for the community and tourists alike. Several grant opportunities were identified during the meeting, which could help support these improvements. Economic Development will continue to explore available funding sources and collaborate with partners to advance this project.

**Window Painting Contest:** The City of Canby, in partnership with the Clackamas County Fairgrounds & Event Center and the Canby Area Chamber of Commerce, is excited to bring back the Window Paint Contest for its second year. This initiative invites local businesses to decorate their storefront windows with themes inspired by Canby's signature August events, including the Clackamas County Fair & Rodeo, Canby's Big Night Out Street Dance, Cutsforth's Cruise-In, the Swan Island Dahlia Festival, and the Dahlia Run. The contest is designed to creatively promote community events while drawing the attention of both residents and visitors to Canby's vibrant downtown. Building on the strong participation and enthusiasm from last year, we look forward to an even more successful and engaging contest this year.

**Knights Bridge Repair:** Clackamas County started work on the Knights Bridge Repair on June 16<sup>th</sup>. Knights Bridge will be closed for a four-month period through October 2025. Bridge repairs will include painting, sealing cracks on the deck, resurfacing the deck, repairing the concrete columns and bridge approaches, and making seismic upgrades. City of Canby staff has coordinated with Clackamas County to provide the best, most up-to-date information to Canby residents and will continue to collaborate on ways to provide information on how to best access Canby and all it has to offer.



**CAT Bus Marketing:** Economic Development and Canby Area Transit staff are once again collaborating with one another to promote community events through advertising on CAT buses. With Canby businesses contributing to the local transit system through the transit tax, and the addition of the Canby Loop route, this initiative presents a valuable way to highlight the City's four major annual events—Canby Independence Day Celebration, Big Night Out, Spooktacular Village, and Light Up the Night—as well as the First Thursday Night Market (on a monthly basis). The marketing materials were designed to be event-specific while also maintaining a timeless, general appeal, allowing for use over multiple years. This effort supports local businesses, enhances community visibility, and leverages public transit as a platform for broader engagement.





**City of Canby Bi-Monthly Report**  
**Department: Finance**  
**For Months of: May & June 2025**

To: The Honorable Mayor Hodson & City Council  
From: Scott Schlag, Finance Director  
Prepared by: Katy Joyner, Financial Analyst  
Through: Randy Ealy, Interim City Admin  
Date: July 16, 2025

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**2025-2027 Council Goals & Objectives:** See Department Activities

**Statistics:** Attached

**Department Activities:**

In addition to providing services and responding to inquiries from both internal and external customers, the Finance Department reports the following items of interest for this period.

- The FY2025-2026 budget was approved by the Budget Committee in May and adopted by the Council in June. A supplemental budget for FY2024-2025 for the URA was also adopted in June.
- The Master Fee Schedule was updated for FY2025-2026 and adopted by Council in June setting the cost of services offered by the City. A work session was held in June to discuss some of the changes to the Master Fee schedule.
- The interim audit work begins in June, while staff also works to make sure all invoices are paid and new purchase order's and contracts are in place for the new fiscal year.
- The GFOA Budget Presentation Award application is in the works and will be completed and submitted before the end of July.
- The Finance Team participated in the following meetings, training and events this period:
  - Leadership Team meetings
  - OSCP Govt. Accounting & Auditing Conference
  - Budget Committee Meetings
  - Safety Meetings
  - Finance Team meetings
  - Caselle Webinars



**Statistics FY 24-25****JUL-AUG   SEP-OCT   NOV-DEC   JAN-FEB   MAR-APR   MAY-JUN****Accounts Payable**

Invoices	488	468	561	453	517	699
Invoice Entries	1,136	1,222	1,286	822	1117	2717
Encumbrances	46	43	43	42	45	27
Manual Checks	8	1	1	2	3	0
Total Checks	336	324	300	352	314	338

**Payroll**

Timesheets Processed	564	501	543	427	423	531
Total Checks and Vouchers	637	570	617	498	492	606
New Hires/Separations	12 / 9	3 / 26	1 / 2	2 / 7	2 / 2	6 / 4

**Transit Tax Collection**

Forms Sent	51	1,186	1,882	75	1243	1236
Accounts Opened/Closed	40 / 6	17 / 20	5 / 19	43 / 35	1	1
Returns Posted	765	602	315	1,733	1168	763

**Utility Billing**

Bills sent	9,950	10,554	10,505	11,099	10,497	10,518
Counter payments	79	83	87	44	71	66
Accounts opened/closed	87	87	28	100	94	55
Lien payoffs completed	28	14	7	14	16	12
Lien payoff inquiries	56	91	34	59	58	45
Collection notices sent	44	79	86	0	146	197
Accounts sent to WCB	9	57	0	20	52	0

**General Ledger**

Total Journal Entries	271	235	278	229	294	287
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**Cash Receipts Processed**

Finance	1,239	847	616	1,222	990	873
Utility	220	248	221	224	233	239



**City of Canby Bi-Monthly Report**  
**Department: IT**  
**For Months of: May & June 2025**

To: The Honorable Mayor Hodson & City Council  
From: Todd Wood, Transit/ Fleet/ IT Director  
Prepared by: Same as above  
Through: Randy Ealy, Interim City Administrator  
Date: July 16, 2025

