



## 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)

**February 18, 2026**

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 speak at the meeting virtually by contacting the Deputy City Recorder; [ridgleyt@canbyoregon.gov](mailto:ridgleyt@canbyoregon.gov) or call 503-266-0637. No pre-registration is required to speak in person.

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

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### **REGULAR MEETING – 7:00 PM**

#### **1. CALL TO ORDER**

- a. Invocation
- b. Pledge of Allegiance

#### **2. ROLL CALL**

#### **3. STAFF INTRODUCTIONS**

#### **4. CITIZEN INPUT, PUBLIC COMMENT ON NON-AGENDA ITEMS, & 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 February 18, 2026, 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. PROCLAMATIONS/ SPECIAL PRESENTATIONS**

#### **6. ITEMS REMOVED FROM THE CONSENT AGENDA**

#### **7. CONSENT AGENDA**

a. Approval of the January 21, 2026, City Council Work Session & Regular Meeting Minutes.	Pg. 1
b. Approval of the OLCC Annual Liquor License Renewals.	Pg. 5
c. Approval of the Full On-Premises, Commercial, OLCC Liquor License for Andele Kitchen (Owner Name Change) located at 117 NW 2 <sup>nd</sup> Avenue.	Pg. 7
d. Approval of the Full On-Premises, Commercial, OLCC Liquor License for Sip & Slice at 272 N Grant Street.	Pg. 10
e. Letter of Expectations	

**8. APPOINTMENTS**

- a. Approve the reappointment of Member Stephanie Boyce and Member Ted Hensley to the Transit Advisory Committee with terms ending March 31, 2029. Pg. 13

**9. ORDINANCES & RESOLUTIONS**

- a. Consider **Ordinance No. 1662**: An Ordinance Authorizing the Interim City Administrator to Execute a Contract with Canby Excavating, Inc. in the amount of \$3,479,492.00 for the South Walnut Street Extension project and Declaring An Emergency. (*Second Reading*) Pg. 14
- b. Consider **Ordinance No. 1663**: An Ordinance Authorizing the Interim City Administrator to Extend by nine (9) months the contract with MSNW Group LLC, in the amount of \$113,760.00 for the remainder of the year for custodial services for the City of Canby. (*First Reading*) Pg. 21
- c. Consider **Ordinance No. 1664**: An Ordinance Approving Interim City Administrator to Enter an Agreement with PumpTech to Purchase the Diesel Engine Trailer in the Amount of \$59,690.00. (*First Reading*) Pg. 26
- d. Consider **Resolution No. 1451**: A Resolution Authorizing the Interim City Administrator to Execute A Memorandum of Agreement with Willow Creek Estates Homeowners Association. Pg. 33

**10. PUBLIC HEARINGS**

**11. OTHER BUSINESS**

- a. Continuation of Parks SDC Discussion Pg. 45

**12. MAYOR'S BUSINESS**

**13. COUNCILOR COMMENTS & LIAISON REPORTS**

**14. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORT**

- a. Pink Sistas Letter of Support Pg. 48

**15. CITIZEN INPUT, PUBLIC COMMENT ON NON-AGENDA ITEMS, & COMMUNITY ANNOUNCEMENTS**

**16. ACTION REVIEW**

**17. ADJOURNMENT**

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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).

**CANBY CITY COUNCIL  
WORK SESSION MINUTES  
January 21, 2026**

**PRESIDING:** Brian Hodson

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

**COUNCIL ABSENT:** Herman Maldonado

**STAFF PRESENT:** Randy Ealy, Interim City Administrator; Maya Benham, Administrative Director/City Recorder; Don Hardy, Planning Director; Ryan Potter, Planning Manager; Jamie Stickel, Economic Development Director/Communications Specialist; Denise Larue, Finance Director; and Todd Wood, Transit/IT/Fleet/Public Works Director.

**CALL TO ORDER:** Mayor Hodson called the meeting to order at 6:01 p.m.

**TRANSPORTATION SYSTEM PLAN:** Don Hardy, Planning Director, introduced Kevin Chewuk and Reah Flisakowski from DKS Associates, who reviewed the Transportation System Plan (TSP) for Canby, which aimed to guide transportation investments over a 20-year horizon ending in 2043. They discussed the purpose of the Plan, performance-based planning process, key development stages of the TSP, community review process, community input highlights, TSP goals, evaluation findings, trends and targets: forecasted land use growth (2023 to 2043), forecasted household growth (2023 to 2043), forecasted employment growth (2023 to 2043), current and future estimates of trips, street network performance assessment, safety evaluation, and pedestrian and bicycle network assessments. The City had already conducted extensive community outreach, including five community summits and online engagement, with over 300 people attending in-person events and 250 participating online.

The plan included 72 aspirational projects worth \$154 million, though only \$51 million was expected to be funded from City sources, primarily through Transportation System Development Charges. They explained how the projects were developed and prioritized, showed the financially constrained and unconstrained project map, and discussed community input key issues and outcomes, which included downtown congestion and bridge crossing needs. The City was planning for future growth and coordination with state and county agencies. The next steps included preparing a draft TSP for review, followed by Planning Commission and City Council hearings in April.

There was discussion regarding the household growth projections, congestion on Redwood, including the Logging Road Trail in the analysis, tracking progress on the TSP and a yearly update, assumptions in the plan and coordinating with the state and county on certain projects, communicating to the public how many trips streets could handle, emergency routes and bridge safety, System Development Charge update, other routes/connections for transportation around the City besides 99E, and unintended consequences to diverting traffic off 99E.

Mayor Hodson adjourned the Work Session at 6:59 p.m.

**CANBY CITY COUNCIL  
COUNCIL MEETING MINUTES  
January 21, 2026**

**PRESIDING:** Brian Hodson

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

**STAFF PRESENT:** Randy Ealy, Interim City Administrator; Emily Guimont, City Attorney; Teresa Ridgley, Deputy City Recorder; Maya Benham, Administrative Director/City Recorder; Peter Wood, Human Resources Director; Denise Larue, Finance Director; Jorge Tro, Police Chief; and Todd Wood, Transit/IT/Fleet/Public Works Director.

**CALL TO ORDER:** Mayor Hodson called the meeting to order at 7:04 p.m.

**ROLL CALL:** Councilor Padden present; Councilor Maldonado present; Council President Hensley present; Mayor Hodson present; Councilor Davis present; Councilor Stearns present; and Councilor Waterman present.

**STAFF INTRODUCTIONS:** Jorge Tro, Police Chief, said Officer Miller was being promoted to Sergeant. He gave a background on Officer Miller and acknowledged his family in attendance. Sergeant Miller's wife pinned on his new badge.

**CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS:** Lisa Shaw, Canby resident, spoke about the need for ADA equipment at Maple Street Park, including a platform wheelchair swing and multi-modal adaptive swing. She was willing to help fundraise for the cost.

**CONSENT AGENDA:** **\*\*Council President Hensley moved to approve the consent agenda including approval of the amended December 17, 2025, City Council Work Session and Regular Meeting Minutes. Motion was seconded by Councilor Padden and passed 6-0. It was noted the starting time of the Work Session was corrected.**

**ORDINANCES & RESOLUTIONS:**

Ordinance 1661 – Curt McLeod and Ed Hodges of Curren-McLeod, Inc. gave a background on the Walnut Street project. They had a bid opening tomorrow for the bulk of the project and were waiting for ODOT for the final phase. They asked to extend the budget through the construction phase. For multiple years they had been working with ODOT and recently they had to add an environmental review and clean fill study. They had also been working with the Railroad who had finally approved the contractor's workplan. A lot of issues had consumed their time.

Randy Ealy, Interim City Administrator, discussed the funding sources available.

**\*\*Councilor Davis moved to approve ORDINANCE 1661, AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO AMEND THE PERSONAL SERVICES AGREEMENT WITH CURRAN-MCLEOD, INC. CONSULTING ENGINEERS FOR DESIGN AND CONSTRUCTION PHASE**

**ENGINEERING SERVICES FOR THE EXTENSION OF WALNUT STREET TO HIGHWAY 99E to come up for second reading on February 4, 2026. Motion was seconded by Councilor Maldonado and passed 6-0 on first reading.**

**MAYOR'S BUSINESS:** 2026 City Council Schedule – The Council reviewed the dates of upcoming meetings. They wanted to add a discussion on CAPRD and do an evaluation of attorney services.

Mayor Hodson reported on Canby Utility Board interviews and Transportation System Plan Work Session. He announced Barry Johnson had resigned from the Parks and Recreation Advisory Board.

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

Councilor Waterman reported on the Bike and Pedestrian Committee meeting where they discussed putting together a priority project plan. There was also a vacancy on the committee. The Library Board discussed budget challenges at their last meeting. There would be a joint meeting with the Library Board, Friends of the Library, and Library Foundation on February 2.

Councilor Stearns attended the Bridging Cultures dinner. He reported on the Canby Utility Board meeting where rate increases were approved.

Councilor Davis reported on the Parks and Recreation Advisory Board meeting where they discussed use of Maple Street Park ballfields, ADA equipment, Dr. Perman's request for parking and a bathroom on his lot, scheduling a joint meeting with CAPRD and City Council, the Chair's resignation, and Park Maintenance Fee. He thanked Chair Johnson for his service. He also thought the Council needed to discuss filling the City Administrator's position, need for a hotel in town, and how long they could extend the Urban Renewal District taking into account indebtedness.

Councilor Maldonado extended well wishes to the wrestling team who had a tournament tomorrow.

Councilor Padden thanked Chair Johnson for his service. He encouraged people not to put themselves in harm's way if they were at protests.

**CITY ADMINISTRATOR'S BUSINESS:** None.

**CITIZEN INPUT:** None.

#### **ACTION REVIEW:**

1. Approved the Consent Agenda with the amended December 17, 2025, minutes.
2. Approved Ordinance 1661 to a second reading on February 4, 2026.

**\*\*Councilor Stearns moved to go into Executive Session pursuant to ORS 192.660(2)(b) Discipline of an Employee and ORS 192.660 (2)(f) Exempt Public Records. Motion was**

**seconded by Councilor Maldonado and passed 5-0-1 with Council President Hensley abstaining.**

Mayor Hodson read the Executive Session statement and recessed the Regular Meeting at 8:13 p.m.

Mayor Hodson reconvened the meeting at 10:57 p.m.

**\*\*Councilor Davis moved to direct staff to draft a letter of expectations as discussed. Motion was seconded by Councilor Maldonado and passed 5-0-1 with Council President Hensley abstaining.**

Mayor Hodson adjourned the meeting at 10:59 p.m.

Maya Benham, CMC  
City Recorder

Brian Hodson  
Mayor

Assisted with Preparation of Minutes – Susan Wood

**Chief of Police  
Jorge Tro  
Canby Police Department**

# Memo

To: Mayor Brian Hodson & Members of City Council  
From: Jorge Tro, Chief of Police  
CC: Maya Benham, Administrative Director/ City Recorder  
Date: February 18, 2026  
Re: Annual Liquor License Renewals

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I have reviewed the Oregon Liquor Control Commission (OLCC) list of businesses located within the City of Canby that are eligible for a liquor license annual renewal. Please see the attached list of businesses that have been identified by OLCC.

I recommend the Canby City Council approve these annual renewal requests to the Oregon Liquor Control Commission (OLCC).