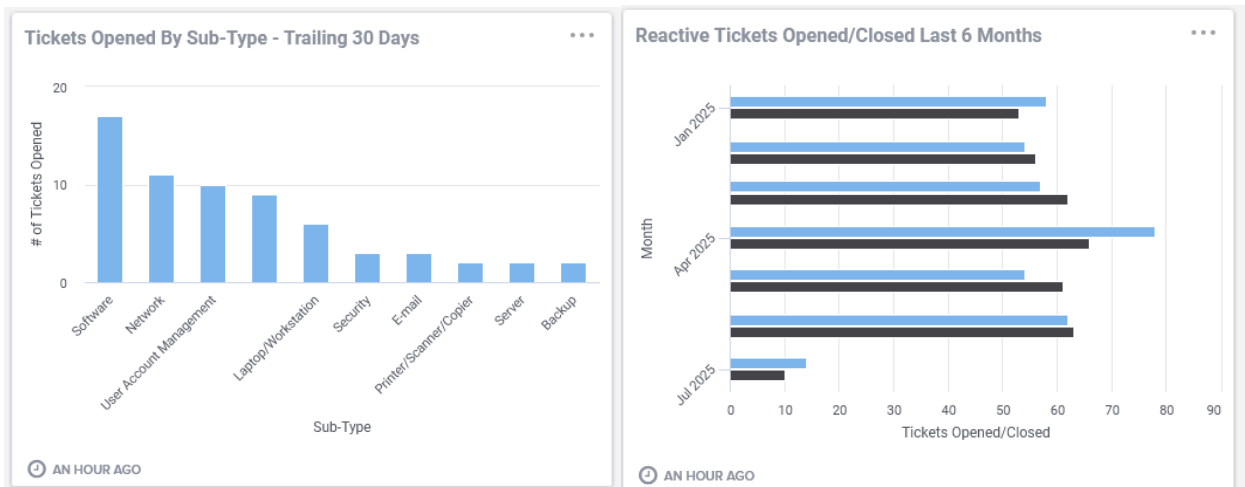
**2025 Council Goals & Objectives:**

**Goal 1: Promote Financial Stability**

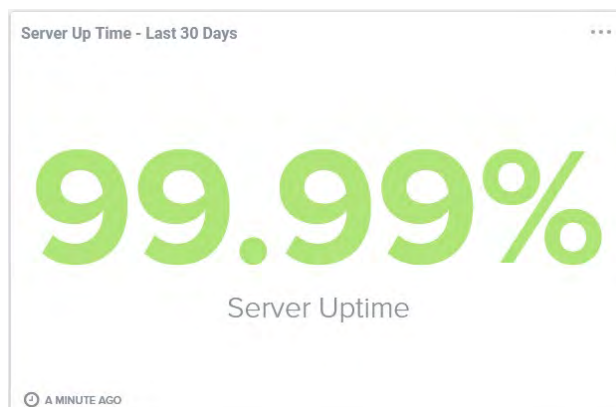
[See Department Activities Below](#)

**Tickets:**

Tickets Resolved in FY 25: 860  
Tickets Resolved this period: 117  
Open Tickets as of this report: 26



**Server Status during this period:**



## System Security Status:



## PERSISTENT FOOTHOLDS

During this time frame, your cybersecurity platform analyzed **150,392** autorun events to discover persistent footholds that, if not remediated quickly, could become malicious threats to your business.

Of those events, there were **2** autorun signals detected through automated and human analysis. None of the detected signals were suspicious in nature, thus no further investigation was warranted by your security team.

## CANARIES IN YOUR MINE

525

Protected User Profiles

with **1,763** total canary files, deploying multiple canary files per user

0

Ransomware Incidents Reported

across **179** endpoints

## Department Activities:

- All UPS units at PD were replaced.
- PD needs a new CJIS compliant wireless network. Project scheduled for July and August
- 80 PCs are End of Life in October 2025. The process to replace these PCs has begun, however, funding will limit the number of PCs replaced annually to 30. We expect to replaced 25 this FY.
- Staff will be transitioning to new remote software which will consolidate which process is used for remote work.
- A review of our phone system cost and service is underway. We are currently paying month to month with Direct Link and our costs are higher due to a lack of a contract. We are evaluating various voice over IP vendors to reduce costs.
- All Main server switches at PD were replaced.










**City of Canby Bi-Monthly Report**  
**Department: Library**  
**For Months of: May & June 2025**

To: The Honorable Mayor Hodson & City Council  
 From: Marisa Ely, Library Director  
 Prepared by: Same as above  
 Through: Randy Ealy, Interim City Administrator  
 Date: July 16, 2025

**2025 Council Goals & Objectives:**

Promote Financial Stability: *Develop a Plan to Fund Current and Expanded Library Services*

**Statistics**

 <div> <b>CANBY PUBLIC LIBRARY</b>  <b>MAY/JUNE '25 SNAPSHOT</b> </div>	
Items added to the collection - 1,142 	Room reservations 240
Holds filled 8,086	 New cards 226*
Checkouts  Digital: 9,974 Physical: 41,903	General, Self-Directed & Outreach: 18 events - 1,037 participants
Items checked in 39,568	 Adult events - 21 Participants - 166
Customer interactions - 3,220 	Children's events - 35 Participants - 643
Visitors 16,282	 Teen events - 9 Participants - 63



## Department Activities:

- Other programming:
  - General Interest: 1 event / 167 participants
  - Outreach: 4 events / 507 participants
  - School Tours: 13 events / 363 participants
  - Blood Drives: 2 / 46 units of lifesaving blood collected