Trade Name	Licensee Name	BL#
7-ELEVEN #17845D	BAIRD FOOD INC	8131
1122 - CANBY Liquor Store	ANDY DOERN INC	7013
AMERICAN LEGION POST #122 CANBY	AMERICAN LEGION #122 CANBY	3786
ANDELE	ANDELE INC	8699
ARCHETYP	ARCHETYP, LLC	8125
B'S BAKE SHOPPE	ZITO GRUPPO LLC	7756
BACKSTOP BAR & GRILL	BACKSTOP INC	5849
BISCUITS CAFE	LIGATICH INC	8325
BLACKJACK DELI & MORE	BLACKJACK DELI & MORE LLC	3403
CANBY FOOD MARKET	DS CANBY LLC	7052
CANBY GROCERY OUTLET	GROCERY OUTLET INC  2SGR VENTURES LLC	8780
CHIPOTLE MEXICAN GRILL	CHIPOTLE MEXICAN GRILL INC	8643
CUTSFORTH THRIFTWAY	GEF INC	105
DEDE'S DELI	CJ'S EATERY 2 LLC	8036
DENNY'S RESTAURANT	CANBY-DENN INC	3019
DRAGONBERRY SWEETS LLC	DRAGONBERRY SWEETS LLC	8417
EL KIOSKO RESTAURANT	EL KIOSKO RESTAURANT LLC	7677
FOB TAPROOM	MAV BIER LLC	7393
FRED MEYER #651	FRED MEYER STORES INC	2702
FULTANO'S PIZZA	ROMINE PIZZA CO	217
GOLD DRAGON	TRAM N PHAN  LAM P PHAN	192
GUACAMOLE BOWL MEXICAN RESTAURANT	GUACAMOLE MEXICAN RESTAURANT INC	8386
SPACE AGE FUEL & QUICK MART	HWY 99 SOUTH CANBY QUIK MART LLC	2893
JARBOE'S GRILL	JARBOE'S ROADHOUSE & GRILL INC	8367
JOY KITCHEN	SHENG YING INC	5946
LA CONASUPER MEAT MARKET	PASTOR INVESTMENTS CO.	8133
LA MIXTECA MARKET	RUFINO ZURITA	4614
LONE ELDER PIZZA	LONE ELDER ENTERPRISES LLC	5623
LOS DOS AGAVES MEXICAN RESTAURANT	RAMIREZ & GONZALEZ LLC	7698
LUCKY TS PUB N DELI	MAC SUBWAY LLC	8740
MIKE'S PLACE	S & J HOLDINGS LLC	8166
MOMIJI JAPANESE SUSHI BAR	YTZC INC	7306
NUEVO VALLARTA RESTAURANT	PUERTO VALLARTA RESTAURANTS INC	3001
ODD MOE'S PIZZA	ODD MOE'S PIZZA LLC	8421
OREGON CITY BREWING COMPANY	METEORITE BREWERY LLC	8594
PUDDIN RIVER CHOCOLATES & WINE BAR	PUDDIN RIVER CHOCOLATES & CONFECTIONS LLC	4665
ROUNDERS CANBY	JTD ENTERPRISES LLC	6159
SAFEWAY STORE #2604	SAFEWAY INC	3099
THAI CORNER CUISINE	THAI CORNER CUISINE LLC	8921
THAI DISH CANBY	THAI DISH INC	3190
THE TRAIN STATION TAVERN	MCROBBIE PIZZA, INC.	8400
THE WILD HARE SALOON & CAFE	SIDEWINDER INC	3230
TI-CANBY LLC	TI-CANBY LLC	7602
TNT MARKET	WHK INC	4455
WALGREENS #10893	WALGREEN CO	4588
WILLAMETTE VALLEY COUNTRY CLUB	WILLAMETTE VALLEY COUNTRY CLUB INC	3881
WINE WARFARE	WINE WARFARE LLC	8074

# Memo

To: Mayor Brian Hodson & Members of City Council  
From: Jorge Tro, Chief of Police  
CC: Maya Benham, Administrative Director/ City Recorder  
Date: Feb 18, 2026  
Re: Andele Kitchen - Liquor License Application/Full On-Premises (commercial), 117 NW 2<sup>nd</sup> Ave, Canby, Oregon

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I have reviewed the attached liquor license application completed by Jose Montes De Oca, new owner of Andele Kitchen, located at 117 NW 2<sup>nd</sup>, Canby, Oregon, 97013.

On Feb 4, 2026, Capt Jose Gonzalez spoke with Mr. Montes over the phone. Mr. Montes said he recently purchased Andele Kitchen and needed to complete a new liquor license application due to the change of ownership. They discussed the expectations and responsibilities involving the sale of alcoholic beverages.

Mr. Montes does not have any experience selling alcoholic beverages but conveyed that he and his staff will get the proper training through OLCC and will follow the rules and guidelines. He was made aware that any employee selling alcoholic beverages must know the laws regulating the sale of alcoholic beverages and the consequences for failure to comply with the rules set forth by OLCC and Oregon State Law.

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



## Local Government Recommendation – Liquor License

## Annual Liquor License Types

Off-Premises Sales	Brewery-Public House
Limited On-Premises Sales	Brewery
Full On-Premises, Caterer	Distillery
<u>Full On-Premises, Commercial</u>	Grower Sales Privilege
Full On-Premises, For Profit Private Club	Winery
Full On-Premises, Non Profit Private Club	Wholesale Malt Beverage & Wine
Full On-Premises, Other Public Location	
Full On-Premises, Public Passenger Carrier	Warehouse

## Section 1 – Submission – To be completed by Applicant:

## License Information

Legal Entity/Individual Applicant Name(s): Andele

Proposed Trade Name: Andele

Premises Address: 117 NW 2nd Avenue

Unit:

City: Canby

County: OR

Zip: 97013

Application Type:  New License Application  Change of Ownership  Change of LocationLicense Type: Full On Premises Commercial  Additional Location for an Existing License

## Application Contact Information

Contact Name: Jose Montes de Oca Phone: (714) 560-3738

Mailing Address: 8306 Potomac Dr

City: Vancouver State: WA Zip: 98664

Email Address: jose.montes.doca.2011@gmail.com

## Business Details

Please check all that apply to your proposed business operations at this location:

 Manufacturing/Production Retail Off-Premises Sales Retail On-Premises Sales & Consumption

If there will be On-Premises Consumption at this location:

 Indoor Consumption Outdoor Consumption Proposing to Allow Minors

Section 1 continued on next page



## OREGON LIQUOR & CANNABIS COMMISSION

# Local Government Recommendation – Liquor License

### Section 1 Continued – Submission - To be completed by Applicant:

Legal Entity/Individual Applicant Name(s): *Andele*

Proposed Trade Name: *Andele*

**IMPORTANT:** You MUST submit this form to the local government PRIOR to submitting to OLCC.

Section 2 must be completed **by the local government** for this form to be accepted with your CAMP application.

### Section 2 – Acceptance - To be completed by Local Government:

#### Local Government Recommendation Proof of Acceptance

After accepting this form, please return a copy to the applicant with received and accepted information

City or County Name: *Canby*

Optional Date Received Stamp

Date Application Received:

Received by:



### Section 3 – Recommendation - To be completed by Local Government:

- Recommend this license be granted
- Recommend this license be denied (Please include documentation that meets [OAR 845-005-0308](#))
- No Recommendation/Neutral

Name of Reviewing Official:

Title:

Date:

Signature:

After providing your recommendation and signature, please return this form to the applicant.

# Memo

To: Mayor Brian Hodson & Members of City Council  
From: Jorge Tro, Chief of Police  
CC: Maya Benham, Administrative Director/ City Recorder  
Date: Feb 18, 2026  
Re: Sip & Slice- Liquor License Application / Full On-Premises (Commercial), 272 N. Grant St, Canby, Oregon

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I have reviewed the attached liquor license application completed by Travis Goins, for the soon to be new business, Sip & Slice, located inside Ebner's Meats, at 272 N. Grant St, Canby, Oregon, 97013.

On Feb 10, 2026, I spoke with the owner of the new business, Travis Goins, over the phone. Mr. Goins explained this business will be a "Speakeasy" type of establishment and expects to open in the next month. We discussed the expectations and responsibilities involving the sale of alcoholic beverages.

Mr. Goins does not have any experience selling alcoholic beverages but conveyed to me that he will have experienced staff on site. He was made aware that any employee selling alcoholic beverages must know the laws regulating the sale of alcoholic beverages and the consequences for failure to comply with the rules set forth by Oregon State Law.

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



## OREGON LIQUOR &amp; CANNABIS COMMISSION

## Local Government Recommendation – Liquor License

## Annual Liquor License Types

Off-Premises Sales	Brewery-Public House
Limited On-Premises Sales	Brewery
Full On-Premises, Caterer	Distillery
Full On-Premises, Commercial	Grower Sales Privilege
Full On-Premises, For Profit Private Club	Winery
Full On-Premises, Non Profit Private Club	Wholesale Malt Beverage & Wine
Full On-Premises, Other Public Location	Warehouse
Full On-Premises, Public Passenger Carrier	

## Section 1 – Submission – To be completed by Applicant:

## License Information

Legal Entity/Individual Applicant Name(s): TRAVIS GOINS, Heidi Goins

Proposed Trade Name: SIP 3 SLICE

Premises Address: 272 N Grant St.

Unit:

City: Canby

County: ClACKAMAS Zip: 97013

Application Type:  New License Application  Change of Ownership  Change of LocationLicense Type: OLCC Full-on-Premises Commercial  Additional Location for an Existing License

## Application Contact Information

Contact Name: TRAVIS GOINS

Phone: 971-322-6349

Mailing Address: 11592 Wavbler Ln NE

City: AVROYA

State: OR

Zip: 97002

Email Address: SUPPORT@CHURCHOFSMOKEBIG.COM

## Business Details

Please check all that apply to your proposed business operations at this location:

- Manufacturing/Production
- Retail Off-Premises/Sales
- Retail On-Premises Sales & Consumption

If there will be On-Premises Consumption at this location:

- Indoor Consumption  Outdoor Consumption
- Proposing to Allow Minors

Section 1 continued on next page



## OREGON LIQUOR & CANNABIS COMMISSION

# Local Government Recommendation – Liquor License

### Section 1 Continued – Submission - To be completed by Applicant:

Legal Entity/Individual Applicant Name(s):

Proposed Trade Name: *Sip & Slice*

**IMPORTANT:** You MUST submit this form to the local government PRIOR to submitting to OLCC.  
Section 2 must be completed **by the local government** for this form to be accepted  
with your CAMP application.

### Section 2 – Acceptance - To be completed by Local Government:

#### Local Government Recommendation Proof of Acceptance

After accepting this form, please return a copy to the applicant with received and accepted information

City or County Name: *Canby*

Optional Date Received Stamp

Date Application Received: *2/06/2026*

Received by: *Terri Ridgley*



### Section 3 – Recommendation - To be completed by Local Government:

- Recommend this license be granted
- Recommend this license be denied (Please include documentation that meets OAR 845-005-0308)
- No Recommendation/Neutral

Name of Reviewing Official:

Title:

Date:

Signature:

After providing your recommendation and signature, please return this form to the applicant.



## CITY COUNCIL Staff Report

Meeting Date: 2/18/2026

To: The Honorable Mayor Hodson & City Council  
Thru: Randy Ealy, Interim City Administrator  
From: Maya Benham, Administrative Director/ City Recorder  
Agenda Item: Transit Advisory Committee Reappointments  
Goal: Enhance Engagement and Communications that Represent Broad Perspectives

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### **Summary**

Members Stephanie Boyce and Ted Hensley have been serving on the Transit Advisory Committee and their terms are set to expire on March 31, 2026. Ms. Boyce and Mr. Hensley would like to continue to serve on the Transit Advisory Committee.

### **Background**

The City has [11 various Boards, Commissions and Committees](#): Bike and Pedestrian Committee, Budget Committee, Canby Utility Board, Heritage and Landmark Commission, Library Board, Parks and Recreation Advisory Board, Planning Commission, Public Transit Advisory Committee, Traffic Safety Commission, Urban Renewal Agency and the Urban Renewal Budget Committee. Each Board, Commission and Committee has members that are appointed by the City Council and the term lengths are established through the Canby City Charter or the City Code.

### **Fiscal Impact**

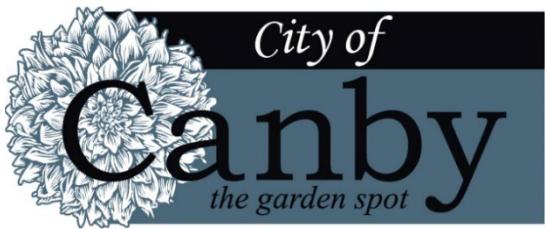
None

### **Recommendation**

1. Reappoint Stephanie Boyce and Ted Hensley to the Planning Commission.
2. Take no action.

### **Proposed Motion**

"I move to approve the reappointments of Members Stephanie Boyce and Ted Hensley to the Transit Advisory Committee with terms for each ending March 31, 2029."