Maker Lab: Wet Felting Portraits  
Book Bedazzling Program



- The Summer Reading Program began on June 2<sup>nd</sup> and we've already had over 1,000 people of all ages sign-up so far!
- The library added 7 new volunteers to our robust group of incredible volunteers!
- Our new Summer Teen Intern, Henry, started on June 17<sup>th</sup>! This short-term internship is entirely grant funded through the *State Library of Oregon*.
- The library's *Career Center*, entirely grant funded through Clackamas County, is coming along and we're hoping for an open date this Summer! (pictured right)
- Upcoming events:
  - Clackamas County Repair Fair → Saturday, July 12, 2025 - 10:00am to 1:00pm
  - The following programs are made possible in part by a grant from *Oregon Humanities* (OH), a statewide nonprofit organization and an independent affiliate of the *National Endowment for the Humanities*.
    - Preserve Your Harvest: Tomatoes Made Easy! → Wednesday, July 9, 2025 - 1:30pm
    - The 7 R's of Sustainable Living (featuring guests from *Clackamas County Sustainability & Solid Waste* and the *Canby Kiwanis Thrift Store*) → Thursday, July 24, 2025 - 6:00pm





**City of Canby Bi-Monthly Report**  
**Department: Development Services**  
**For Months of: May & June**

To: The Honorable Mayor Hodson & City Council  
From: Don Hardy, Planning Director  
Prepared by: Laney Fouse Lawrence, Planning Technician  
Through: Randy Ealy, Interim City Administrator  
Date: July 16, 2025

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**2025 Council Goals & Objectives:**

**Goal 1.3 Adjust the City's System Development Charges (SDCs).**

- Three City Council work sessions (February 19, March 19 and June 4) covered parks, sewer and storm and transportation system development charges, background, needs, options and methodology and the next work session will be on July 23. A 90-day State notice and 60-day review period are required. Our current SDC work is targeting parks SDC's with the Parks and Recreation Advisory Committee, and the last meeting was on May 20 and focused on the 20-year parks list and the August 19 meeting will provide the Parks and Recreation Advisory Committee with a refined 20-year list and of service standard.

**Goal 2.1 Complete the City's Housing Needs Analysis (HNA) and Housing Production Strategy (HPS).**

- The City Council approved the HNA and DLCD provided us with a letter identifying that no appeals occurred and that the HNA is valid for four years. The HPS is anticipated to be ready for hearing in September 2025, and a city council work session will occur on July 16.

**Goal 2.4 Complete the City's development code update**

- The Housing Efficiency Measures (planned unit development and cottage cluster code) were adopted by City Council on November 6, 2024 with a second reading on November 20, 2024 and there were no appeals. The full City development code update will require consultant assistance, and subject to City Council budget approval and council directed staff to start the update work early in 2026 so that funding will match up with anticipated additional funding in FY 26/27. Clackamas County is completing a development code audit, and our staff will be looking at the merits of a similar code audit, followed by the code update. Staff will be developing a scope of work for addressing the code update and consultant selection before the end of 2025.

**Statistics:**

**Land Use Application Activity:**<sup>1</sup>

1. **Pre-Application Conferences** held for the period of May 1 – June 30, 2025: Potter’s Industries, Ace Glass Remodel and Hope Village Campus
2. **Pre-Construction Conferences** held for the period of May 1 – June 30, 2025: None
3. **Site Plans Submitted for Zoning Conformance** May 1 – June 30, 2025: **33** site plan review applications were submitted and have been or are being released for building permits
4. **Signs Submitted for Plan Review** May 1 – June 30, 2025: **4** applications submitted

**Planning Commission Activity:**

1. Agenda Items Reviewed May 1 – June 30, 2025: During this period, the Planning Commission:
  - a. Held a work session to discuss the **Housing Production Strategy**

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<sup>1</sup> Note that the applications listed here do not capture the department’s full backlog of active land use applications and site plan reviews, many of which were either submitted prior to this reporting period or have been submitted but are currently deemed incomplete applications.



**City of Canby Bi-Monthly Report**  
**Department: Police**  
**For Months of: MAY & JUNE 2025**

To: The Honorable Mayor Hodson & City Council  
 From: Chief Jorge Tro  
 Prepared by: Katie McRobbie, Administrative Supervisor  
 Through: Randy Ealy, Interim City Administrator  
 Date: July 16, 2025

**2025 Council Goals & Objectives:** *N/A - See Department Activities below.*

**STATISTICS:**

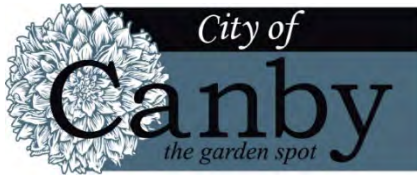
	MAY	JUNE
Calls for Service - Dispatched 911 / Non-Emergency Calls / Self-Dispatched Calls	1103	1047
<b>PROPERTY CRIMES REPORTED</b>		
Burglary	0	1
Unauthorized Use of Motor Vehicle / Unlawful Entry into Motor Vehicle	2	1
Robbery	0	0
Theft I, II, & III	10	14
Forgery / Counterfeiting	0	0
Trespass	6	11
Vandalism / Criminal Mischief	10	6
<b>PERSON CRIMES REPORTED</b>		
Assault I, II, IV	2	4
Carrying Concealed Weapons (knife, blade, etc.)	0	0
Disorderly Conduct (includes resisting arrest)	2	2
Endangering Welfare of a Minor / Recklessly Endangering	2	0
Felon in Possession of Firearm / Restricted Weapon	0	0
Harassment, Intimidation or Threats	10	5
Identity Theft	1	2
Interfering with Peace Officer	0	0
Menacing	3	2
Sex Offenses	1	2
Strangulation	1	1
<b>ARRESTS</b>		
Warrant Arrests (includes contempt of court, restraining order violations, parole violations)	11	19
Adult and Juvenile Custodies (includes juvenile curfew)	27	53