## CITY COUNCIL Staff Report

Meeting Date: 2/11/2026

To: The Honorable Mayor Hodson & City Council

Thru: Randy Ealy, Interim City Administrator

From: Curt McLeod, CURRAN-MCLEOD, Inc

Agenda Item: Consider **Ordinance No. 1662**: An Ordinance Authorizing the Interim City Administrator to Execute a Contract with Canby Excavating, Inc. in the Amount of \$3,479,492.00 for the South Walnut Street Extension project and Declaring an Emergency.

Goal: Plan a Transportation System that eases the impacts of growth

Objective: N/A

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### Summary

On January 22, 2026, the City of Canby received seventeen (17) bids for the South Walnut Street Extension Project. This staff report is to recommend the City Council approve the award of the construction contract to Canby Excavating, Inc. in the amount of \$3,479,492.00.

### Background

The scope of work consists of construction of approximately 2,600 feet of new industrial roadway connecting SE 1<sup>st</sup> Avenue to a proposed new signalized intersection on Highway 99E. This industrial road connection project was first identified in the Transportation System Plan nearly 30 years ago and has been listed as a high priority in the Transportation SDC Capital Improvement Plan for many years.

This project is the second of three phases of work to complete the roadway connection. Phase 1, sanitary sewer service, is currently under construction, and Phase 3, the highway signalization, is anticipated to be advertised for bids after securing ODOT approvals in the next few weeks.

There are still several permitting issues for this roadway extension and the traffic signal that will be resolved in the next few weeks. Several conditions require award of the contract so the contractor's bonding and insurance information can be provided to the permitting agencies.

A bid tabulation is attached, and a summary of all bids received for the South Walnut Street Extension is listed below:

<b>1</b>	<b>Canby Excavating, Inc.</b>	<b>\$3,479,492.00</b>
2	KNL Industries, Inc.	\$3,794,302.50
3	Interlaken, Inc.	\$3,975,465.50
4	Landis & Landis Construction, LLC	\$4,267,422.00
5	Tapani, Inc.	\$4,406,751.00
6	Willamette Valley Excavating, LLC	\$4,489,499.00
7	North Santiam Paving Co.	\$4,495,138.00
8	Ken Leahy Construction, Inc.	\$4,592,333.00
9	Northcore USA, LLC	\$4,750,337.00
10	Konell Construction & Demolition Corp.	\$4,799,077.00
11	Icon Construction & Development, LLC	\$4,897,318.00
12	Kerr Contractors Oregon, LLC	\$5,135,765.50
13	Elting Northwest, Inc.	\$5,205,220.00
14	Dirt & Aggregate Interchange, Inc.	\$5,692,146.59
15	SLE, Inc.	\$5,799,995.00
16	Pacific Excavation, Inc.	\$6,111,000.00
17	Lee Contractors, LLC	\$7,145,525.00

### **Discussion**

This solicitation was advertised and completed in compliance with the public bid statutes in ORS 279C, as a formal bid process. All bids were reviewed for compliance with the bidding requirements, and all bids were deemed to be responsive, excepting bids number 10, 11, and 13, who failed to submit the required first tier disclosure statement. The low bidder, Canby Excavating, Inc. was deemed to be responsive and responsible. A Notice of Intent to Award to Canby Excavating, Inc. was issued on January 23, 2026, in accordance with ORS 279C.

The engineer's estimate was \$6.8 million for this phase of work, based on previous construction projects in the City and Clackamas County. By comparison to the costs of NE 10<sup>th</sup> Avenue received early last year, many items were bid at greatly reduced pricing. As an example, the bid cost for storm drain drywells on the Walnut Street Extension project is \$12,500 each, which is only 34% of the bid cost received on the NE 10<sup>th</sup> Avenue project.

Base rock for the Walnut Street roadway was bid at \$28.50 per square yard, which is only 73% of the bid cost received on the NE 10<sup>th</sup> Avenue project. Generally, all bid values were very competitive and lower than the cost received on projects over the past few years.

Canby Excavating has been active in the City of Canby for 34 years, with a well proved history of successful projects. Canby Excavating has no complaints, disciplinary actions, or debt noted on their CCB file. We have no reservations in recommending the construction contract be awarded to Canby Excavating.

### **Attachments**

1. Ordinance No. 1662
2. Bid Tabulation

### **Fiscal Impact**

The work on this project has been budgeted in the City's Five-Year Capital Improvement Plan at a total of \$9,534,000 over FY 25 and 26. The total project costs for all three phases will fit well below this overall budget.

### **Options**

1. Approve Ordinance No. 1662 as presented.
2. Deny the ordinance and postpone or abandon construction of this project.

### **Recommendation**

Staff recommend Council approval of Ordinance No. 1662.

### **Proposed Motion**

"I move to approve **Ordinance No. 1662**, An Ordinance Authorizing the Interim City Administrator to Execute a Contract with Canby Excavating, Inc. in the Amount of \$3,479,492.00 for the South Walnut Street Extension Project, Declaring an Emergency, to a second reading on February 18, 2026".

## ORDINANCE NO. 1662

### AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CANBY EXCAVATING, INC. IN THE AMOUNT OF \$3,479,492 FOR CONSTRUCTION OF THE SOUTH WALNUT STREET EXTENSION PROJECT AND DECLARING AN EMERGENCY.

**WHEREAS**, in accordance with the Public Contract requirements in ORS 279C, the City of Canby has heretofore formally advertised and received bids for the South Walnut Street Extension Project;

**WHEREAS** the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on December 15, 2025;

**WHEREAS**, seventeen (17) bids were received and opened on January 22, 2026, at 2:00 pm in the City Hall Mt Hood Conference Room;

**WHEREAS**, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, February 4, 2026, and considered the bids and reports and recommendations of the City staff, including the staff recommendation that the low responsive bid be selected; and

**WHEREAS** the Canby City Council determined that the low-responsive bid was that of Canby Excavating, Inc.

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

Section 1. The Interim City Administrator is hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate contract with Canby Excavating, Inc. for construction of the South Walnut Street Extension Project in the amount of \$3,479,492.00.

Section 2. The City Council finds it in the best interest of public health and safety that work under this contract begin as expeditiously as possible; therefore, the City Council declares an emergency and this ordinance to be effective immediately upon adoption.

Section 2. The effective date of this Ordinance shall be February 18, 2026.

**SUBMITTED** to the Canby City Council and read the first time at a special called meeting therefore on Wednesday, February 11, 2026; 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 Wednesday, February 18, 2026, commencing at the hour of 7:00 PM at the Council Meeting Chambers located at 222 NE 2<sup>nd</sup> Avenue, Canby, Oregon.

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Maya Benham, CMC  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 18<sup>th</sup> day of February 2026, by the following vote:

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

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Brian Hodson, Mayor

ATTEST:

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Maya Benham, CMC  
City Recorder