<b>DRUG CRIMES</b>		
Possession Controlled Substance (Cocaine, Heroin, Marijuana, Meth)	1	1
Delivery of a Controlled Substance (Cocaine, Heroin, Marijuana, Meth)	0	0
Manufacture Controlled Substance (Cocaine, Heroin, Marijuana, Meth)	0	0
<b>TRAFFIC CRIMES, ACCIDENTS, CITATIONS</b>		
Attempt to Elude	3	1
Driving Under the Influence of Intoxicants (Alcohol & Controlled Substance)	6	10
Other Traffic Crimes (Hit & Run, Driving While Suspended / Revoked, Reckless Driving, Failure to Surrender Suspended License / Use Invalid License)	8	8
Traffic Accidents	4	6
Traffic Citations	335	295

#### **Department Activities:**

- CPA Bargaining finalized
- Annual Bike Rodeo at Knight Elementary
- Held EOP Tabletop Exercise at PD with Community Partners (Earthquake Scenario)
- Clackamas County School District wide renunciation exercise at the fairgrounds
- Clackamas County Police Chief's Meeting
- Police Department Active Threat Training
- Transit Police Presentation / Lunch
- Monthly Police / Fire Meeting



**City of Canby Bi-Monthly Report**  
**Department: Public Works**  
**For Months of: May & June 2025**

To: The Honorable Mayor Hodson & City Council  
From: Jerry Nelzen, Public Works Director  
Prepared by: Maria Toledo, Office Specialist  
Through: Randy Ealy, City Administrator  
Date: July 16, 2025

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**Facilities Maintenance Department**

**Statistics:**

Facilities	Total Hours
May	152
June	136

**Department Activities:**

May began with the Canby School District's 3rd grade field trip, a tour around the City of Canby. The Public Works Department participated by hosting an educational setup at Wait Park, serving as the students' final stop before enjoying lunch with the Police Department. Over the two days, approximately 321 third-grade students took part in the trip. To make the experience memorable, Public Works provided hard hats and stickers to the students as fun and educational souvenirs.

June brought in some good sunny weather, making it ideal for outdoor maintenance around City buildings. The outside of the City's building like the Police Department, City Hall, and Public Works. Power pressures the cobwebs around the buildings including parking lots at the Police Department, and windows to maintain the buildings looking presentable for the Public.



## Parks Department

### Statistics:

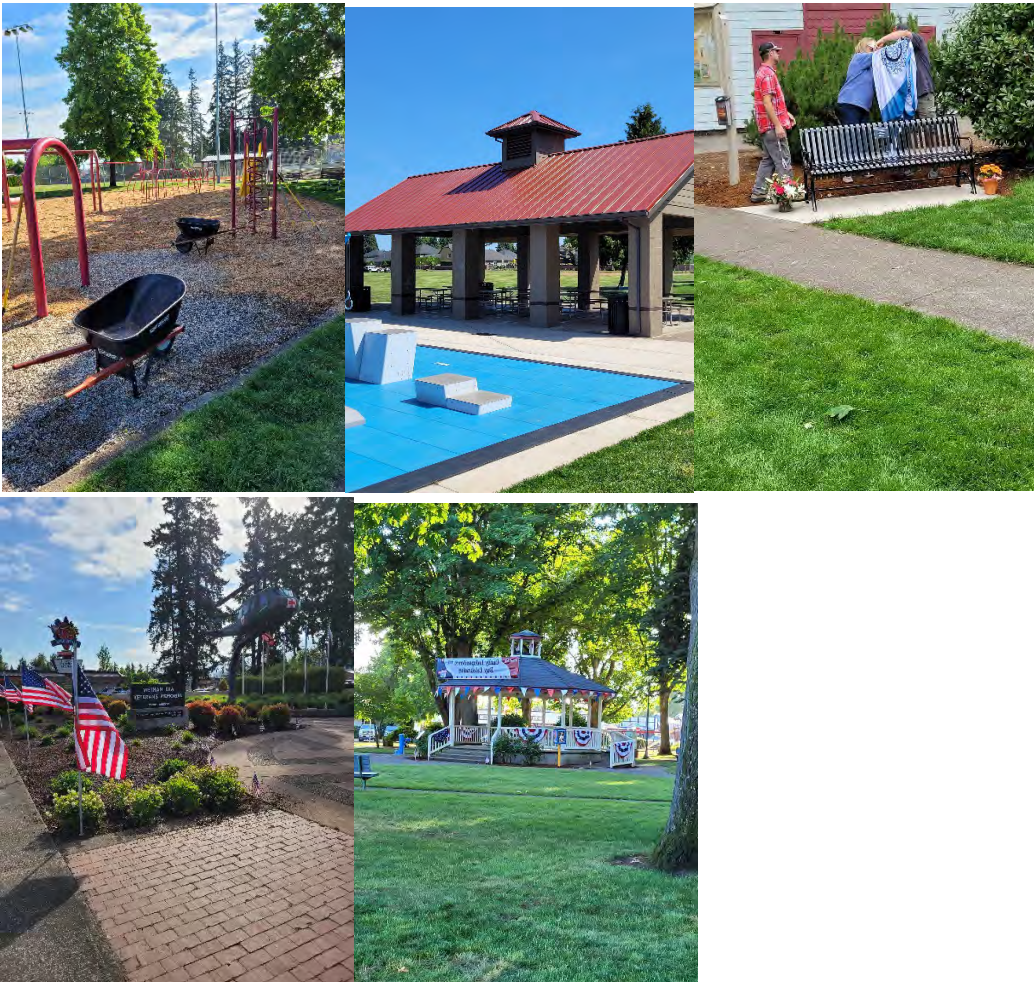
May hours: 985.5

June hours: 1000

### Department Activities:

May consisted of playground surfacing to get up to fall safety standards. New metal roofing was installed to Legacy bathroom and covered area. Maple restrooms were also completed. The old composition roofing was rated a 15-year roof. These facilities are over 20 years old. The new metal roof will protect the facilities for many years. The Vet. Memorial, Zion Cemetery and Baker Prairie Cemetery were prepped for the Memorial Day weekend.

June consisted of a new bench installed at Wait Park. This memorial bench was dedicated to Jeff Snyder who worked in Canby Parks and Public Works for 28 years. Other memorial benches were placed on the logging road and Spitz property as part of our memorial bench program. The remaining of June consisted of detailing Wait Park for the Independence Day celebration.





## Sewer Collections Department

### Statistics:

May Sewer	Total Hours
Sewer Cleaning	83
Sewer Maintenance/Repair	29.5
Sewer TV'ing	21
Lift Station Maintenance	36
Locating Utilities	40
Sewer Inspections	10
Vactor Usage	0

June Sewer	Total Hours
Sewer Cleaning	2
Sewer Maintenance/Repair	96
Sewer TV'ing	6
Lift Station Maintenance	29
Locating Utilities	45
Sewer Inspections	18
Vactor Usage	0

### Department Activities:

May and June were ideal months to focus on street and equipment maintenance. However, the sunny weather also led to an increase in park visitors and foot traffic on the streets. As the number of visitors at parks and public spaces continues to rise, we've observed a corresponding increase in maintenance and repair needs. Over the past two months, our crew responded to two major repairs at the Community Park. The first involved a broken water pipe that required immediate replacement. The second issue occurred when the crew had to remove the pump, during which they discovered rags clogging the impeller, a result of inappropriate items being flushed down into public restroom toilets. These types of incidents are becoming more frequent as park usage grows. Overall, the crew has become more alert and responsive to these issues, taking prompt action upon notification to prevent problems from escalating and causing further damage.



## Streets Department

### Statistics:

May Streets	Total Hours
Street Maintenance	321
Sidewalks Inspections	0
Driveway Approach Inspections	3
Street Sign Maintenance	11
Street Sign Manufacturing	0
Streetlight Repair	0
Tree Maintenance	24
Dump Truck	24
Mini Trackhoe	0
June Streets	Total Hours
Street Maintenance	707
Sidewalk Inspections	0
Driveway Approaches	1
Street Sign Manufacturing	0
Street Sign Maintenance	1
Streetlights	0
Tree Maintenance	26
Mini Trackhoe	0

### Department Activities:

In May, the crew began hanging flower baskets throughout the downtown area, signaling the start of preparations for the sunny summer months ahead. May and June are typically busy months, with increased applications for street closures and more events taking place. The crew was actively involved in setting up barriers and signage for events such as the First Thursday Night Market, Canby Farmers Market, Touch-a-Truck, and others. In addition to

supporting these community events, the team focused on keeping the streets clean and free of debris before and after each event. They also worked on repairing street cracks and filling potholes to ensure the roads remained safe and well-maintained.



Storm Water

Statistics:

May Storm	Total Hours
Catch Basin Maintenance	45
Drywell Maintenance	2
Storm line Maintenance/Repair	0
Storm line Inspections	3
Vactor Usage	0
Erosion Control Inspections	0
Drying Beds	0
June Storm	Total Hours
Catch Basin Maintenance	0
Drywell Maintenance	12
Storm line Maintenance/Repair	2
Storm line Inspections	1



Vactor Usage	0
Erosion Control Inspections	0
Drying Beds	0

### Department Activities:

The NE 10<sup>th</sup> Avenue project has been under construction since May and is expected to be completed by October 2025. The crew has been working closely with the contractor on-site, as the project requires the City involvement in installing drywall and sewer. Throughout the project we discovered that some lateral locates were incorrectly marked. As a result, the crew had to reassess and correctly identify the location of all laterals to ensure accuracy. We have also been actively involved in installing new sewer lines along NE 10th Avenue. As the project progresses, our focus remains on completing our portion of the work efficiently to keep the contractor on schedule and contribute to the successful and timely completion of the overall project.



### Wastewater Treatment Plant

NPDES Permit Parameter	NPDES Permit Limit	WWTP - May Monthly Avg	WWTP - June Monthly Avg
Biochemical Oxygen Demand (CBOD)	10 mg/l	1 Mg/l	2 mg/l
Total Suspended Solids (TSS)	10 mg/l	1 Mg/l	2 mg/l
BOD Removal Efficiency	85 %	99.5 %	99.3 %
TSS Removal Efficiency	85 %	99.5 %	99.2 %

Solids Processing			
Month	WWTP Solids Processed	WWTP - Belt Press Operation	Solids Hauled to Heard Farms
May	899,600 gallons	21 days	149.95 wet tons/ loads
June	817,800 gallons	20 days	168.79 wet tons/ loads