**CITY OF CANBY**
**S. WALNUT STREET EXTENSION**
**Bid Date: Thursday, January 22, 2026**

BID TABULATION		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	
Basic Bid Items:	Units	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total		
<b>A. Site Preparation</b>																			
A.1 Mobilization	1	LS \$ 200,000.00	\$ 100,000.00	\$ 190,000.00	\$ 435,000.00	\$ 425,000.00	\$ 149,980.00	\$ 383,200.00	\$ 186,249.00	\$ 161,264.00	\$ 155,007.75	\$ 200,000.00	\$ 450,000.00	\$ 375,000.00	\$ 581,441.33	\$ 240,000.00	\$ 421,210.00	\$ 700,000.00	
A.2 Temporary Protection & Direction of Traffic	1	LS \$ 10,000.00	\$ 10,000.00	\$ 12,750.00	\$ 30,000.00	\$ 14,000.00	\$ 23,000.00	\$ 16,000.00	\$ 15,000.00	\$ 55,243.00	\$ 22,349.16	\$ 17,500.00	\$ 115,000.00	\$ 10,000.00	\$ 116,521.16	\$ 40,000.00	\$ 50,000.00	\$ 220,000.00	
A.3 Erosion & Sediment Control	1	LS \$ 35,000.00	\$ 80,000.00	\$ 35,000.00	\$ 45,000.00	\$ 30,000.00	\$ 18,500.00	\$ 33,800.00	\$ 110,000.00	\$ 51,313.00	\$ 87,621.88	\$ 30,000.00	\$ 38,000.00	\$ 55,000.00	\$ 78,000.37	\$ 35,000.00	\$ 60,000.00	\$ 60,000.00	
A.4 Tree Removal, 12" & Larger	90	Ea. \$ 950.00	\$ 500.00	\$ 900.00	\$ 750.00	\$ 1,100.00	\$ 613.30	\$ 520.00	\$ 1,545.00	\$ 1,007.00	\$ 562.76	\$ 800.00	\$ 750.00	\$ 900.00	\$ 1,104.31	\$ 742.00	\$ 1,200.00	\$ 1,000.00	
A.5 Clearing and Grubbing	1	LS \$ 28,000.00	\$ 66,000.00	\$ 25,000.00	\$ 37,500.00	\$ 25,000.00	\$ 45,300.00	\$ 30,000.00	\$ 40,000.00	\$ 13,333.00	\$ 93,253.71	\$ 75,000.00	\$ 28,000.00	\$ 90,000.00	\$ 125,376.84	\$ 10,000.00	\$ 180,000.00	\$ 180,000.00	
A.6 Stripping, 12"	9,200	CY \$ 13.00	\$ 18.00	\$ 32.00	\$ 15.00	\$ 24.00	\$ 18.34	\$ 30.50	\$ 31.50	\$ 20.00	\$ 32.22	\$ 28.00	\$ 37.00	\$ 50.00	\$ 54.40	\$ 50.00	\$ 65.00	\$ 50.00	
A.7 Common Excavation	8,230	CY \$ 6.00	\$ 17.50	\$ 7.50	\$ 12.00	\$ 4.60	\$ 7.25	\$ 7.50	\$ 5.00	\$ 7.35	\$ 9.60	\$ 10.75	\$ 6.00	\$ 13.89	\$ 43.00	\$ 11.00	\$ 50.00	\$ 50.00	
A.8 Native Embankment	6,350	CY \$ 3.00	\$ 18.25	\$ 5.00	\$ 7.50	\$ 4.50	\$ 4.00	\$ 5.45	\$ 4.10	\$ 5.00	\$ 14.83	\$ 5.50	\$ 4.50	\$ 17.00	\$ 8.74	\$ 43.00	\$ 35.00	\$ 33.00	
A.9 Common Excavation Disposal	1,900	CY \$ 9.00	\$ 19.56	\$ 20.00	\$ 21.50	\$ 15.00	\$ 24.30	\$ 20.00	\$ 30.00	\$ 27.00	\$ 16.87	\$ 27.50	\$ 21.00	\$ 27.00	\$ 28.52	\$ 32.00	\$ 30.00	\$ 30.00	
A.10 Sawcut AC & Concrete Surfaces	300	LF \$ 5.00	\$ 4.00	\$ 3.00	\$ 2.00	\$ 3.25	\$ 6.11	\$ 3.00	\$ 5.00	\$ 8.01	\$ 6.50	\$ 3.50	\$ 10.00	\$ 2.44	\$ 2.00	\$ 3.00	\$ 10.00	\$ 3,000.00	
A.11 Sht 51 Driveway to Tx Lot 500 (Both) Including All ACP Surfacing	1	LS \$ 31,000.00	\$ 25,000.00	\$ 40,000.00	\$ 51,500.00	\$ 28,000.00	\$ 25,500.00	\$ 38,500.00	\$ 19,000.00	\$ 16,440.00	\$ 51,305.77	\$ 35,000.00	\$ 47,000.00	\$ 65,000.00	\$ 23,592.29	\$ 40,000.00	\$ 33,000.00	\$ 10,000.00	\$ 10,000.00
A.12 Sht C51 Driveway to Tx Lot 600 Including All ACP and Rock Surfacing	1	LS \$ 12,000.00	\$ 15,000.00	\$ 17,500.00	\$ 11,000.00	\$ 9,200.00	\$ 13,500.00	\$ 16,000.00	\$ 11,717.00	\$ 20,002.85	\$ 8,500.00	\$ 21,000.00	\$ 15,000.00	\$ 9,945.46	\$ 22,500.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	
A.13 Sht C51 Driveway to Tx Lot 700 Including ACP and Rock Surfacing	1	LS \$ 2,500.00	\$ 5,000.00	\$ 7,000.00	\$ 9,500.00	\$ 1,500.00	\$ 2,900.00	\$ 3,500.00	\$ 9,000.00	\$ 2,697.00	\$ 5,185.12	\$ 4,500.00	\$ 5,500.00	\$ 7,500.00	\$ 3,298.17	\$ 5,250.00	\$ 6,500.00	\$ 10,000.00	
A.14 Sht C32 Driveway to Storm Manhole Sta 1+00A	1	LS \$ 3,000.00	\$ 5,000.00	\$ 2,300.00	\$ 4,500.00	\$ 3,500.00	\$ 3,150.00	\$ 3,200.00	\$ 8,000.00	\$ 3,683.00	\$ 4,492.04	\$ 2,100.00	\$ 4,200.00	\$ 4,500.00	\$ 8,171.11	\$ 4,500.00	\$ 5,500.00	\$ 10,000.00	
A.15 Sht C51 14 Ga Wire Fence and Posts on Tax Lot 600	600	LF \$ 15.00	\$ 13.99	\$ 16.00	\$ 29.00	\$ 14.00	\$ 16.60	\$ 14.00	\$ 30.00	\$ 33.00	\$ 17.74	\$ 18.00	\$ 13.99	\$ 16.50	\$ 17.07	\$ 14.00	\$ 33.00	\$ 70.00	
A.16 Sht C51 16-foot Steel Gate	1	Ea. \$ 2,300.00	\$ 2,104.00	\$ 2,400.00	\$ 9,500.00	\$ 2,000.00	\$ 2,500.00	\$ 2,104.00	\$ 4,675.00	\$ 5,124.00	\$ 2,433.00	\$ 6,500.00	\$ 2,104.00	\$ 2,566.88	\$ 2,205.00	\$ 5,500.00	\$ 3,500.00	\$ 3,500.00	
A.17 Sht C51 Abandon Existing Driveways	1	LS \$ 3,700.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 2,000.00	\$ 6,600.00	\$ 10,000.00	\$ 12,777.00	\$ 4,237.61	\$ 4,500.00	\$ 7,250.00	\$ 4,000.00	\$ 8,171.11	\$ 2,580.00	\$ 10,000.00	\$ 3,500.00	\$ 10,000.00	
A.18 Sht C51 Landscape Barrier (Including \$2,250 Allowance)	1	LS \$ 9,000.00	\$ 2,250.00	\$ 9,600.00	\$ 13,500.00	\$ 11,000.00	\$ 14,800.00	\$ 7,265.00	\$ 7,700.00	\$ 13,563.00	\$ 48,823.12	\$ 15,000.00	\$ 10,200.00	\$ 12,000.00	\$ 8,863.30	\$ 10,710.00	\$ 14,000.00	\$ 10,000.00	
A.19 Hydro Seeding Stabilization	12,500	SY \$ 0.80	\$ 1.00	\$ 0.80	\$ 0.75	\$ 0.60	\$ 0.77	\$ 0.70	\$ 0.80	\$ 5.00	\$ 1.01	\$ 0.80	\$ 0.65	\$ 0.80	\$ 0.82	\$ 0.75	\$ 1.00	\$ 1.35	
A.20 Finish Grading & Site Restoration	1	LS \$ 12,000.00	\$ 30,000.00	\$ 18,500.00	\$ 19,500.00	\$ 11,000.00	\$ 80,400.00	\$ 24,000.00	\$ 20,000.00	\$ 73,492.00	\$ 18,150.60	\$ 45,000.00	\$ 10,000.00	\$ 16,000.00	\$ 61,283.24	\$ 17,000.00	\$ 22,000.00	\$ 60,000.00	
		<b>Subtotal</b>	\$ 659,630.00	\$ 880,124.50	\$ 894,925.00	\$ 1,071,075.00	\$ 1,056,510.00	\$ 736,601.00	\$ 1,042,790.00	\$ 1,050,734.00	\$ 891,776.00	\$ 1,070,321.01	\$ 962,133.00	\$ 1,320,670.50	\$ 1,429,030.00	\$ 1,872,324.86	\$ 1,662,640.00	\$ 1,900,190.00	\$ 2,573,425.00
<b>B. Paving &amp; Surfacing</b>																			
B.1 1" Minus Crushed Rock Base (18")	14,100	SY \$ 28.50	\$ 19.63	\$ 31.00	\$ 27.00	\$ 30.00	\$ 30.88	\$ 26.50	\$ 36.00	\$ 34.00	\$ 30.52	\$ 36.50	\$ 29.00	\$ 36.00	\$ 35.85	\$ 31.00	\$ 45.00	\$ 35.00	
B.2 1/2" Dense Mix AC, PG 58-28	4,800	Tons \$ 99.55	\$ 84.00	\$ 106.75	\$ 99.00	\$ 97.00	\$ 99.71	\$ 80.00	\$ 103.00	\$ 114.00	\$ 89.76	\$ 125.00	\$ 102.50	\$ 100.00	\$ 102.48	\$ 110.00	\$ 110.00	\$ 100.00	
B.3 Curb & Gutter including 14" of Base Rock	5,200	LF \$ 27.25	\$ 19.00	\$ 33.00	\$ 32.00	\$ 30.00	\$ 33.14	\$ 28.00	\$ 32.00	\$ 30.00	\$ 38.76	\$ 32.25	\$ 31.00	\$ 34.00	\$ 30.31	\$ 50.00	\$ 39.00	\$ 35.00	
B.4 6" Commercial and Residential Driveways w/2" leveling Rock	150	SY \$ 125.00	\$ 77.00	\$ 145.00	\$ 105.00	\$ 160.00	\$ 131.00	\$ 103.00	\$ 107.00	\$ 167.00	\$ 139.34	\$ 111.00	\$ 112.00	\$ 120.00	\$ 194.53	\$ 139.00	\$ 136.00	\$ 150.00	
B.5 4" Sidewalk w/ 2" Leveling Rock	850	SY \$ 81.70	\$ 54.00	\$ 85.00	\$ 86.00	\$ 90.18	\$ 67.00	\$ 96.00	\$										

## CITY OF CANBY

## S. WALNUT STREET EXTENSION

Bid Date: Thursday, January 22, 2026

BID TABULATION		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	
		Canby Excavating	KNL Industries	Interlaken	Landis & Landis	Tapani	Willamette Valley Excavating	N. Santiam Paving Co.	Ken Leahy Construction	Northcore USA	Konell Construction & Demo	Icon Construction & Development	Kerr Contractors	Eiting Northwest	Dirt & Aggregate Interchange	SLE, Inc.	Pacific Excavation	Lee Contractors	
<b>Basic Bid Items</b>																			
<b>D. Sanitary Sewer</b>	Units	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total							
D.1 8" PVC 3034 w/Select Bfl	2,450 LF	\$ 82.00	\$ 97.00	\$ 79.00	\$ 88.00	\$ 116.00	\$ 110.00	\$ 118.00	\$ 107.00	\$ 234.00	\$ 148.02	\$ 176.00	\$ 125.00	\$ 150.00	\$ 166.40	\$ 205.00	\$ 190.00	\$ 125.00	
		\$ 200,900.00	\$ 237,650.00	\$ 193,550.00	\$ 215,600.00	\$ 284,200.00	\$ 269,500.00	\$ 289,100.00	\$ 262,150.00	\$ 573,300.00	\$ 362,649.00	\$ 431,200.00	\$ 306,250.00	\$ 367,500.00	\$ 407,680.00	\$ 502,250.00	\$ 465,500.00	\$ 306,250.00	
D.2 48" Manhole, All Depths	14 EA	\$ 5,200.00	\$ 10,500.00	\$ 3,500.00	\$ 6,900.00	\$ 7,700.00	\$ 10,600.00	\$ 7,135.00	\$ 5,940.00	\$ 8,099.00	\$ 8,877.28	\$ 8,100.00	\$ 9,000.00	\$ 10,000.00	\$ 8,116.53	\$ 8,000.00	\$ 7,500.00	\$ 10,000.00	
D.3 6" Service Lateral Including Tee, 6" PVC Service and cleanout per Detail 301, average 45 feet each	3 EA	\$ 4,050.00	\$ 3,600.00	\$ 3,000.00	\$ 4,950.00	\$ 6,100.00	\$ 5,150.00	\$ 6,735.00	\$ 7,015.00	\$ 5,085.00	\$ 8,929.42	\$ 4,000.00	\$ 6,600.00	\$ 10,500.00	\$ 7,240.10	\$ 9,900.00	\$ 1,800.00	\$ 7,500.00	
		\$ 12,150.00	\$ 10,800.00	\$ 9,000.00	\$ 14,850.00	\$ 18,300.00	\$ 15,450.00	\$ 20,205.00	\$ 21,045.00	\$ 15,255.00	\$ 26,788.26	\$ 12,000.00	\$ 19,800.00	\$ 31,500.00	\$ 21,720.30	\$ 29,700.00	\$ 5,400.00	\$ 22,500.00	
	<b>Subtotal</b>	<b>\$ 285,850.00</b>	<b>\$ 395,450.00</b>	<b>\$ 251,550.00</b>	<b>\$ 327,050.00</b>	<b>\$ 410,300.00</b>	<b>\$ 433,350.00</b>	<b>\$ 409,195.00</b>	<b>\$ 366,355.00</b>	<b>\$ 701,941.00</b>	<b>\$ 513,719.18</b>	<b>\$ 556,600.00</b>	<b>\$ 452,050.00</b>	<b>\$ 539,000.00</b>	<b>\$ 543,031.72</b>	<b>\$ 643,950.00</b>	<b>\$ 575,900.00</b>	<b>\$ 468,750.00</b>	
<b>Basic Bid Items</b>																			
<b>E. Waterlines</b>	Units	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total							
E.1 18" DI pipe With Poly Bag, Toning Wire and Select Backfill	1,150 LF	\$ 208.00	\$ 242.00	\$ 250.00	\$ 250.00	\$ 248.00	\$ 276.00	\$ 249.00	\$ 265.00	\$ 193.00	\$ 223.45	\$ 260.00	\$ 260.00	\$ 250.00	\$ 288.85	\$ 245.00	\$ 250.00	\$ 400.00	
		\$ 239,200.00	\$ 278,300.00	\$ 287,500.00	\$ 285,200.00	\$ 317,400.00	\$ 286,350.00	\$ 304,750.00	\$ 221,950.00	\$ 256,967.50	\$ 299,000.00	\$ 287,500.00	\$ 332,177.50	\$ 281,750.00	\$ 287,500.00	\$ 460,000.00			
E.2 12" DI Pipe with Poly Bag, Toning Wire and Select Backfill	1,600 LF	\$ 123.00	\$ 146.00	\$ 150.00	\$ 140.00	\$ 157.00	\$ 184.65	\$ 153.00	\$ 160.00	\$ 155.00	\$ 142.19	\$ 158.00	\$ 155.00	\$ 165.00	\$ 195.82	\$ 175.00	\$ 200.00	\$ 300.00	
E.3 8" DI Pipe with Poly Bag, Toning wire and Select Backfill	240 LF	\$ 120.00	\$ 116.00	\$ 108.00	\$ 115.00	\$ 129.00	\$ 122.00	\$ 137.50	\$ 105.00	\$ 138.75	\$ 120.00	\$ 114.00	\$ 190.00	\$ 150.79	\$ 135.00	\$ 137.00	\$ 200.00		
E.4 6" DI Water w/ Poly Bag and Select Backfill	280 LF	\$ 72.00	\$ 94.00	\$ 89.00	\$ 95.00	\$ 114.00	\$ 110.00	\$ 119.00	\$ 82.00	\$ 125.04	\$ 128.00	\$ 92.00	\$ 135.00	\$ 127.66	\$ 120.00	\$ 121.00	\$ 200.00		
E.5 18" MJ Tee	1 EA	\$ 7,200.00	\$ 6,350.00	\$ 7,200.00	\$ 6,500.00	\$ 7,500.00	\$ 7,400.00	\$ 6,710.00	\$ 6,399.00	\$ 7,184.23	\$ 8,000.00	\$ 7,700.00	\$ 8,000.00	\$ 7,238.91	\$ 7,200.00	\$ 7,000.00	\$ 9,000.00		
E.6 18" x 8" MJ x Flg Tee	2 EA	\$ 3,800.00	\$ 3,450.00	\$ 3,500.00	\$ 4,500.00	\$ 4,200.00	\$ 3,700.00	\$ 4,650.00	\$ 4,435.00	\$ 3,570.00	\$ 4,025.00	\$ 4,300.00	\$ 4,000.00	\$ 4,058.78	\$ 3,800.00	\$ 3,500.00	\$ 6,000.00		
E.7 18" x 6" MJ x Flg Tee	3 EA	\$ 3,145.00	\$ 2,780.00	\$ 2,870.00	\$ 2,700.00	\$ 3,400.00	\$ 3,000.00	\$ 4,000.00	\$ 2,965.00	\$ 2,913.00	\$ 3,212.39	\$ 3,275.00	\$ 3,700.00	\$ 3,500.00	\$ 3,319.76	\$ 3,100.00	\$ 3,000.00	\$ 5,500.00	
E.8 12" MJ Tee	1 EA	\$ 1,700.00	\$ 1,480.00	\$ 1,530.00	\$ 1,350.00	\$ 2,000.00	\$ 1,650.00	\$ 2,325.00	\$ 1,515.00	\$ 1,630.00	\$ 1,957.01	\$ 1,840.00	\$ 2,200.00	\$ 2,300.00	\$ 1,876.87	\$ 1,900.00	\$ 1,500.00	\$ 2,000.00	
E.9 12" x 8" MJ x Flg Tee	5 EA	\$ 1,400.00	\$ 1,200.00	\$ 1,230.00	\$ 1,150.00	\$ 1,700.00	\$ 1,350.00	\$ 2,040.00	\$ 1,250.00	\$ 1,349.00	\$ 1,727.21	\$ 1,500.00	\$ 1,950.00	\$ 2,000.00	\$ 1,561.01	\$ 1,600.00	\$ 1,400.00	\$ 1,800.00	
E.10 12" x 6" MJ x Flg Tee	5 EA	\$ 7,000.00	\$ 6,000.00	\$ 7,000.00	\$ 9,000.00	\$ 8,400.00	\$ 7,400.00	\$ 9,300.00	\$ 8,870.00	\$ 7,140.00	\$ 7,694.52	\$ 8,050.00	\$ 8,600.00	\$ 8,117.56	\$ 7,600.00	\$ 7,000.00	\$ 12,000.00		
E.11 18" MJ Bfl Valve	3 EA	\$ 6,200.00	\$ 8,200.00	\$ 6,100.00	\$ 6,000.00	\$ 6,400.00	\$ 6,300.00	\$ 9,240.00	\$ 6,400.00	\$ 8,263.00	\$ 7,620.76	\$ 7,300.00	\$ 6,300.00	\$ 7,000.00	\$ 9,335.52	\$ 6,200.00	\$ 6,000.00	\$ 9,000.00	
E.12 12" MJ Bfl Valve	5 EA	\$ 3,000.00	\$ 3,950.00	\$ 2,900.00	\$ 3,550.00	\$ 3,100.00	\$ 3,050.00	\$ 4,665.00	\$ 3,830.00	\$ 4,068.00	\$ 3,987.94	\$ 3,550.00	\$ 3,200.00	\$ 3,500.00	\$ 4,618.47	\$ 3,700.00	\$ 3,000.00	\$ 9,000.00	
E.13 8" Flg x MJ Gate Valve	7 EA	\$ 2,200.00	\$ 2,360.00	\$ 2,000.00	\$ 1,950.00	\$ 2,100.00	\$ 2,150.00	\$ 2,705.00	\$ 2,180.00	\$ 2,503.00	\$ 2,243.91	\$ 2,725.00	\$ 2,200.00	\$ 2,700.00	\$ 2,858.47	\$ 2,300.00	\$ 2,100.00	\$ 4,000.00	
E.14 6" Flg x MJ Gate Valve	8 EA	\$ 1,500.00	\$ 1,410.00	\$ 1,350.00	\$ 1,400.00	\$ 1,450.00	\$ 1,500.00	\$ 1,570.00	\$ 1,563.00	\$ 1,399.62	\$ 1,815.00	\$ 1,600.00	\$ 2,100.00	\$ 1,801.73	\$ 1,745.00	\$ 1,500.00	\$ 3,000.00		
E.15 18" MJ 22 1/2 Degree El	7 EA	\$ 2,900.00	\$ 2,540.00	\$ 1,600.00	\$ 2,500.00	\$ 3,000.00	\$ 2,750.00	\$ 3,842.00	\$ 2,650.00	\$ 2,680.00	\$ 2,955.50	\$ 3,000.00	\$ 3,300.00	\$ 3,058.17	\$ 2,925.00	\$ 2,700.00	\$ 3,000.00		
E.16 18" 11 1/4 Degree El	2 EA	\$ 20,300.00	\$ 17,780.00	\$ 11,200.00	\$ 17,500.00	\$ 21,000.00	\$ 19,250.00	\$ 26,894.00	\$ 18,550.00	\$ 18,760.00	\$ 20,689.13	\$ 21,000.00	\$ 23,100.00	\$ 21,407.19	\$ 20,475.00	\$ 18,900.00	\$ 20,009.25	\$ 16,100.00	\$ 28,000.00
E.17 12" MJ 22 1/2 Degree El	7 EA	\$ 2,900.00	\$ 2,540.00	\$ 1,600.00</td															



## CITY COUNCIL Staff Report

Meeting Date: 2/18/2026

To: The Honorable Mayor Hodson & City Council

Thru: Randy Ealy, Interim City Administrator

From: Todd Wood, Transit & Fleet Services Director

Agenda Item: Consider **Ordinance No. 1663**: An Ordinance Authorizing the Interim City Administrator to Extend by nine (9) months the contract with MSNW Group LLC, in the amount of \$113,760.00 for the remainder of the year for custodial services for the City of Canby. (*First Reading*)

Goal: N/A

Objective: N/A

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### **Summary**

Consider **Ordinance No. 1663**: An Ordinance Authorizing the Interim City Administrator to extend by nine (9) months the contract with MSNW Group LLC, in the amount of \$113,760.00 for the remainder of the year for custodial services for the City of Canby. The purpose of extending the contract for the remainder of the year with MSNW Group LLC is to provide custodial services for the five City-owned and operated buildings. This service includes general cleaning, restroom maintenance, floor care, trash removal, surface sanitation, and specialized services such as upholstery cleaning, pressure washing and window cleaning.

### **Background**

The City Facilities Department advertised through an RFP (Request for Proposal) process on September 2023. The MSNW Group LLC was selected and entered in a one (1) year contract. This contract has previously been extended in the past and the City is looking to extend it until December 31, 2026. Currently, the custodial services contract ends March 31, 2026

### **Discussion**

The city is evaluating their service needs and budget for long term custodial services. By extending this contract it allows city staff time to make the best educated decision to align with future needs and goals.

### **Attachments**

Ordinance No.1663

MSNW Group LLC Custodial Contract

Addendum IV

### **Fiscal Impact**

Our current budget supports this contract for the remainder of the fiscal year.

### **Options**

Approve Addendum IV for Custodial Services with MSNW Group LLC, or Deny Addendum IV with further instructions to staff.

**Recommendation**

It is recommended that the City Council approve Addendum IV with MSNW Group LLC as presented.

**Proposed Motion**

“I move to approve **Ordinance No. 1663**, Authorizing the Interim City Administrator to extend by nine (9) months the contract with MSNW Group LLC, in the amount of \$113,760.00 for the remainder of the year for custodial services for the City of Canby to a second reading on March 4, 2026.”

## **ORDINANCE NO. 1663**

### **AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXTEND BY NINE (9) MONTHS THE CONTRACT WITH MSNW GROUP LLC, IN THE AMOUNT OF \$113,760.00 FOR THE REMAINDER OF THE YEAR FOR CUSTODIAL SERVICES FOR THE CITY OF CANBY.**

**WHEREAS**, on September 28, 2023, the City of Canby entered into a contract with MSNW Group LLC to provide Custodial Services for City owned and operated buildings;

**WHEREAS**, the City of Canby is proposing an extension of contract with MSNW Group LLC through Addendum IV, contract period for April 1, 2026 through December 31, 2026;

**WHEREAS**, the Canby City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed the contract price of \$113,760.00 and the Staff Report and believes this to be in the best interest of the City to enter an extension contract with MSNW Group LLC.

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

**Section 1.** The City Administrator is hereby authorized on behalf of the City to enter into an agreement with MSNW Group LLC in the amount of \$113,760.00.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, February 18, 2026 ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, March 4, 2026, 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.

---

Maya Benham, CMC  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 4<sup>th</sup> day of March, 2026, by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

---

Brian Hodson  
Mayor

ATTEST:

---

Maya Benham, CMC  
City Recorder



## ADDENDUM IV FACILITIES CONTRACT

This Addendum sets forth an Agreement between City of Canby, and MSNW Group LLC, to make the following service updates; Contract dated December 6, 2023.

**1. Pricing for extension through December 2026, adding periodic services:**

<b>Site</b>	<b>Monthly Rate</b>
Library/Civic Center	\$6,090.00
Police Department	\$4,615.00
Public Works	\$ 920.00
Transit Kitchen/Restroom	\$ 435.00
Transit Office	\$ 580.00

The contract period for these updates is April 1, 2026, through December 31, 2026.

Signature of Client indicates agreement, including any adjustments in Contract Sum or Contract Time.

Contract Price and all other terms, covenants, and conditions of the above-referenced Contract, except as duly modified by this and previous Addendums, if any, remain in full force and effect.

---

City of Canby  
By: Randy Ealy, City Administrator

Date

MSNW Group LLC  
By: Terell Weg, President & CEO

Date



## City Council Staff Report

Meeting Date: 2/18/2026

To: The Honorable Mayor Hodson & City Council

Thru: Randy Ealy, Interim City Administrator

From: Patrick Mahoney, WWTP Supervisor

Agenda Item: Consider **Ordinance No. 1664**: An Ordinance Approving Interim City Administrator to Execute a Contract with PumpTech to Purchase the Diesel Engine Pump Trailer in the amount of \$59,690.00. *(First Reading)*

---

### Summary

This capital purchase is intended to replace our current emergency backup pump trailer for the WWTP RAW water well to convey the wastewater into the rest of the treatment system. This pump is necessary for emergency situations where either there is no power supplied to the main RAW wastewater pumps or there is an issue with the pumps themselves. This replacement pump will be a modern style dry-priming pump with level control abilities that the current one does not possess.

### Background

The WWTP is required under its NPDES permit issued by the State of Oregon DEQ to have emergency contingencies in place to protect public health and the environment from any foreseeable issues that could arise and to have mitigation in place. This pump is considered an emergency backup to the RAW wastewater pumps at the WWTP.

### Attachments

Ordinance No. 1664

PumpTech Quote

### Fiscal Impact

Capital Project “Influent/Recycle Pump Replacement” is budgeted at \$1M

### Options

1. Approve Interim City Administrator to Execute a Contract with PumpTech at \$57,690.00.
2. Deny Interim City Administrator to Execute a Contract with PumpTech at \$57,690.00.

### Recommendation

It is recommended by Staff to move forward with the purchase from PumpTech in the amount of \$57,690.00 and allowing Interim City Administrator to execute a contract.

### Proposed Motion

“I move to approve **Ordinance No. 1664**: An Ordinance Approving Interim City Administrator to Execute a Contract with PumpTech to Purchase the Diesel Engine Pump Trailer in the Amount of \$59,690.00. to a second reading on March 4, 2026.”

## ORDINANCE NO. 1664

### AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH PUMPTECH LLC IN THE AMOUNT OF \$59,690 FOR THE PURCHASE OF A DIESEL ENGINE PUMP TRAILER.

**WHEREAS**, the City of Canby informally advertised and received three (3) bid responses to an informal solicitation for the purchase of a diesel engine pump trailer; and

**WHEREAS**, City of Canby staff selected PumpTech as the lowest responsible bidder who responded to the informal solicitation.