Laboratory Tests Performed	Laboratory Sampling Events
<ul style="list-style-type: none"> <li>• Process Control: 184</li> <li>• Compliance: 150</li> <li>• Outside Contract Lab: 8</li> <li>• Industrial Compliance/Noncompliance: 4</li> </ul>	<ul style="list-style-type: none"> <li>• Permitted Sampling Events: 16</li> <li>• Permitted Industrial Sampling Events: 0</li> <li>• OSU Influent Sampling Events: 8</li> <li>• Additional Sampling Events: 1</li> </ul>

Pretreatment & Environmental Compliance			
Discharge Compliance: Permit & BMP	100%	Restaurant FOG Compliance	93%
Inspections: Discharge Permit, BMP & FOG	3	Building Plans & Business License	17
Wetland/Stormwater Inspections	7		
Environmental Survey Review	23	Pretreatment Industrial Users	99
Industrial Users with Non-Domestic Wastewater Discharge	149	Industrial Users with Domestic Only Wastewater Discharge	456





**City of Canby Bi-Monthly Report**  
**Department: Canby Swim Center**  
**For Months of: May & June 2025**

To: The Honorable Mayor Hodson & City Council  
From: Eric Laitnen, Aquatic Program Manager  
Prepared by: Same as Above  
Through: Randy Ealy, Interim City Administrator  
Date: July 16, 2025

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**2024 Council Goals & Objectives:** See Department Activities.

**Statistics:** See attached: Revenue finished a little above last year and Attendance finished 1,000 more swims than last year.

**Department Activities:**

- Summer is up and going with a new schedule. There are swimming lessons and public swims twice a day. We also continue to have adult swim, three lap swims a day and water exercise classes. The Canby Gators Swim Club is going strong. We continue with our junior swim team the Penguin Club. The Gator Grinder Triathlon went fantastic, it was filled up and the sun was shining, it was perfect weather.
- We continue with lifeguard classes and in-service training with old and new lifeguards. We just finished up with another lifeguard class and Teresa also held a lifeguard instructor class. We offer free lifeguard classes to encourage more people to get their lifeguard certification.
- Summer is in full swing, as we just finished our first session of morning swimming lessons and will continue to late August. At the end of August, we will be closed for 3 weeks to paint the pool and do our annual maintenance for everything else. There will be a lot of painting and cleaning getting the pool ready for another year. Nathan is working hard to get everything lined up and ready to go.

SUBJECT:

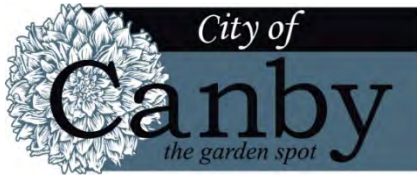
**MAY 2025 Monthly Attendance Numbers**

CANBY SWIM CENTER	ADMIT	ADMIT	PASS	PASS	TOTAL	TOTAL	YTD TOTAL	YTD TOTAL
MAY	2024	2025	2024	2025	2024	2025	23-24	24-25
MORNING LAP	26	53	336	329	362	382	3900	4169
ADULT RECREATION SWIM	45	23	428	446	473	469	4007	4921
MORNING WATER EXERCISE	101	85	273	153	374	238	3172	2571
PARENT/ CHILD/ Family Swim	138	268	0	0	138	268	2111	2676
MORNING PUBLIC LESSONS	0	0	0	0	0	0	3262	3262
SCHOOL LESSONS	939	1073	0	0	939	1073	2583	2691
NOON LAP	106	122	352	383	458	505	4625	5031
AFTERNOON PUBLIC	177	257	2	2	179	259	4327	4404
PENGUIN CLUB	0	0	192	154	192	154	1603	1161
CANBY H.S. SWIM TEAM	0	0	0	0	0	0	1767	1221
CANBY GATORS	0	0	924	1082	924	1082	6856	7016
MASTER SWIMMING	0	0	30	44	30	44	185	235
EVENING LESSONS	1108	1097	0	0	1108	1097	9509	9728
EVENING LAP SWIM	55	39	48	22	103	61	958	850
EVENING PUBLIC SWIM	273	223	16	45	289	268	2749	2291
ADULT LESSONS	28	32	0	0	28	32	177	238
GROUPS AND RENTALS	0	0	0	0	0	0	127	62
OUTREACH SWIMMING	0	10	0	0	0	10	0	130
TOTAL ATTENDANCE	2996	3282	2601	2660	5597	5942	51918	52657

SUBJECT:

**JUNE 2025 Monthly Attendance Numbers**

CANBY SWIM CENTER	ADMIT	ADMIT	PASS	PASS	TOTAL	TOTAL	YTD TOTAL	YTD TOTAL
JUNE	2024	2025	2024	2025	2024	2025	23-24	24-25
MORNING LAP	41	58	329	368	370	426	4270	4595
ADULT RECREATION SWIM	29	55	375	397	404	452	4411	5373
MORNING WATER EXERCISE	78	89	170	187	248	276	3420	2847
PARENT/ CHILD/ Family Swim	328	452	0	0	328	452	2439	3128
MORNING PUBLIC LESSONS	965	1108	0	0	965	1108	4227	4370
SCHOOL LESSONS	420	195	0	0	420	195	3003	2886
NOON LAP	84	114	283	295	367	409	4992	5440
AFTERNOON PUBLIC	530	434	15	20	545	454	4872	4858
PENGUIN CLUB	0	0	214	224	214	224	1817	1385
CANBY H.S. SWIM TEAM	0	0	0	0	0	0	1767	1221
CANBY GATORS	0	0	768	609	768	609	7624	7625
MASTER SWIMMING	0	0	8	20	8	20	193	255
EVENING LESSONS	992	1120	0	0	992	1120	10501	10848
EVENING LAP SWIM	32	53	51	40	83	93	1041	943
EVENING PUBLIC SWIM	315	416	12	29	327	445	3076	2736
ADULT LESSONS	40	30	0	0	40	30	217	268
GROUPS AND RENTALS	11	15	0	0	11	15	138	77
OUTREACH SWIMMING	0	15	0	0	0	15	0	145
TOTAL ATTENDANCE	3865	4154	2225	2189	6090	6343	58008	59000