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

**Section 1.** The Interim City Administrator is hereby authorized, on behalf of the City of Canby, to enter into the contract with PumpTech, LLC in an amount not to exceed \$59,690 for the purchase of a diesel engine pump trailer.

**Section 2.** The effective date of this Ordinance shall be April 3, 2026.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, February 18, 2026, ordered posted as required by the Canby City Charter; and scheduled for second reading on March 4, 2026, 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.

---

Maya Benham, CMC  
City Recorder

**PASSED** on the second and final reading by the Canby City Council at a regular meeting thereof on March 4, 2026, by the following vote:

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

---

Brian Hodson  
Mayor

ATTEST:

---

Maya Benham, CMCCity Recorder

Quote Number: 1105872

**QUOTE**

Page: 1 of 5

**Quote To:**

Canby, City Of  
PO Box 930  
Canby OR 97013-0930  
USA

Phone: 503-266-4021

Fax:

Date: 1/5/2026

Expires: 2/5/2026

Quote Name Diesel Trailer Package w/Cornell

Sales Person: Bob Olijnyk

Email: bolijnyk@pumptechnw.com

Inside Sales: Mark Jansen

Email: mjansen@pumptechnw.com

Est. Lead Time: 14-16 Weeks

Ship Via: Company Truck

FOB: FOB Origin Full Freight Allow

*USD*

Line	Part	Description	Expected Qty	Unit Price	Ext. Price
1	90000046	Diesel Engine Trailer Package:  Premier 6" Diesel DOT Open Trailer Package Pump: 6NNT Ductile Iron W/CA6NM Impeller Impeller Trim TBD Cycloseal mechanical seal - Tungsten Carbide vs. Silicon Carbide Run-Dry Equipped Redi-Prime System Included Grease lubricated bearings Kohler KDI 1903 TCR 50hp Engine 85 Gallon fuel tank Controls Inc. Panel Lifting bale 6K torsion axle	1.00EA	57,690.00	57,690.00

Quote Number: 1105872

**QUOTE**

Page: 2 of 5

Lines Total	57,690.00
Total Taxes	0.00
Total Taxes %	0 %
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	0.00
<b>Quote Total (Cash/Check/ACH)</b>	<b>57,690.00</b>
<b>Quote Total (Only if Paid by Credit Card)</b>	<b>59,564.93</b>

Taxes are estimated upon the current known shipping address

Due to potential tariff impacts and pricing volatility, all prices are subject to change without notice.

The above order is subject to PumpTech, LLC's standard terms and conditions and credit approval which are attached and made part of this agreement. We appreciate your interest in our products and services and if you have any questions on our offerings please do not hesitate to call.

By signature below, I accept this offering:

**Signed** \_\_\_\_\_

**Signed by** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_

**NOTICE: ONGOING GLOBAL AND DOMESTIC SUPPLY INSTABILITIES**

Due to the global supply chain disruptions, and material shortages, PumpTech, LLC is unable to guarantee any current or previously quoted lead times. We always work vigorously to fulfill all orders as quickly as possible. Due to the continuous and ongoing global freight and material price increases, we are strictly following our Quotation Validity Time of 30 days from the date of the quote. We are doing our best to contain both costs and shipment dates.

Estimated lead times are subject to prior sale, availability and current shop loads. Lead times will be determined, per order, at the time of receipt of order acknowledgment from our suppliers. Once we have received acknowledgment, we will alert you to the current lead time. Where applicable, lead times will not begin until: internal engineering review and approval, 100% signed off approved submittals, and signed off drawings and/or contract approval. Freight is not included in this quote, unless specifically stated. PumpTech, LLC will not accept any penalties or LD's for any delays caused by COVID-19, material shortages, supply chain issues, or transportation delays.

**FORMATION OF CONTRACT:** These standard terms and conditions of sale ("Terms and Conditions") together with the sales covenants, the general specifications, the technical specifications, and any addendum thereto, including any acknowledgement by PUMPTECH, LLC, comprise the "Proposal" or "Sales Quotation" (collectively the "Quotation"), which upon acceptance by Purchaser become the "Agreement." Subject to prior credit approval by PUMPTECH, LLC (see "Credit Approval and Payment Terms" section below), Purchaser may accept the Quotation through: (i) delivering a purchase order that incorporates the Quotation by reference and payment of the initial deposit; (ii) other written indication by Purchaser of its acceptance of the Quotation along with payment of the initial deposit; (iii) delivering a purchase order or other written indication by Purchaser of its acceptance of the Quotation and agreement by both parties on a standard progress payment plan that does not require an initial deposit (see "Credit Approval and Payment Terms" section below); or (iv) receipt by Purchaser of PUMPTECH, LLC's acknowledgement without notice of rejection. The effective date of the Agreement shall be the date that PUMPTECH, LLC communicates to Purchaser via PUMPTECH, LLC's acknowledgement, in writing. PUMPTECH, LLC's obligations under the Quotation or the Agreement shall not commence

Quote Number: 1105872

**QUOTE**

Page: 3 of 5

until the effective date. The scope of work for the Agreement is limited to the equipment, machinery, goods, engineering services (if applicable) and/or related commissioning services (if applicable) specifically set forth in the Agreement ("Equipment"). The scope of work does not include installation or any on-site services unless specifically identified as being included in the price in the Agreement. Any terms and conditions contained in any purchase order, plans and specifications, correspondence, or accompanying payment for delivery of the Equipment, which are different from or in addition to the Terms and Conditions herein, shall not be binding on PUMPTECH, LLC, whether or not they would materially alter the Agreement, and PUMPTECH, LLC hereby objects to and rejects the same unless such terms and conditions are delivered to PUMPTECH, LLC prior to Quotation and referenced in the Quotation.

**CREDIT APPROVAL AND PAYMENT TERMS:** Credit approval is required by PUMPTECH, LLC prior to release of order to manufacturer; however, submittal may begin at the time of receipt of purchase order.

PUMPTECH, LLC's payment terms are net thirty (30) days from invoice date. In some circumstances PUMPTECH, LLC may require progress payments. Progress payments are due and payable upon receipt of invoice. PUMPTECH, LLC's "Standard Progress Payment Plan" is defined as a payment plan that includes the following terms in the purchase order or the Agreement: 1st: fifteen percent (15%) upon receipt of approved drawings; 2nd: thirty percent (30%) upon order of major components; 3rd: twenty percent (20%) upon receipt of major components at PUMPTECH, LLC's facility; 4th: thirty percent (30%) upon shipment; and 5th: five percent (5%) on start-up. If not included within the Quotation, all applicable federal, state and local taxes will be added to each invoice. Time is of the essence with respect to all payments.

Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of one and one-half percent (1.5%) per month (eighteen percent (18%) annually) until fully paid, including any interest accruing thereon. If PUMPTECH, LLC chooses to turn any past-due balances over to a collection agency, Purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts.

**CHANGE ORDERS:** Changes to the design, specifications, scope of supply, delivery schedule, Equipment demonstration site or date, shipping instructions of the Equipment, or any material term of the Agreement, may only be made upon execution by Purchaser and PUMPTECH, LLC in writing ("Change Order"). Such Change Order shall state the parties' agreement on (i) change in the specifications, designs, scope of work, delivery schedule or shipping instructions for the Equipment, (ii) an adjustment to the purchase price, and (iii) an adjustment in the date of shipment of the Equipment and/or the period of performance. Both parties agree and acknowledge that unless a Change Order is agreed upon in writing by both parties, the Agreement shall not be modified in any manner. In addition, PUMPTECH, LLC has the right to suspend performance of its obligations hereunder without liability during the period while the change is being evaluated and negotiated. In the event Purchaser has communicated proposed changes to PUMPTECH, LLC, PUMPTECH, LLC, at its sole discretion, shall either: (a) accept the Change Order; (b) reject the Change Order and continue performance under the existing Agreement; or (c) cancel the Agreement. In the event that PUMPTECH, LLC elects (b) above, Purchaser shall either (i) agree to continued performance by PUMPTECH, LLC pursuant to the Agreement or (ii) cancel the Agreement. In the event of (b)(ii), Purchaser shall pay PUMPTECH, LLC for all amounts then due and owing under the Agreement plus all incurred costs not yet billed (e.g., labor and materials) plus fifteen percent (15%) for profit on all incurred costs not yet billed.

**SHIPMENT:** Estimated shipment from manufacturer can proceed as quoted after receipt of approved submittals and purchase order. Although PUMPTECH, LLC shall use commercially reasonable efforts to have the Equipment delivered within the time estimated, any quoted shipment time is based on information from suppliers and is not intended to be an exact date or a guarantee. Any late delivery charges due to shipment beyond the estimated schedule will not be accepted.

**WARRANTY:** The only warranty/guarantee implied or applied to this Agreement are those as put forth by the original manufacturer. New equipment manufactured by PUMPTECH, LLC are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of shipment (ninety (90) days for repaired equipment) provided that the Purchaser has timely made all payments due under the Agreement and the product is properly installed, serviced, and operated under normal conditions. If within one (1) year of installation PUMPTECH, LLC receives written

Quote Number: 1105872

**QUOTE**

Page: 4 of 5

notice from Purchaser of defective material or workmanship with respect to Equipment, PUMPTECH, LLC's sole obligation shall be, at PUMPTECH INC.'s option, either to (i) repair the Equipment, (ii) replace the Equipment, or (iii) refund the amount paid by Purchaser. PUMPTECH, LLC shall have no other obligation or liability whatsoever with respect to any defective material(s) or service. Materials to be replaced or items for which services are to be re-performed shall be shipped by Purchaser to, PUMPTECH, LLC's shop in Bellevue, Washington or to such location as PUMPTECH, LLC may designate. Purchaser is responsible for prepayment of freight and insurance of such shipment. Purchaser shall provide returned items to PUMPTECH, LLC in such a state that PUMPTECH, LLC may inspect the item immediately upon PUMPTECH, LLC's receipt thereof. If found to be defective, PUMPTECH, LLC will prepay all freight and insurance costs of the return shipment of the repaired or replaced item. Any repaired or replaced items shall be warranted only for the remaining period of the original warranty. Expedited repairs are subject to expediting fees. Products inspected and proven to be non-defective are subject to service charges and will be returned to Purchaser at Purchaser's expense.

THIS AGREEMENT DOES NOT GRANT ANY OTHER WARRANTY OR GUARANTEE OR MAKE ANY REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. THIS WARRANTY SHALL NOT BE VALID IF THE ITEMS THAT ARE THE SUBJECT MATTER OF THIS AGREEMENT HAVE BEEN SUBJECT TO ABUSE, MISUSE, ACCIDENT, ALTERATION, MODIFICATION, NEGLECT, UNAUTHORIZED REPAIR, OR EXPOSURE TO CONDITIONS BEYOND THE APPLICABLE ENVIRONMENT.

THIS WARRANTY SHALL ALSO BE VOID IF THE ITEMS ARE ASSIGNED, SOLD OR TRANSFERRED TO AN ENTITY OTHER THAN PURCHASER.

**LIMITATION OF LIABILITY:** PUMPTECH, LLC's liability on any claim of any kind (excluding bodily injury or death) whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from all services and Equipment covered by or furnished under this Agreement, shall in no case exceed the price of the specific service or Equipment which gives rise to the claim.

PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT IN NO EVENT WILL PUMPTECH, LLC BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THOSE FOR LABOR, EXPENSES, LOSS OF PROFITS OR REVENUE, LOST OPPORTUNITIES, OR SIMILAR DAMAGES OF ANY KIND.

**INDEMNIFICATION:** Purchaser agrees to defend, indemnify and hold harmless PUMPTECH, LLC and its respective affiliates, officers, directors, employees, shareholders and agents from and against all losses, costs, expenses, damages, suits or liability of any nature incurred in whole or in part as a result of the conduct, negligence, or willful misconduct of Purchaser, its agents, servants, employees or customers or caused by Purchaser's property or property under the responsibility of Purchaser.