**City of Canby Bi-Monthly Report**  
**Department: Transit**  
**For Months of: May & June 2025**

To: The Honorable Mayor Hodson & City Council  
From: Todd Wood, Transit/ Fleet/ IT Director  
Prepared by: Same as above  
Through: Randy Ealy, Interim City Administrator  
Date: July 16, 2025

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**2025 Council Goals & Objectives:**

**Goal 1: Promote Financial Stability**

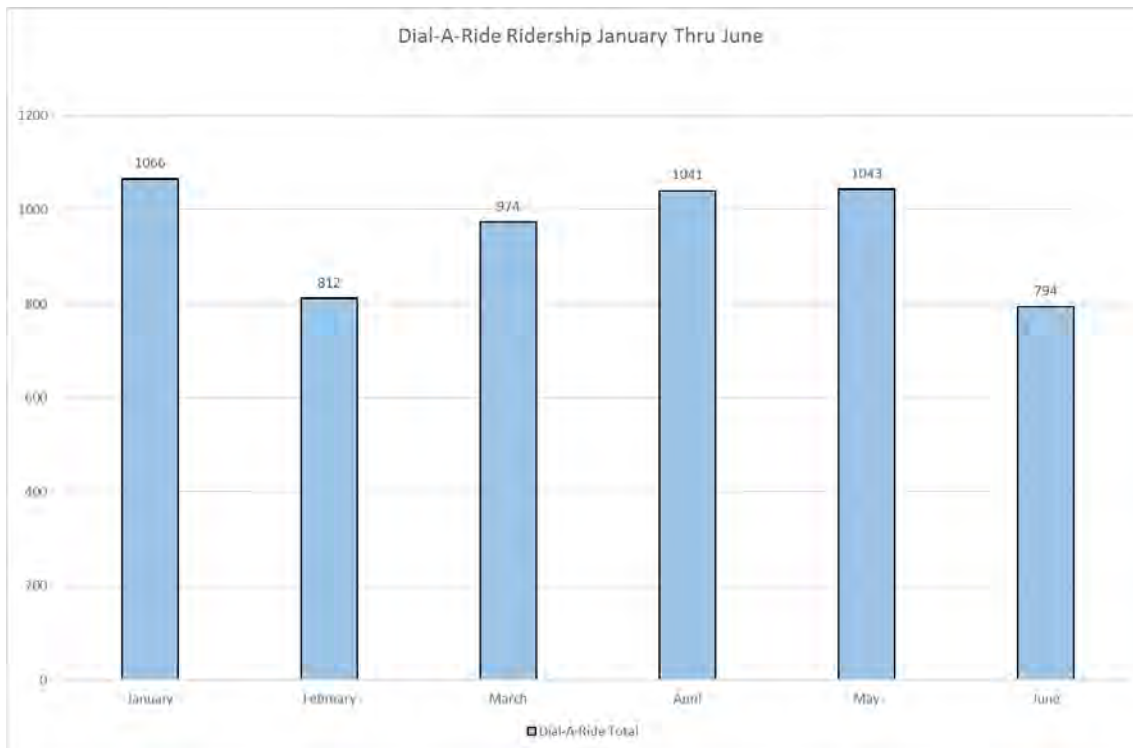
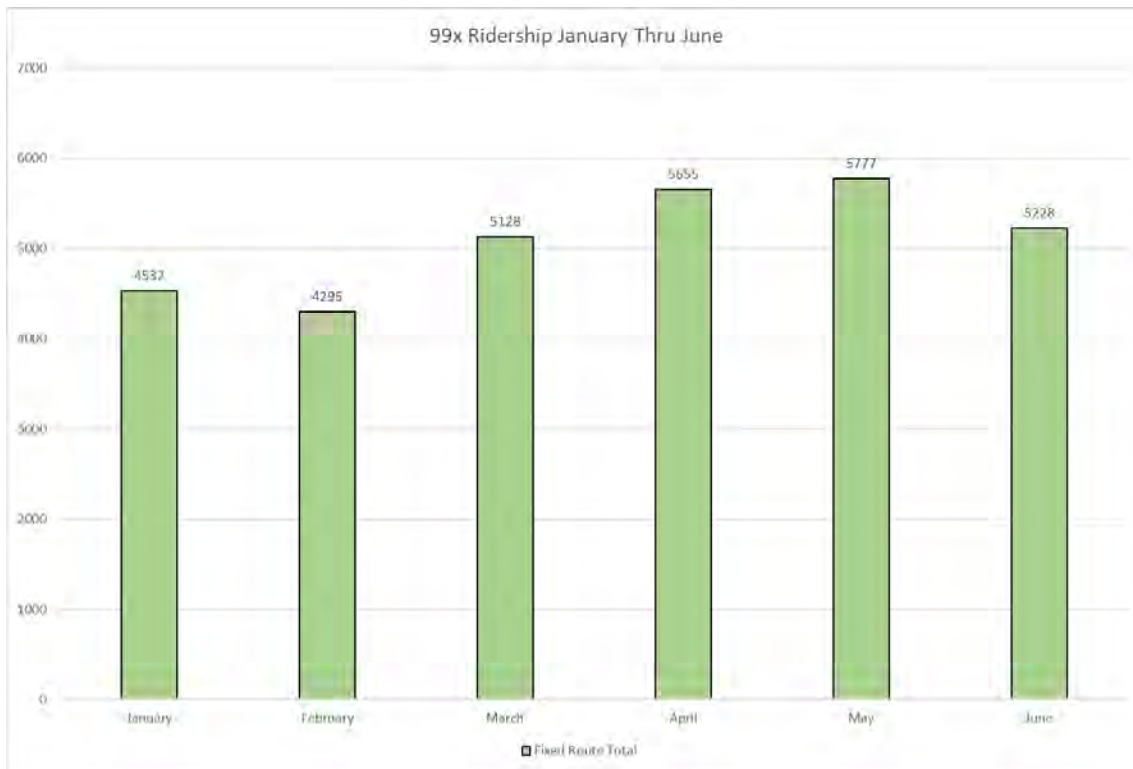
[See Grant Activities below](#)