**DISPUTE RESOLUTION:** All claims, disputes or controversies (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to PUMPTECH, LLC's services and/or these Terms and Conditions (collectively "Claims") will be resolved, first, by a formal mediation conducted by an experienced mediator mutually agreed upon by PUMPTECH, LLC and Purchaser, and, if mediation should fail to resolve the Claims, secondly, by reference to and determination by binding arbitration governed by the Federal Arbitration Act and administered by the American Arbitration Association under its rules for resolution of disputes, or under other mutually agreed procedures. The parties agree that any arbitration proceeding shall be presided over by a neutral arbitrator selected by the parties who shall have at least twenty (20) years of experience practicing law related to sales contract disputes. Any such proceedings under mediation or arbitration shall be conducted in Seattle, Washington. This provision shall survive the termination of the Agreement governed by these Terms and Conditions.

**CHOICE OF LAW:** This Agreement shall be construed in accordance with the laws of the State of Washington.

Quote Number: 1105872

QUOTE

Page: 5 of 5

**ATTORNEY FEES:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

**FINAL AGREEMENT:** This Agreement merges all prior discussions, whether written or oral, and is the entire understanding and agreement of the parties; neither party shall be bound by additional or other representations, conditions, or promises except as subsequently set forth in writing and signed by the party to be bound.



## CITY COUNCIL Staff Report

Meeting Date: 2/18/2026

To: The Honorable Mayor Hodson & City Council

From: Randy Ealy, Interim City Administrator

Agenda Item: Consider **Resolution No. 1451**: A Resolution Authorizing the Interim City Administrator to Execute a Memorandum of Agreement with Willow Creek Estates Homeowners Association.

---

### Summary

A working cross-team of City Administration, Planning, Public Works, Legal Counsel and the Board at Willow Creek Estates Homeowners Association (WCEHOA) are recommending the City enter into a Memorandum of Understanding for the maintenance of park property labeled as Tract "A" on Exhibit "A" Willow Creek Estates 2.

### Background

The WCEHOA approached the city with the concept of the HOA performing maintenance activities on behalf of the city at the Willow Creek Park site contained within a Memorandum of Understanding (Exhibit "B.")

### Attachments

- Resolution No. 1451
- Exhibit "A": identifying Tract "A" in Willow Creek Estates
- Exhibit "B": MOU with Willow Creek Estates
- MOA Map
- MOA Photos

### Fiscal Impact

Potential savings to City in materials and labor, but largely de minimis. This is mostly a partnership spelling out pathway for neighborhood to maintain their own park, residing on city owned parkland.

### Options

1. Approve Resolution No. 1451 (absent liability assignment to city of Canby)
2. Approve Resolution No. 1451 (reinserting "The WCEHOA will not be held responsible for violations by the contractor; and the City shall participate in the hiring process of the contractor; and be a party to the contract.")
3. Do not move forward with the MOU

### Recommendation

It is recommended that City Council approve **Resolution No. 1451**.

### Proposed Motion

"I move to adopt **Resolution No. 1451**, A Resolution Authorizing the Interim City Administrator to Execute a Memorandum of Agreement with Willow Creek Estates Homeowners Association."

## **RESOLUTION NO. 1451**

### **A RESOLUTION AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH WILLOW CREEK ESTATES HOMEOWNERS ASSOCIATION**

**WHEREAS**, the City of Canby (City) and Willow Creek Estates Homeowners Association (WCEHOA) are parties to a Memorandum of Understanding (MOU) regarding the access, usage, and maintenance of the wetland to the west and southwest of the Willow Creek Estates (WCE) neighborhood and the City-owned park within the WCE neighborhood;

**WHEREAS**, WCEHOA will seek City permission to enter the wetland at all times, will be permitted to hire a landscape contractor to trim blackberry bushes in the wetland, and will continue to voluntarily maintain certain areas in the park; and

**WHEREAS**, the City desires to enter into a Memorandum of Understanding (MOU) to establish the terms and conditions under which the City and WCEHOA will ensure the safe enjoyment of the park areas.

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

1. The City Council authorizes the Interim City Administrator to execute, on behalf of the City, a MOU with WCEHOA in substantially the same form as the MOU attached to this Resolution as Exhibit A.
2. The City Council further authorizes the Interim City Administrator to administratively take all actions necessary to correct any typographical errors, scrivener's errors, or formatting errors in the MOU.
3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council this 18<sup>th</sup> day of February, 2026, and signed by the Mayor and City Recorder in authentication of its passage.

**CITY OF CANBY, OREGON**

---

Brian Hodson, Mayor

**ATTEST:**

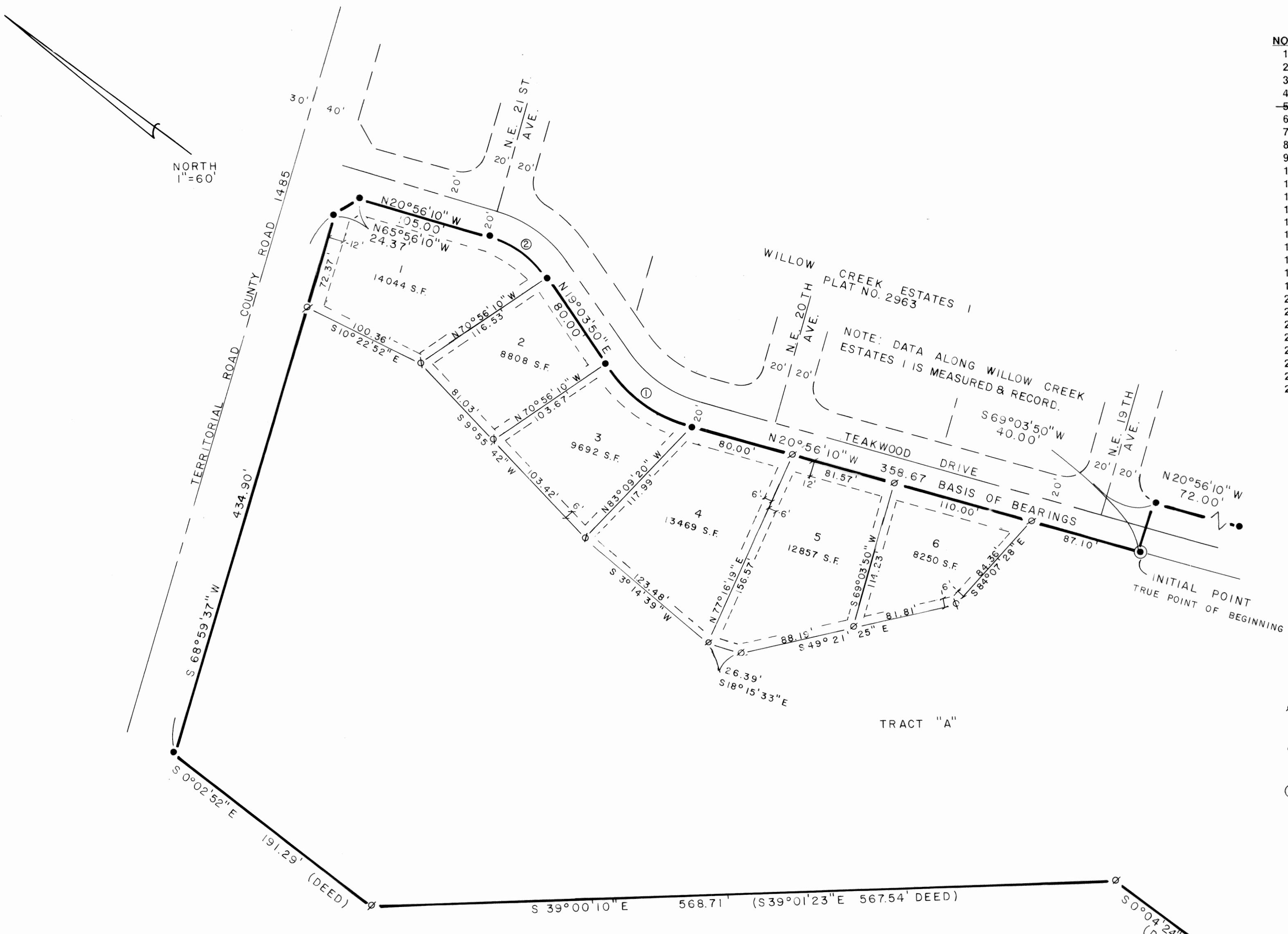
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Maya Benham, CMC  
City Recorder

# Exhibit A

## WILLOW CREEK ESTATES 2

SITUATE IN THE SOUTH 1/2 OF SECTION 27 AND A PORTION OF THE  
WALTER FISH DLC NO. 45, T.3 S., R.1E., W. M., CITY OF CANBY,  
CLACKAMAS COUNTY, OREGON - NOVEMBER 14, 1992



WILHELM ENGINEERING, INC.  
546 SE TOWNSHIP ROAD  
CANBY, OREGON 97013  
503 - 266 - 6168

(PAGE 1 OF 3)

3050

## Exhibit B

January 8, 2026

Memorandum Of Understanding between Willow Creek Estates Homeowners Association (WCEHOA) and the City of Canby (the City) regarding the State of Oregon owned wetlands to the West South/West of the WCEHOA and the City-owned park located in the Willow Creek Estates neighborhood

WHEREAS:

- The undeveloped land adjacent to the neighborhood of WCEHOA is designated as a wetland by the State of Oregon.
- The wetlands are owned by the City of Canby and governed by the State of Oregon.
- The wetlands are deemed by the State of Oregon to be a “significant wetland”.
- The WCEHOA neighborhood has no rights or responsibility regarding the wetlands.
- The pole fence bordering the wetland is the property of the City.
- The path adjacent to the wetland is owned by the City of Canby.
- The park land on either side of the WCEHOA tennis court is owned by the City.

The undersigned representing the WCEHOA and the City agree to the following:

- WCEHOA will not enter the wetland, without the express written permission of the Public Works Department of the City of Canby.
- The City of Canby agrees to place signage delineating the protected areas.
- It is incumbent on the City to ensure that permissions the City grants to enter the wetland comply with State rules and regulations.
- Any individual, or homeowner, requesting the permission to enter the wetland for any reason will be referred to the Canby Public Works Department to obtain a permit, for right of entry.
- No chemicals, of any kind, no pesticides nor herbicides, will be used or authorized for use in the wetland by the WCEHOA.
- The WCEHOA has the permission of the Canby Public Works department to hire a landscape contractor, licensed and bonded in the State of Oregon, to trim the blackberries in the wetlands, 5 feet back from the pole fence, 1 (one) time per month, May through September.

- The authorized contractor will be instructed to avoid causing any disturbances to native vegetation and to comply with all City and State rules with respect to the wetland.
- WCEHOA will continue to maintain the grass, shrubs and flower beds of the park areas but is under no obligation to do so.
- WCEHOA assumes no liability for the park or trail areas, and the City will hold harmless the WCEHOA for property damage or personal injury incurred or caused by anyone using the park or the wetland area.
- The City agrees to complete any major maintenance in the City owned park areas on either side of the sport court, such as tree trimming or removal when necessary for safety or practicality.
- The City remains responsible for park and wetland infrastructure but will consult with the WCEHOA on fencing and other projects deemed necessary for the continued safe enjoyment of the park areas.
- The City of Canby retains all liability for the park areas.
- This agreement is in effect from the date of signing until revoked in writing by either the City of Canby or the WCEHOA.

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HOA representative

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Title

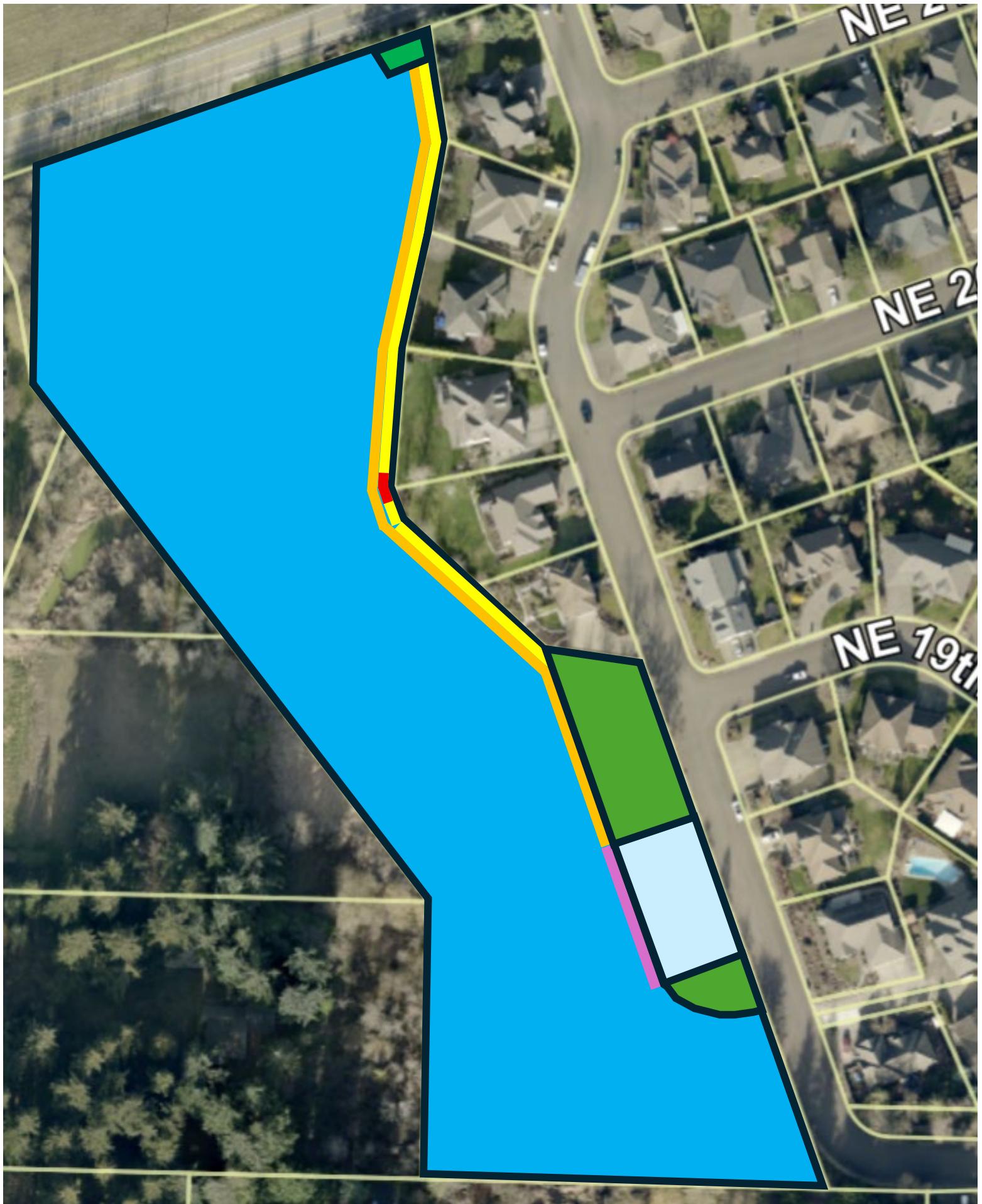
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Public Works Director

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Date

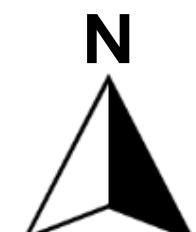




## MOA Proposal

### City of Canby and Willow Creek HOA

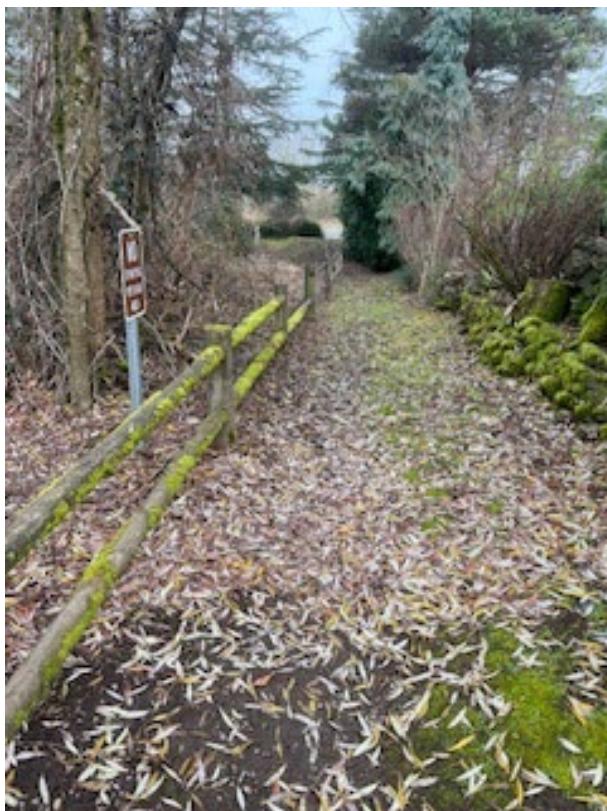
- City property, City maintained
- City property, Willow Creek HOA maintained
- City owned unimproved path, appr. 610 feet
- City owned split rail fence, appr. 790 feet
- City owned wooden boardwalk, appr. 60 feet
- City owned wooden retaining wall, appr. 121 feet
- Willow Creek HOA owned pickleball court



## Willow Creek



Path



Boardwalk



Retaining wall



## Greenspace





## City Council Staff Report

Meeting Date: 2/18/2026

To: The Honorable Mayor Hodson & City Council

Thru: Randy Ealy, Interim City Administrator

From: Don Hardy, Planning Director

Agenda Item: Parks System Development Charge (SDC) Update Process Part 6

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### **Summary**

As a follow up to the February 11th SDC Work Session, this presentation will focus on the 20-year Park Project List and input on the list from City Council.

ORS 223.309 requires the City to adopt a capital improvement plan that lists the park projects that are eligible for Park SDC funds. The prior project list was last updated by the City Council on January 16, 2013, in Resolution No. 1149.

The current preliminary DRAFT parks project list was developed by the Parks and Recreation Advisory Board in Summer 2025 as an aspiration list. It has a total estimated cost of roughly \$168 to \$178 million dollars over the next 20 years as compared to anticipated SDC collection of approximately \$65 million dollars. As the Parks and Recreation Advisory Board was directed to establish a project list for 20 years, it includes some projects that have overlapping functions. For example, sports complex fields could occur at several locations. Additionally, the aquatic center and upgrades to the existing swim center are different project improvements but both are on the 20-year list.

### **Background**

The February 18<sup>th</sup> meeting the focus will be on:

- A more fiscally constrained project list is recommended by staff based on the draft SDC analysis by FCS. Recognizing that the 20-year Park's list represents roughly \$168 million dollars of projects and there is roughly \$65 million in SDC revenue that could be collected over the next 20-years even at the maximum defensible parks SDC collection rate.
- The Parks and Recreation Advisory Committee was asked to dream big for the next 20 years, but the price tag was not known when the parks list was created. Additionally, recent professional appraisal of per acre land cost were more than anticipated when the parks list was developed.
- Recognizing that the 20-year list looks to have some redundancies of proposed park facilities, it will be important for City Council to weigh in on what project list should include (specifically regarding the sports complex and swim center/aquatic center). City council member park priorities are important before FCS Group prepares the final SDC methodology report due by March 6 that will be used for the May 6 City Council adoption hearing.
- Recognizing that the total parks project list will have an influence on the parks SDC amounts for development.
- Recognizing that the preliminary DRAFT project list once constructed would increase the total parks land inventory and level of service from the current level of 5.5 acres per 1,000 residents to 11.4

acres of per 1,000 residents. The removal of future parks projects located inside the City limits would result in more parkland need in the future urban growth boundary expansion area unless the level of service ratio is reduced below 11.4 acres per 1,000 to possibly 10 acres per 1,000 residents which is the current city policy rate.

### **Discussion**

FCS Group recommended that we provide the 20-year parks list in advance of the February 18 work session (attached). Staff would like each City Council member to consider their top 3 park projects from the DRAFT project list for construction over the next 10 years to 20 years. Although City Council is not expected to hold a hearing regarding this list until May, it will be important for each councilor to indicate their top 3 parks projects to enable staff and FCS to recommend a *fiscally constrained project list* for adoption prior to the adoption of new Parks SDCs.

Possible City Council discussion outcomes may include:

- A revised list of high priority parks projects
- A hybrid list of priority parks
- No revisions to the Draft project list, with all of the projects included

### **Attachments**

PowerPoint presentation will be provided to City Council on February 17.

### **Fiscal Impact**

No fiscal impacts will occur

### **Options**

City council will be requested to prioritize the project list and revise the list.

### **Recommendation**

Based on City Council discussions a revised parks project list is requested.

### **Proposed Motion**

No motion is proposed but input on the 20-year project from City Council members is being sought.

## Preliminary Draft Parks SDC Project List

Last Edits: 2/11/26 per appraisals

### Canby DRAFT Parks Project List (Inside Future UGB), 2026 to 2046

Preliminary DRAFT

ID #	Project Name	Park Category	Relative Priority*	Category	Acres (New)	Cost Est.	
1	Sports/Rec. Center Land Acquisition	Community Park	High	Aquatic/Rec Center	32	\$20,500,000	
2	Aquatic Center (New)	Community Park	High	Aquatic/Rec Center	3	\$45,000,000	
3	Honda Pits Action Sports Park	Community Park	High	Park Development	8.87	\$6,000,000	
4	Athletic Complex/Rec Center	Community Park	High	Aquatic/Rec Center		\$50,000,000	
5	Maple Street Park	Community Park	High	Adding Facilities		\$900,000	
6	Wait Park Improvements	Community Park	High	Adding Facilities		\$9,000,000	
7	Other Aquatic Center Improvements	Community Park	High	Adding Facilities		\$1,250,000	
8	Canby School District Property Use	Community Park	Medium	Land Acquisition	15	\$5,900,000	
9	Community (River) Park Improvements	Community Park	Medium	Adding Facilities		\$2,000,000	
10	Former Adult Center	Community Park	Low	Land Acquisition	2.7	\$3,600,000	
				<b>Subtotal</b>		<b>\$144,150,000</b>	
11	Auburn Farms Neighborhood Park	Neighborhood Park	High	Park Development	2.33	\$3,000,000	
12	Ivy Ridge Estates Neighborhood Park	Neighborhood Park	High	Park Development	1.5	\$2,000,000	
13	Walnut Street Off-Leash Dog Park	Neighborhood Park	High	Park Development	1.5	\$1,000,000	
				<b>Subtotal</b>		<b>\$6,000,000</b>	
14	Molalla River Canby Utility Property	Natural Areas & Open Space	Medium	Land Acquisition	67	\$1,850,000	
15	Logging Road Trail Improvements (in-City)	Natural Areas & Open Space	Medium	Land Acquisition	10	\$4,000,000	
16	Logging Road Trail Improvements (in-City)	Natural Areas & Open Space	Medium	Adding Facilities		\$1,500,000	
17	Redwood Landing Improvements	Natural Areas & Open Space	Medium	Adding Facilities		\$350,000	
				<b>Subtotal</b>		<b>\$7,700,000</b>	
18	Emerald Necklace ROW Acquisition	Trails	Medium	ROW Acquisition	20	\$8,000,000	
19	Ivy Street Ped Bridge	Trails	Low	Trail Development	1	\$2,000,000	
				<b>Subtotal</b>		<b>\$10,000,000</b>	
* relative priority reflects Canby Parks Committee input as of 7/1/2025.					<b>TOTAL</b>	<b>164.9</b>	<b>\$167,850,000</b>



**City of Canby**  
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[www.CanbyOregon.gov](http://www.CanbyOregon.gov) | 503.266.4021

February 18, 2026

To Whom It May Concern,

Pink Sistas, founded by Deb Hart, a breast cancer survivor, has partnered with the City of Canby over the past year to offer a meaningful and innovative way to support women diagnosed with breast cancer.

Through this partnership, Canby Disposal Company delivered Pink Recycle Carts featuring the Pink Sistas logo in exchange for a \$50 donation. In the City of Canby alone, donations were made for 500 carts, demonstrating strong community support for this important mission.

Pink Sistas is deeply grateful for this amazing partnership, which enables the organization to further support women facing breast cancer through its mission-driven programs and restorative retreats.

We encourage other organizations, municipalities, and businesses to consider partnering with Pink Sistas to help support community members and make a lasting, positive impact.

Respectfully,

Brian Hodson  
Mayor