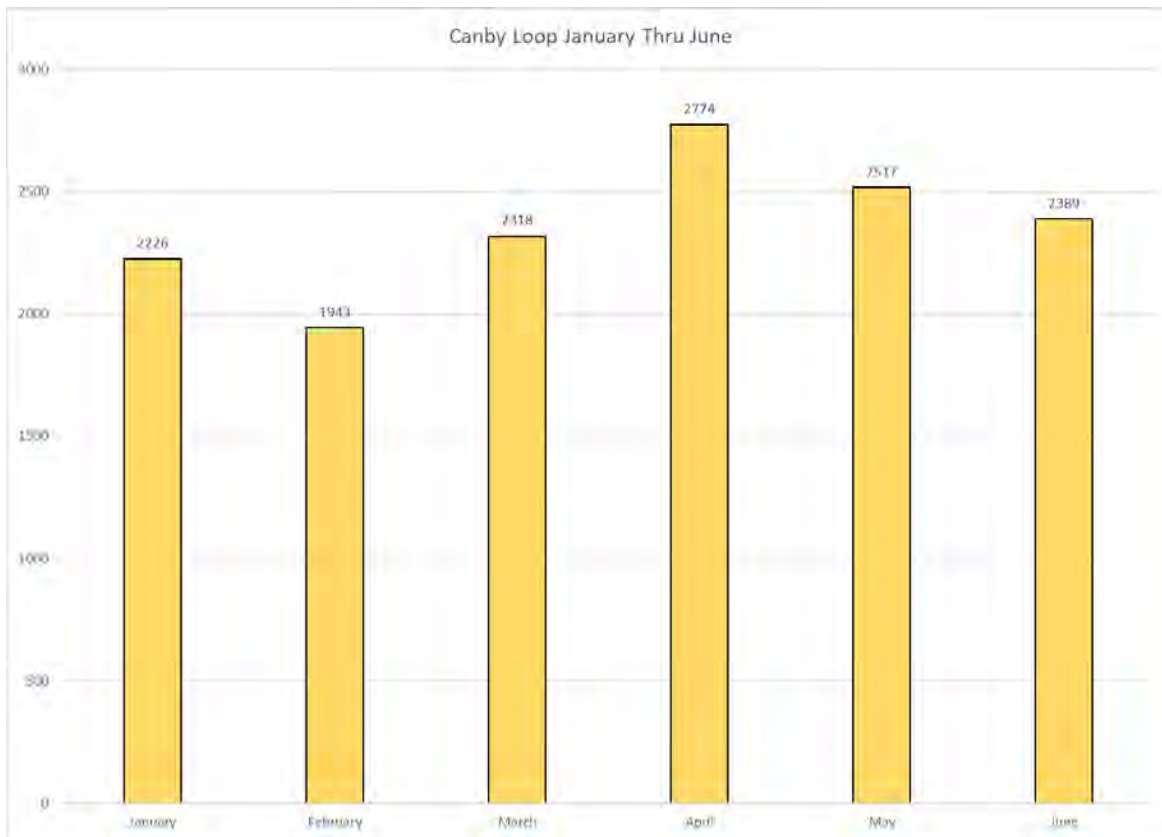
**Goal 3: Plan a transportation system that eases the impacts of growth**

[See Transit Statistics below](#)

**Statistics:**

May average daily weekday daily 99x route ridership:	240 trips
May average daily weekend daily 99x route ridership:	144 trips
June average daily weekday daily 99x route ridership:	223 trips
June average daily weekend daily 99x route ridership:	135 trips
May average daily weekday Dial-a-Ride route ridership:	43 trips
May average daily weekend Dial-a-Ride route ridership:	28 trips
June average daily weekday Dial-a-Ride route ridership:	32 trips
June average daily weekend Dial-a-Ride route ridership:	31 trips
May average daily weekday daily Loop route ridership:	104 trips
May average daily weekend daily Loop route ridership:	64 trips
June average daily weekday daily Loop route ridership:	103 trips
June average daily weekend daily Loop route ridership:	57 trips





#### Department Activities:

##### 1) Grant Activities:

Submitted Quarterly Charter Report

##### 2) Transit Advisory:

July 24th at 6pm in the Council chambers. We will be discussing route changes in Woodburn as well as schedule changes.

##### 3) New Vehicles:

New vehicles have been ordered and will arrive in a few months. The vehicles will feature a new design selected by the transit advisory committee:

