

CITY COUNCIL Agenda

222 NE 2nd Avenue, Canby, OR, 97013 | Ph: (503) 266-4021 | www.canbyoregon.gov

April 1, 2026

The City Council meeting may be attended in person in the Council Chambers at
222 NE 2nd 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 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

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 April 1, 2026, with your name, the topic you'd like to speak on and contact information: ridgleyt@canbyoregon.gov or call 503-266-0637.

5. PROCLAMATIONS/ SPECIAL PRESENTATIONS

- a. National Library Week Proclamation
- b. Canby School District Presentation

Pg. 1

6. ITEMS REMOVED FROM THE CONSENT AGENDA

7. CONSENT AGENDA

- a. Approval of the March 4 2026, City Council Regular Meeting Minutes.

Pg. 2

8. APPOINTMENTS

9. ORDINANCES & RESOLUTIONS

- a. Consider **Ordinance No. 1665:** An Ordinance Authorizing the Interim City Administrator to Enter into a Purchase Agreement with SealMaster to Purchase a New Asphalt Crack Sealer Equipment *(Second Reading)*. Pg. 5
- b. Consider **Ordinance No. 1666:** An Ordinance Authorizing the Interim City Administrator to Enter into an Agreement with Xylem Water Solutions USA to Purchase four RAW Influent Pumps in the Amount of \$93,602.00 *(First Reading)*. Pg. 10
- c. Consider **Ordinance No. 1667:** An Ordinance Authorizing the Interim City Administrator to Enter into an Agreement with 3J Consulting regarding the UGB Expansion and Code Audit *(First Reading)*. Pg. 15
- d. Consider **Ordinance No. 1668:** an Ordinance Authorizing the City Administrator Designee to Enter into an Amended Employment Contract Between the City of Canby and Randy Ealy. (Tentative: Packet Items Forthcoming)

10. PUBLIC HEARINGS

11. OTHER BUSINESS

- a. Continued SDC Discussion – Schedule Final Public Hearing Pg. 41
- b. Housing Production Strategy Responses to DLCD Addressing the HPS Condition of Approval.

12. MAYOR’S BUSINESS

13. COUNCILOR COMMENTS & LIAISON REPORTS

14. CITY ADMINISTRATOR’S BUSINESS & STAFF REPORT

- a. Fats, Oils, & Grease (FOG) Program Pg. 43
- b. Charter Update

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

16. ACTION REVIEW

17. ADJOURNMENT

*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.



National Library Week 2026 Proclamation

WHEREAS, libraries spark creativity, fuel imagination, and inspire lifelong learning, offering a space where individuals of all ages can find joy through exploration and discovery;

WHEREAS, libraries serve as vibrant community hubs, connecting people with knowledge, technology, and resources while fostering civic engagement, critical thinking, and cultural enrichment;

WHEREAS, libraries provide free and equitable access to books, digital tools, and innovative programming, ensuring that all individuals—regardless of background—have the support they need to learn, connect, and thrive;

WHEREAS, libraries partner with schools, businesses, and organizations to maximize resources, increase efficiency, and expand access to essential services, strengthening the entire community;

WHEREAS, libraries empower job seekers, entrepreneurs, and lifelong learners by providing access to resources, training, and opportunities that support career growth and economic success;

WHEREAS, libraries nurture young minds through storytimes, STEAM programs, and literacy initiatives, fostering curiosity and a love of learning that lasts a lifetime;

WHEREAS, libraries protect the right to read, think, and explore, standing as champions of intellectual freedom and free expression;

WHEREAS, dedicated librarians and library workers provide welcoming spaces that inspire discovery, collaboration, and creativity for all;

WHEREAS, libraries, librarians, and library workers across the country are joining together to celebrate National Library Week under the theme **“Find Your Joy”**;

NOW, THEREFORE, be it resolved that I, Mayor Hodson, proclaim April 19–25, 2026, as **National Library Week**. During this week, I encourage all residents to visit their library, explore its resources, and celebrate all the ways that the library helps our community find joy.

Brian Hodson
Mayor

**CANBY CITY COUNCIL
MEETING MINUTES
March 4, 2026**

PRESIDING: Brian Hodson

COUNCIL PRESENT: Paul Waterman, Daniel Stearns, Jason Padden, James Davis (attended virtually), Traci Hensley, and Herman Maldonado (attended virtually).

STAFF PRESENT: Randy Ealy, Interim City Administrator; Emily Guimont, City Attorney; Teresa Ridgley, Deputy City Recorder; Peter Wood, Human Resources Director; Todd Wood, Transit/IT/Fleet/Public Works Director; Don Hardy, Planning Director; Spencer Polack, Public Works Supervisor; Jamie Stickel, Economic Development Director/Communications Specialist; Denise LaRue, Finance Director.

CALL TO ORDER: Mayor Hodson called the meeting to order at 7:10 p.m.

ROLL CALL: Councilor Padden present; Councilor Maldonado arrived late; Councilor Davis (virtually); Councilor Stearns present; Councilor Waterman present; Mayor Hodson present; Council President Hensley present.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS: Roxanne Ross, Oregon City resident, and Regis Peregrin, Canby resident, spoke about IP28, the Peace Act. They thought hunting and fishing were important to preserve as part of life in Oregon. This act criminalized those activities as well as animal husbandry, ranching, commercial fishing, pest control, assisted breeding, humane euthanasia, rodeos, etc. These were part of the community's identity. Supporters were trying to get enough signatures to put it on the ballot and they wanted to get the word out about what the act would do if passed.

PROCLAMATIONS/SPECIAL PRESENTATIONS: Jamie Stickel, Economic Development Director/Communications Specialist, Amy Nguyen, Dragonberry Produce, and Christine Drazan, State Senator, gave a presentation on Bắc Giang City, Vietnam, becoming Canby's Sister City. They reviewed the Sister City International Program, creation of sister city relationships, initiating a sister city in Canby, history of Dragonberry Produce and bridge between both cities, opportunities this would bring, United Vietnam Alliance, and next steps for Canby and Bac Giang.

CONSENT AGENDA: ** Council President Hensley moved to approve the Consent Agenda including approval of the February 4, 2026, City Council Regular Meeting Minutes. Motion was seconded by Councilor Padden and passed 6-0.

ORDINANCES & RESOLUTIONS:

Ordinance 1663 – ****Councilor Padden moved to adopt Ordinance 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. Motion was seconded by Councilor Waterman and passed 6-0 by roll call vote.**

Ordinance 1664 – ****Councilor Waterman moved to adopt Ordinance 1664, AN ORDINANCE APPROVING INTERIM CITY ADMINISTRATOR TO ENTER AN AGREEMENT WITH PUMPTech TO PURCHASE THE DIESEL ENGINE TRAILER IN THE AMOUNT OF \$57,690.00. Motion was seconded by Council President Hensley and passed 6-0 by roll call vote.**

Resolution 1452 – There was discussion regarding budget impacts and the previous sister city relationship that was abandoned.

Ms. Stickel said there was an annual fee of \$440. She thought they could work towards reestablishing the relationship with the previous sister city.

****Councilor Padden moved to adopt Resolution 1452, A RESOLUTION AUTHORIZING THE INITIATION OF A SISTER CITY PROGRAM WITH BẮC GIANG, VIETNAM AND AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING. Motion was seconded by Council President Hensley and passed 6-0.**

OTHER BUSINESS: Continuation of Parks SDC Discussion – Don Hardy, Planning Director, explained the parks project discussion timeline, Alternative 1 parks project list which reflected input from the Parks Advisory Board on February 17, Alternative 2 parks project list which reflected input from Councilor Padden on February 18, Alternative 3 parks project list which reflected input from Councilors Davis and Padden on February 18, and Alternative 4 which combined projects 1, 2, and 4 with costs for those projects at \$40 million which would generate the lowest SDC rate. He also discussed the SDC alternatives analysis with dollar amounts and 3 year and 5 year SDC phase in plans. He compared the SDC 3 year phase in and Parks CIP alternative 3 with other cities in the region and discussed the SDC comparison table. They planned to go back to the Parks Board with this information.

There was discussion regarding staff's recommendation for a 3 year phase in, how it would be capped at an 8% increase, impact to affordable housing, different rates based on home size, how SDCs were not the solution to housing affordability, Parks Board recommendation and 5 year phase in, how the SDCs wouldn't fix affordable housing, how the projects on the parks list would only serve a small segment of the City, how the Park Board recommendation was brainstorming without numbers and staff would take the numbers back to them, comparison to other cities, Padden or Davis plan with a 3 year roll out, how SDCs were paid before issuing of the building permit, how the phase in might incentivize projects to come in earlier, and inflationary increases.

The majority of Council was in favor of a three-year phase in. The Council would decide which plan to go with after the Parks Board came back with a recommendation.

Councilor Davis left the meeting.

MAYOR'S BUSINESS: Mayor Hodson reported on the State of City Address at the Chamber Luncheon, C-4 which would meet tomorrow, and Region 1 Area Commission on Transportation where a top list of projects was discussed. He announced First Thursday was tomorrow.

COUNCILOR COMMENTS & LIAISON REPORTS:

Councilor Maldonado wished the Canby Wrestling Team good luck on their last tournament. He met with the construction class teacher at the high school and the resources they had were impressive.

Councilor Padden attended the Heritage and Landmarks Commission meeting where buildings with historical significance and cleaning headstones were discussed. He met with the Canby Eagle Club about starting a composting program in the City. He also talked to the residents near a construction site to get feedback. He attended the Chamber Luncheon and Willamette Falls and Landings Heritage Area Coalition new exhibit. He announced a fundraiser concert on April 11.

There was consensus to continue the meeting to 9:30 p.m.

Councilor Maldonado left the meeting.

Council President Hensley spoke about legislative bills that affected the City. The Opioid Awareness Coalition had a Lunch and Learn event on March 12.

CITY ADMINISTRATOR'S BUSINESS & STAFF REPORT: Randy Ealy, Interim City Administrator, reviewed the upcoming meetings calendar. The first round of Public Works Director interviews was tomorrow. He spoke to the Citizens Academy, Rotary, Kiwanis, and Metro Realtors. He discussed the Federal Congressional Earmark Package projects. The leadership team would do some volunteer work at the Adult Center. An internal hiring committee had been put together. There were local measures on the November ballot and staff was working through a franchise audit. He met with CAPRD and he was setting up a Charter Review meeting with Canby Utility. Canby Utility was installing an ED Charger by the movie theater. Phase 1 of the sewer bore was complete for Walnut Street. They sent a letter to terminate the Urban Renewal District to the County. He discussed recent comments received from citizens.

CITIZEN INPUT: None.

ACTION REVIEW:

1. Approved Consent Agenda.
2. Adopted Ordinances 1663 and 1664.
3. Approved Resolution 1452.

Mayor Hodson adjourned the meeting at 9:18 p.m.

Maya Benham, CMC
City Recorder

Brian Hodson
Mayor

Assisted with Preparation of Minutes – Susan Wood



CITY COUNCIL Staff Report

Meeting Date: 4/1/2026

To: The Honorable Mayor Hodson & City Council
Thru: Randy Ealy, Interim City Administrator
From: Todd Wood, Interim Public Works Director
Agenda Item: Consider **Ordinance No. 1665**: An Ordinance Authorizing the Interim City Administrator to Enter into a Purchase Agreement with SealMaster to Purchase New Asphalt Crack Sealer Equipment in the Amount of \$93,864.20. (*Second Reading*).
Goal: N/A
Objective: N/A

Summary

The City of Canby Public Works is requesting approval of an ordinance authorizing the Interim City Administrator to enter into a purchase agreement with SealMaster to purchase new asphalt crack sealer equipment in the amount of \$93,864.20.

Background

The City of Canby Public Works has relied on renting crack sealer equipment for the past years, but these machines are in high demand and require staff to join the waitlist at the beginning of the year to secure a two (2) week rental period. Missing this window means losing access to the equipment for the entire year causing a negative impact on productivity on filing cracks for the year.

The Public Works department is looking to increase our preventative maintenance capabilities and be able to fill cracks throughout the year through weather dependent as this machine can only be used in certain weather standards. Public Works staff have researched alternative rental options and determined that purchasing a crack sealer machine would be the most reliable and effective solution.

Discussion

The City of Canby is a growing city with expanding infrastructure. By crack sealing the serviceable life of the road is extended five (5) to ten (10) years saving costly reconstruction.

Attachments

Ordinance No. 1665

SealMaster Quote (State Purchasing Contract Purchasing process was followed; and two quotes were received)

Fiscal Impact

Fiscal Impact

Total cost for this new equipment is \$93,864.20. This purchase is included in FY26 budget: Street Fund/Capital/Equipment (Year to date: We have spent \$30,690.95 of the total \$350,000.00 budget for equipment.)

Options

1. Approve the purchase of a new crack sealer to achieve our goal in milage of road sealed per year.
2. Do not purchase and continue to rent yearly. In a demanding market, staff has found that availability is scarce with a limited window of use. Also, rental use can be limited due to weather dependent challenges.

Recommendation

Staff recommends executing the purchase agreement with SealMaster to purchase a new crack sealer.

Proposed Motion

"I move to adopt **Ordinance No. 1665**, An Ordinance Authorizing the Interim City Administrator to Enter into a Purchase Agreement with SealMaster to Purchase New Asphalt Crack Sealer Equipment in the Amount of \$93,864.20."

ORDINANCE NO. 1665

AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO ENTER INTO A PURCHASE AGREEMENT WITH SEALMASTER TO PURCHASE NEW ASPHALT CRACK SEALER EQUIPMENT IN THE AMOUNT OF \$93,864.20.

WHEREAS, the City of Canby Public Works currently does not have an asphalt crack sealer equipment;

WHEREAS, the City of Canby Public Works Department requires sealing of roadway surfaces as part of its mission to perform maintenance on City of Canby (City) streets and have been renting a crack sealer if available; and

WHEREAS, owning a crack sealer would provide for a more efficient and economical solution to maintain City streets which are part of the City of Canby Public Works preventative maintenance plan.

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

Section 1. The Interim City Administrator is hereby authorized on behalf of the City to enter into a purchase agreement with SealMaster to purchase a new Asphalt Crack Sealer.

Section 2. The effective date of this Ordinance shall be May 1, 2026.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, March 18, 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, April 1, 2026, commencing at the hour of 7:00 PM at the Council Chambers located at 222 NE 2nd Avenue, 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 1st day of April, 2026, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder



SealMaster Portland

P.O. Box 1847
 Redmond, OR 97756
 503.289.6696

Quote

Name / Address
City of Canby P.O. Box 930 Canby, OR 97013

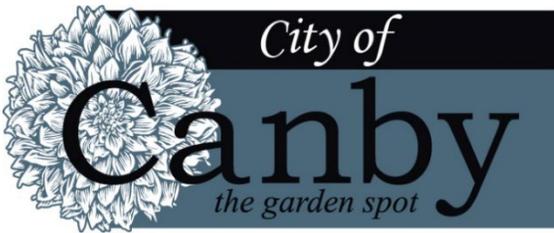
Ship To
City of Canby 1470 NE Territorial Rd. Canby, OR 97013

Date	Quote #	P.O. No.	Rep	FOB
3/8/2026	4086117		JC	Origin

Item	Description	Qty	U/M	Rate	Total
E2765HH Cr...	Crack Pro - TR260 DA (Advanced Air Model) - Heated Hose W/ Horn	1	ea	82,287.00	82,287.00
P74001	Upgrade to 23 ft. hose	1		900.00	900.00
	OPTIONS				
Misc Equipm...	Dual Material Loading Lid Option	1		800.00	800.00
P74000D231	ENGINE COVER-CP, 602 & 902 ENG	1		1,586.70	1,586.70
PE2685	Crack Pro Strobe/beacon light	1	ea	880.00	880.00
P50281B	Night work lights	1		925.00	925.00
Misc Equipm...	Overnight Heaters P50348	1		3,685.50	3,685.50
Freight Out E...	Freight	1		2,800.00	2,800.00
	Pricing Per SourceWell Contract 050625 TWK				

<i>We look forward to working with you!</i>	Total	\$93,864.20
---	--------------	--------------------

All quotes are valid for 5 days after the date above. All freight quotes are subject to change without notice; Exact freight pricing will be given when order is placed. A Service Charge of 1.5% per month will be charged on any invoice not paid within terms. Items returned must be preauthorized within 10 days of purchase and may be subject to a 20% restocking fee. ALL equipment orders and custom orders are non-returnable.



CITY COUNCIL Staff Report

Meeting Date: 4/1/2026

To: The Honorable Mayor Hodson & City Council
Thru: Randy Ealy, Interim City Administrator
From: Patrick Mahoney, WWTP Supervisor
Agenda Item: Consider **Ordinance No. 1666**: An Ordinance Approving Interim City Administrator to Enter an Agreement with Xylem Water Solutions USA to Purchase four RAW Influent Pumps in the Amount of \$93,602.00. (*First Reading*)

Summary

The current RAW Influent wastewater pumps at the plant are 25+ years old and have become increasingly difficult to maintain due to their age and availability of parts. These are critical for the treatment process as they move the incoming wastewater from a low point uphill into the rest of the treatment process where it continues through the plant on a gravity-fed path.

Background

The WWTP plant has three pump vaults with the ability to add a fourth to meet future needs. Currently, the fourth pump is kept as a reserve-backup for any maintenance needs that occur.

Attachments

Ordinance No. 1666
Xylem Water Solutions Quote

Fiscal Impact

Influent & Recycle Pump Replacement (Capital) - \$1.35 M

The overall capital for this project has barely been impacted so far. Working on quotes for the Recycle Pumps as well with a similar cost associated with their replacement.

Options

1. Approve Interim City Administrator to Enter into an Agreement with Xylem Water Solutions for \$93,602.00.
2. Deny Interim City Administrator to Enter into an Agreement with Xylem Water Solutions for \$93,602.00.

Recommendation

It is recommended by Staff to move forward with the purchase of four RAW Influent Pumps in the amount of \$93,602.00. and allowing Interim City Administrator to Enter into an Agreement.

Proposed Motion

"I move to approve **Ordinance No. 1666**: An Ordinance Approving Interim City Administrator to Enter an Agreement with Xylem Water Solutions USA to Purchase the four RAW Influent Pumps in the Amount of \$93,602.00. to a second reading on April 15, 2026."

ORDINANCE NO. 1666

AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH XYLEM WATER SOLUTIONS USA IN THE AMOUNT OF \$93,602 FOR THE PURCHASE OF FOUR INFLUENT PUMPS.

WHEREAS, the City of Canby informally advertised and received three (3) bid responses to an informal solicitation for the purchase of a influent pumps for the City’s wastewater treatment plant; and

WHEREAS, City of Canby staff selected Xylem Water Solutions USA as the bidder who best serves the City’s interests 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 Xylem Water Solutions USA in an amount not to exceed \$93,602 for the purchase of four influent pumps.

Section 2. The effective date of this Ordinance shall be May 15, 2026.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, April 1, 2026, ordered posted as required by the Canby City Charter; and scheduled for second reading on April 15, 2026, commencing at the hour of 7:00 PM in the Council Chambers located at 222 NE 2nd Avenue, 1st 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 15th day of April, 2026, by the following vote:

YEAS _____ NAYS _____

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder



**Xylem Water Solutions USA, Inc.
Flygt Products**

May 19, 2025

CITY OF CANBY
PO BOX 930
CANBY OR 97013-0930

9625 SW Tualatin Sherwood Road
Tualatin, Oregon 97062
Tel (503) 240-1980
Fax (503) 240-3445

Quote # 2025-POR-0186
Project Name: Canby, City of
Job Name: Influent 3153

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

NP3153-095

Qty	Description	Unit Price
4	Flygt Model NP-3153.095 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 20 HP 1750 RPM motor, 433 impeller, 1 x 50 Ft. length of SUBCAB 4G16+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 21,271.60
4	MINI-CASII/FUS 120/24VAC,24VDC	\$ 613.90
4	SOCKET,11-PIN BACK MOUNTING	\$ 101.50
Total Price		\$ 87,948.00
Freight Charge		\$ 5,654.00
Total Price		\$ 93,602.00

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

As of October 14, 2024, all orders must meet a minimum dollar value of \$1,200. Xylem reserves the right to refuse to process any order that does not meet the minimum order value requirement. Xylem will support order adjustments to meet the minimum order value threshold.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.





Tariff Changes:

The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.

Shortages:

Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of payment: 100% N30 after invoice date.

Validity: This Quote is valid for ninety (30) days.

Terms of Delivery: PP/Add Order Position

Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Dave Olson
Sales Representative
Phone: 503-290-2175
Cell: 503-789-7330
david.olson2@xylem.com
Fax: 503-240-3445



Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2025-POR-0186
Customer Name: CITY OF CANBY
Job Name: Influent 3153
Total Amount: \$ 87,948.00
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____





CITY COUNCIL Staff Report

Meeting Date: 4/1/2026

To: The Honorable Mayor Hodson & City Council
Thru: Randy Ealy, Interim City Administrator
From: Don Hardy, Planning Director
Agenda Item: Consider **Ordinance No. 1667**: An Ordinance Authorizing the Interim City Administrator to Enter into a Contract Amending the Contract Adopting for the Urban Growth Boundary, Final System Development Charge Methodology and Adoption Hearings and Commencing the Canby Code Audit 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 to FY26 with the 3J Consulting services to include the final system development charge adoption and commencing the Canby code audit. This work is being combined with the Department of Land Conservation and Development (DLCD) grant funding that will cover the urban growth boundary and part of the code audit.

The FY 25/26 Planning Department budget accounted for the \$66,000 amendment as professional/technical services in the approved Canby budget. This is being added to with DLCD funding of \$35,000 through a grant approved on March 10, 2026.

The total contract value is \$101,000. The contract amendment is for continued related work anticipated as anticipated in 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 awarded the work to 3J Consulting and issued separate contracts for contemplated related work in the original RFP, FY 22/23 totaling \$177,576, for FY 23/24 totaling \$523,068, for FY 24/25 totaling \$228,938, and for FY 25/26 totaling \$82,140.

The attached scope of work provides the details of the work for the \$101,000 contract amendment, Exhibit A, Rev. 1.

Also attached is the DLCD grant, and noting that out of the total \$75,000 grant, \$35,000 will used for this contract amendment, and \$40,000 will pay Canby for already prior scoped and contracted urban growth boundary expansion work.

Attachments

Ordinance No. 1667

Canby Comprehensive Plan and Transportation System Plan Updates, 3J Consulting Contract Amendment, Exhibit A, Rev. 1.

March 10, 2026, DLCD Housing Planning Assistance Grant Agreement

Fiscal Impact

The total FY 25/26 budget is \$66,000, accounted for in the Planning Department approved Canby budget as professional/technical services. The remaining \$35,000 will be provided by the DLCD grant.

Options

Approve or Deny the budget request.

Proposed Motion

“I move to approve **Ordinance No. 1667**, An Ordinance Authorizing the Interim City Administrator to Enter into a Contract Adopting for the Comprehensive Plan and Transportation System Plan Updates to a second reading on April 15, 2026.”

ORDINANCE NO. 1667

AN ORDINANCE ADOPTING FOR THE COMPREHENSIVE PLAN, TRANSPORTATION SYSTEM PLAN AND URBAN GROWTH BOUNDARY SCOPE OF WORK AND BUDGET FOR FY 25/26.

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 FY25/26 totaling \$82,140, and continued work based on the RFP tasks is needed in FY 25/26 and 26/27; 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 contract amendment approval totaling \$101,000 for comprehensive plan, transportation system plan and urban growth boundary expansion work as described in Exhibit A, Rev. 1.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, April 1, 2026 ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, August 15, 2026, commencing at the hour of 7:00 PM in the Council Chambers located at 222 NE 2nd Avenue, 1st Floor Canby, Oregon.

Maya Benham
City Recorder

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

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Maya Benham
City Recorder

Canby Comprehensive Plan and Transportation System Plan Updates

3J Consulting Contract Amendment

Exhibit A, Rev. 1,

Scope of Work – March 9, 2026

Project Goals and Objectives

The goal of the Canby UGB project is to amend the City’s urban growth boundary to address the employment land need identified in the 2023 Canby Economic Opportunity Analysis (EOA), and housing land need identified in the 2024 Canby Housing Needs Analysis (HNA). The project will also begin the process of implementing strategies to enhance housing production, affordability, and choice. Project objectives include:

- Refine the Goal 14 Boundary Location Analysis to account for needed park land
- Propose a UGB amendment to accommodate housing, parks, and employment needs
- Summarize considerations for priority lands for urbanization not included in the UGB expansion
- Engage the community and agencies to review the proposed UGB amendment through:
 - Project Advisory Committee meeting
 - Technical Advisory Committee meeting
 - Study area property owners listening session
 - Public meeting
 - Planning Commission and City Council briefings
 - Clackamas County coordination meetings
- Facilitate UGB amendment adoption through work sessions and hearings with Canby Planning Commission, Canby City Council, and Clackamas County Board of Commissioners
- Conduct a residential code audit, including tracking recent legislation and a summary of code update priorities and recommendations

Task 1 – Project Management (November 2025 – June 2026)

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.

1.2 Project Schedule

Consultant will maintain the project schedule showing the duration of work tasks and subtasks needed to complete the Project. Consultant will prepare a simple graphic milestone-oriented schedule for the project. Consultant will coordinate the schedule with the consultant team.

1.3 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.

1.4 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.

Task 1 Deliverables

- Maintain Basecamp project management site
- Update graphic project schedule
- PM meetings and summaries
- Email correspondence and phone calls
- Monthly invoices and detailed progress reports

Task 2 – Community Engagement (January – March 2026)

2.1 Project Advisory Committee (PAC) meeting #6

The Consultant will prepare for, facilitate, and summarize PAC meeting #6 to gather feedback on the proposed UGB expansion area to accommodate needed housing, employment, and parks. The PAC meetings will use a hybrid in-person/online meeting platform to encourage participation.

2.2 Technical Advisory Committee (TAC) meeting #5

The Consultant will prepare for, facilitate, and summarize TAC meeting #5 to gather feedback on the UGB location analysis and proposed UGB expansion area to accommodate needed housing, employment, and parks.

This task includes up to two (2) additional meetings with Clackamas County staff to coordinate the County adoption process and time for phone and email correspondence.

2.3 Planning Commission and City Council Updates

Consultant will support City staff for approximately one briefing to the City Planning Commission and one briefing to City Councilors. Consultant will support City staff for two work sessions with the City Planning Commission and two work sessions with City Councilors.

2.4 Listening Session

The consultant will prepare for and facilitate a listening session with UGB expansion study area residents to explain the UGB location analysis findings and proposed UGB expansion.

2.5 Canby Community Summit #6

Canby Community Summit #6 will gather feedback on the UGB location analysis and proposed UGB expansion to accommodate needed housing, employment, and parks. Consultant will work with City staff to determine the most appropriate format and approach for the summit, identify needed meeting materials and staffing assumptions, and agree on notification/publicity efforts, consistent with the Engagement Plan. City staff will make logistical arrangements, implement the notification plan and assist in staffing meetings, as needed. Consultant will work with the City to identify a local Spanish interpretation service to be provided at community open houses. Consultant also will work with City to address other accessibility issues, including those related to people with physical disabilities, visual or hearing impairments, or other issues. Consultant will acquire a Spanish translator as needed for the four open houses.

2.6 Online Survey

Consultant will plan for, organize and administer a community survey for people who are unable to participate in the Summit. The survey will provide a similar opportunity to comment on the proposed UGB expansion.

Task 2 Deliverables

- PAC meeting #6 materials and summary
- TAC meeting #5 materials and summary
- Two (2) coordination meetings with Clackamas County staff
- Presentation for briefings (2)
- Listening session materials and summary
- Summit #6 materials and summary
- Online survey

Task 3 – UGB Evaluation and Amendment (April – June 2026)

3.1 UGB Expansion Areas Evaluation and Recommendation

Update the existing Goal 14 Boundary Location Analysis to include land for needed parks and incorporate guidance from DLCDC. Identify and evaluate potential areas where the UGB could be expanded. This process will be coordinated with Clackamas County and State Agency staff, including the Oregon Departments of Land Conservation and Development and Transportation. Consultant will submit draft findings to County and State partners through the TAC process for an informal review in advance of the formal adoption process. The evaluation will include the following steps:

- Analyze potential expansion areas outside the City’s existing UGB consistent with OAR [660-024-0065](#).
- Prioritize land in the Study Area consistent with OAR 660-024-0067.
- Evaluate Land in the Study Area for inclusion into the UGB, through application of Goal 14 Factors.
- Select a proposed UGB expansion area based on results of the evaluation described above, as well as further coordination with staff and decision-makers, and community members.

Consultant will work with staff to prepare UGB expansion alternatives based on results of the Goal 14 analysis. Consultant will present the Goal 14 analysis and proposed expansion to the community as described in Task 2. Consultant will participate in one City Council work session to present feedback from public and agency reviewers and review the alternatives and receive guidance on a preferred UGB expansion recommendation. Consultant will prepare a UGB recommendation based on feedback from the PAC, TAC, public, Planning Commission and City Council.

The UGB expansion report will also summarize options for the City to consider regarding future actions to support the Canby’s urbanization goals for land that will not be included in this UGB expansion.

3.2 Adoption Materials and Findings

Consultant will prepare materials needed for adoption of a UGB amendment, including memoranda and reports summarizing earlier tasks and findings of compliance and consistency with all applicable City, County and State policies, administrative rules (OARs) and statutes (ORS provisions). The Consultant and Canby staff will prepare a Sequential UGB Review Process Notice and submit it to Clackamas County and DLCDC for approval.

3.3 Canby Planning Commission and City Council Work Sessions and Hearings

To adopt the proposed Canby UGB amendment, Consultant will prepare for and participate in one work session and one hearing with the Canby Planning Commission and one work session and two hearings with Canby City

Council. City staff will make all logistical arrangements for these hearings, including providing public notice and submitting required notice to state agencies.

3.4 Clackamas County Work Session and Hearing

To facilitate Clackamas County adoption, Consultant will prepare for and participate in one work session and one hearing with the Clackamas County Board of Commissioners.

Task 3 Deliverables

- Goal 14 analysis and UGB expansion recommendation
- UGB amendment adoption materials
- 1 Planning Commission work sessions
- 2 City Council work sessions
- 1 Planning Commission hearing
- 2 City Council hearings
- 1 Clackamas County Board of Commissioners work session
- 1 Clackamas County Board of Commissioners hearing

Task 4 – Planning and Zoning Code Audit Phase 1

4.1 Project Management

Project Administration

Consultant will provide management, coordination and direction to the project team for completing the project on time and on budget. This task includes aiding in the day-to-day management and decision-making for the project. Consultant will track project costs and budgets monthly. Consultant will maintain project files and documentation related to the project. Consultant will coordinate with the City via email, telephone and online meeting communication as needed to facilitate project administration.

Project Schedule

Consultant will prepare and submit a project schedule to the City following the notice-to-proceed. The schedule will show all major tasks and milestones for the project. Consultant will coordinate the schedule with the project team.

Project Management Team (PMT) Meetings

The Consultant will conduct four (4) project progress meetings with the City and project team to review the budget, status of tasks, project schedule, upcoming work, issues that need to be resolved and specific task assignments. Consultant will prepare a brief agenda and summary notes for each PMT meeting.

Department of Land Conservation and Development (DLCD) Consultation

The Consultant will support the city in up to two (2) meetings with regional representatives of DLCD to seek feedback on potential code changes identified during project work.

Task 4.1 Assumptions

- One revision to the project schedule is assumed following client review.
- Four (4) meetings are assumed to be virtual and one (1) hour in duration.
- The client will complete all grant administration tasks.

Task 4.1 Deliverables

- Monthly invoices
- PMT meeting agendas and summary notes
- Draft and final project schedule

4.2 Community Engagement

Community Participation Plan

Consultant will prepare a Community Participation Plan (CPP) to direct all engagement activities for the initial code audit. The CPP will incorporate elements of the Equitable Engagement Toolkit to develop a program that is inclusive, transparent and effective. The Consultant will host an engagement-focused project kick-off meeting with the City to discuss the CPP. The CPP will contain:

- Information on the project, including goals and intended outcomes.
- Identification and classification of project stakeholders (public, government, regulatory and resource agencies, advocacy groups, youth, disadvantaged populations, and others).
- Engagement schedule
- An outline of communication and engagement strategies such as:
 - Public meetings
 - Website, email and social media
 - Newsletters and postcards
 - Coordination with community-based organizations

Stakeholder Interviews

Consultant will conduct up to eight (8) interviews with key stakeholders to identify specific challenges and issues within the Planning and Zoning Code and to identify viable solutions. Consultant will develop a list of questions to facilitate interviews. Interviewees will likely include City staff, local developers, realtors, affordable housing advocates, and advocates for priority populations. Consultant will prepare a brief memorandum summarizing stakeholder engagement efforts and will document feedback received from interviewees.

Planning Commission and City Council Briefing #1

Consultant will support City staff at one (1) briefing to be given to the City Planning Commission and City Council. Effort includes preparation of a PowerPoint presentation and virtual attendance at the meetings. Briefing #1 will cover the purpose and goals of the project and solicit feedback from the PC and CC regarding the existing code. One (1) PowerPoint presentation will be prepared for Briefing #1 and will be used for both the PC and CC meetings.

Planning Commission and City Council Briefing #2

Consultant will support City staff at one (1) briefing to be given to the City Planning Commission and City Council. Effort includes preparation of a PowerPoint presentation and virtual attendance at the meetings. Briefing #2 will provide an overview of stakeholder interview feedback and present preliminary findings of the code audit. One (1) PowerPoint presentation will be prepared for each briefing and will be used for both the PC and CC meetings.

Task 4.2 Assumptions

- One round of review/revision by the client is assumed for all deliverables.
- The Community Participation Plan (CPP) does not require review/approval by City Council or Planning Commission.
- Meetings are assumed to be virtual and one (1) hour in duration.

- Stakeholder interviews are assumed to be conducted by phone or video conference and are not more than one (1) hour in duration.
- The client will schedule the briefings with the Planning Commission and City Council.
- The client will facilitate and manage any online content to be hosted on the City’s website.

Task 4.2 Deliverables

- Draft and final Community Participation Plan
- Draft and final stakeholder interview questions.
- Draft and final stakeholder engagement summary memorandum.
- Planning Commission and City Council meeting #1 presentation (Microsoft PowerPoint format)
- Planning Commission and City Council meeting #2 presentation (Microsoft PowerPoint format)

4.3 Code Audit

Preliminary Code Audit

With direction from DLCDC, the City, and stakeholder interviews, the consultant will conduct a preliminary audit of the Planning and Zoning Code. The code audit will include review of background materials including the Canby Housing Production Strategy and the Canby Housing Needs Analysis. The code audit will address the following:

- Updates to comply with state law and DLCDC guidance including:
 - Senate Bill (SB) 1051 (2017)
 - Accessory Dwelling Units
 - Clear and objective standards
 - Optional discretionary pathways
 - House Bill (HB) 2001 (2019) Middle Housing for “medium cities”
 - HB 2008 (2021)
 - Expedited affordable housing review
 - Affordable housing siting
 - SB 8 (2021) Affordable housing permitting
 - HB 4064 (2022) Manufactured Homes and Manufactured Home Parks
 - Manufactured Home Subdivisions (ORS 92.835 - 92.845)
 - Residential Homes and Residential Facilities (ORS 197.660 - 197.670)
 - SB 458 (2021) Middle housing land divisions
 - SB 1537 (2024) Emergency housing stabilization and production package
 - Updates to application processing
- Identify code updates needed to implement elements of the adopted Canby Housing Production Strategy including:
 - Strategy B: Allow cottage clusters in residential zones
 - Strategy C: Identify opportunities to streamline planned unit developments (PUD)
 - Strategy G: Reduce minimum lot size for townhomes
 - Strategy H: Increase building heights for middle and multifamily housing

The audit will be organized into a spreadsheet or matrix and delivered to the client for review. Efforts to revise the code audit spreadsheet in response to client comments will occur in Phase 2, Task 6.

Tracking Rulemaking for 2025 Housing Legislation

In 2025, the Oregon legislature passed HB 2258 Oregon Homes and HB 2138 Middle Housing Refinements, however, rulemaking is still in progress. The Consultant will monitor rulemaking efforts by DLCDC which can be used to inform future audit and code revision efforts once rulemaking is finalized. Consultant will spend up to

eight (8) hours during the project reviewing materials or attending sessions offered by DLCDC regarding implementation of these house bills. Consultant will provide up to two (2) updates to the client via email.

Task 4.3 Assumptions

- Consultant will review the adopted Canby Housing Production Strategy report.
- No code revisions will be prepared in this project phase.
- Meetings are assumed to be virtual and one (1) hour in duration.

Task 4.3 Deliverables

- Draft Planning and Zoning Code Audit Spreadsheet
- Email summary of rulemaking tracking for HB 2258 and 2138

Task 4.4 – Phase 2 Code Audit

Preliminary Code Audit Refinement

Following client review of the Planning and Zoning Code Audit spreadsheet developed under Task 3.1, consultant will revise the spreadsheet.

Code Update Prioritization and Recommendations Memorandum

Following a review of the preliminary code audit by City staff, City Planning Commission and City Council Briefing #2, the Consultant will meet with City staff to discuss feedback on the code audit and establish criteria for prioritization of future code work. The Consultant will prepare a brief memorandum which outlines recommendations and prioritization of code updates for a future effort.

Task 4.4 Assumptions

- No code revisions will be prepared in this project phase.
- Meetings are assumed to be virtual and one (1) hour in duration.

Task 4.4 Deliverables

- Final Planning and Zoning Code Audit Spreadsheet
- Planning and Zoning Code Update Prioritization and Recommendations Memorandum

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.
- 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.

Budget

Task	TOTAL
1. Project Management	\$5,000
2. Community Engagement	\$5,000
3. UGB Evaluation and Amendment	\$5,000
4. Planning and Zoning Code Audit	\$76,000
5. Short-Term Action Planning	\$10,000
TOTAL	\$101,000

**OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
HOUSING PLANNING ASSISTANCE
GRANT AGREEMENT**

Project Name: Urban Growth Boundary Expansion for City of Canby

Grant Number: HA-27-017

This Grant (“Grant”), dated as of the date the Grant is fully executed, is made by the State of Oregon, acting by and through its Department of Land Conservation and Development (“DLCD”), and City of Canby (“Recipient” or “Grantee”) for the project referred to above and described in Exhibit A (“Project”). This Grant becomes effective only when fully signed and approved as required by applicable law (“Effective Date”).

This Grant includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	Contact Information and Project Description
Exhibit B	Project Budget
Exhibit C	Project Requirements
Exhibit D	Geographic Information System and Data File Requirements

SECTION 1 - LEGAL BASIS FOR AWARD; PURPOSE

Pursuant to Oregon Revised Statutes (“ORS”) 197A.030, DLCD is authorized to provide grants to local governments to enable them to implement the provisions of ORS chapter 197A. Pursuant to ORS 197.045 and Senate Bill (“SB”) 1537 (2024), Oregon Laws 2024, Chapter 110, DLCD’s Housing Accountability and Production Office (“HAPO”) is authorized to award grants and enter into grant agreements to assist local governments to enable them to comply with housing laws; reduce permitting and land use barriers to housing production; and support reliable and effective implementation of local procedures and standards relating to the approval of residential development projects. Under the applicable authority, DLCD is willing to make such a grant on the terms and conditions of this Grant. Accordingly, the parties agree as follows:

SECTION 2 - GRANT AWARD; DISBURSEMENT

- A. Grant Funds. In accordance with the terms and conditions of this Grant, DLCD shall provide Recipient \$75,000 (the “Grant Funds”).
- B. Disbursement of Grant Funds. Subject to Section 2.C, DLCD shall disburse the Grant Funds to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request on a DLCD-provided or DLCD-approved disbursement request form. DLCD will disburse the Grant Funds to Recipient as follows:
 - (1) Up to seventy-five percent (75%) of the Grant Funds will be promptly disbursed to Recipient upon DLCD’s acceptance of the Project status report that must be provided by Recipient to DLCD no later than September 1, 2026, as described in Exhibit C.

- (2) Reimbursement of up to the balance of Grant Funds upon completion of the Project and DLCD’s acceptance of the Project closeout report described in Exhibit C. Recipient must submit the final disbursement request no later than July 10, 2027.

C. Conditions Precedent to Disbursement. DLCD’s obligation to any disbursement of Grant Funds to Recipient is subject to each of the following conditions being satisfied:

- (1) DLCD (a) has received a completed disbursement request, (b) has received written evidence of materials and labor furnished to or work performed upon the Project, including itemized receipts or invoices for payment, and releases, satisfactions, or other signed statements or forms as DLCD may require, (c) is satisfied that all items listed in the disbursement request are reasonable, and (d) has determined that the disbursement is only for costs defined as eligible costs under this Grant.
- (2) The representations and warranties made in this Grant are true and correct on the date of disbursement as if made on such date.
- (3) DLCD has sufficient funds currently available and authorized for expenditure to finance the costs of this Grant. Notwithstanding the preceding sentence, payment of funds by DLCD is contingent on DLCD receiving appropriations, limitations, allotments, or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make payments in accordance with the terms of this Grant, and notwithstanding anything in this Grant, occurrence of such contingency does not constitute a default. Upon occurrence of such contingency, DLCD has no further obligation to disburse funds to Recipient.
- (4) All other conditions precedent under this Grant are met.
- (5) There is no Event of Default by Recipient.

SECTION 3 - USE OF GRANT

- A. Eligible Use. Recipient’s use of the Grant Funds is limited to those expenses that are both reasonable and necessary to complete the activities described in Exhibit A (“Project Description”) and Exhibit B (“Project Budget”).
- B. Ineligible Use. Recipient shall not use the Grant Funds to retire any debt or to lobby, influence, or attempt to influence, any federal, state, or local government official. Any notice issued by Recipient that is eligible for reimbursement under ORS 227.186 – Notice to city property owners, or ORS 215.503 – Notice to county property owners for costs incurred for Measure 56, is not eligible for reimbursement under this Grant.
- C. Misexpended or Unexpended Grant Funds. Any Grant Funds disbursed to Recipient, or any interest earned by Recipient on the Grant Funds, that is not used according to this Grant or that remain after the Project is completed or this Grant is terminated shall be immediately returned to DLCD, unless otherwise directed by DLCD in writing.

SECTION 4 - RECIPIENT’S REPRESENTATIONS AND WARRANTIES

- A. Existence and Power. Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient represents and warrants to DLCD that Recipient has full power, authority, and legal right to enter into and agree to the terms of this Grant and to incur and perform its obligations under this Grant.

- B. Authority, No Contravention. The making and performance by Recipient of this Grant (a) have been duly authorized by all necessary action of Recipient; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of its organizational documents; and (c) do not and will not result in the breach of, or constitute a default or require any consent, under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected.
- C. Binding Obligation. This Grant has been duly executed and delivered by Recipient and when duly executed and delivered by DLCD, constitutes legal, valid, and binding obligations of Recipient, enforceable in accordance with its terms, subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.
- D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Recipient of this Grant.
- E. Misleading Statements. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, in this Grant or any document submitted by or on behalf of the Recipient to DLCD. The information contained in this Grant is true and accurate in all respects.
- F. Compliance with Tax Laws. Recipient is not in violation of any Oregon tax laws, including but not limited to a state tax imposed by ORS 320.005 to ORS 320.150 and ORS 403.200 to ORS 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, and 323 and local taxes administered by the Department of Revenue under ORS 305.620.

SECTION 5 - COVENANTS OF RECIPIENT

- A. Project Completion Deadline. Recipient shall complete the Project by June 19, 2027 (“Project Completion Deadline”), unless the total amount of the Grant Funds is not available because one or more of the conditions in Section 2.C(1) to (3) are not satisfied. Recipient shall complete the Project and use its own fiscal resources or money from other sources to pay for any costs of the Project in excess of the total amount of financial assistance provided pursuant to this Grant.
- B. Compliance with Laws. Recipient shall comply with the requirements of any and all applicable federal and state laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- C. Notice of Adverse Change. Recipient shall promptly notify DLCD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient, or the Project related to the ability of Recipient to perform all obligations required by this Grant.
- D. Notice of Event of Default. Recipient shall give DLCD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely. Failure to provide notice may itself be construed as an Event of Default.
- E. Records and Inspection. Recipient shall keep proper books of account and records on all activities associated with this Grant and the Project. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain and keep accessible the books of account and records until the later of six years after the date set forth in Section 5.A or the date that all disputes, if any, arising under this Grant have been resolved.

Recipient will permit DLCD, the Secretary of State of the State of Oregon, and their duly authorized representatives to inspect its properties, all work done, labor performed, and materials furnished in and about the Project, and to review and make excerpts, transcripts, and copies of its books of account and records with respect to the receipt and disbursement of funds received from DLCD. Access to these books of account and records is not limited to the required retention period. The authorized representatives shall have access to records at any reasonable time for as long as the records are maintained.

SECTION 6 - TERMINATION AND EVENTS OF DEFAULT; REMEDIES

- A. Mutual Termination. This Grant may be terminated by mutual consent of both parties.
- B. Termination by DLCD. DLCD may terminate this Grant upon written notice to Recipient under any of the following occurrences:
 - (1) DLCD fails to receive sufficient appropriations or other expenditure authorizations to allow DLCD, in the reasonable exercise of its administrative discretion, to continue making payments under this Grant,
 - (2) There are not sufficient funds in the Fund, as determined by DLCD in the reasonable exercise of its administrative discretion, to permit DLCD to continue making payments under this Grant, or
 - (3) There is a change in federal or state laws, rules, regulations, or guidelines so that the Project funded by this Grant is no longer eligible for funding.
- C. Events of Default. Recipient shall be in default under this Grant upon the occurrence of any of the following events (“Events of Default”):
 - (1) Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations pertaining to this Grant, and such failure is not cured within fifteen days of written notice to Recipient from DLCD or a period of longer time established by DLCD in its notice; or
 - (2) Any representation, warranty, or statement made to DLCD by or on behalf of Recipient pertaining to this Grant or in any document or report provided by or on behalf of Recipient and relied upon by DLCD to measure progress, performance, or the expenditure of Grant Funds is untrue in any material respect when made; or
 - (3) Recipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself, or of all or any substantial part of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), (v) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vi) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), or (vii) takes any action for the purpose of effecting any of the foregoing; or
 - (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (ii) the appointment of a trustee, receiver,

custodian, liquidator, or the like, of Recipient or of all or any substantial part of its assets, or (iii) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Recipient is entered in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect).

D. Remedies Upon Default. Upon the occurrence of any Event of Default, DLCD may pursue any remedies available under this Grant, at law or in equity. Such remedies include, but are not limited to, termination of DLCD’s obligation to make the Grant or any further disbursement under this Grant, return of all or a portion of the Grant Funds, payment of interest earned on the Grant Funds, and declaration of ineligibility for the receipt of future funds from DLCD. If, as a result of an Event of Default, DLCD demands return of all or a portion of the Grant Funds or payment of interest earned on the Grant Funds, Recipient shall pay the amount upon DLCD’s demand. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

SECTION 7 - MISCELLANEOUS

A. No Implied Waiver. The failure of DLCD to exercise, or any delay by DLCD in exercising, any right, power, or privilege under this Grant shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Grant preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. Any waiver or consent, if made, will be effective only if in writing signed by the party against whom such waiver or consent is sought to be enforced and is effective only in the specific instance and for the specific purpose given.

B. Choice of Law; Designation of Forum; Federal Forum.

- (1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Grant, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- (2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Grant shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- (3) Notwithstanding Section 7.B(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon’s sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section does not act as a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- C. Formal Notices. Except as otherwise expressly provided in this Grant, any formal notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or DLCD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any formal notice by personal delivery will be deemed effective when actually delivered to the addressee. Any formal notice so addressed and mailed will be deemed to be received and effective five days after mailing. Any communication or notice given by email becomes effective 1) upon the sender’s receipt of confirmation generated by the recipient’s email system that the notice has been received by the recipient’s email system or 2) the recipient’s confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to DLCD: Ethan Stuckmayer, Housing Division Manager
ethan.stuckmayer@dlcd.oregon.gov
Oregon Department of Land Conservation and Development
635 Capitol Street NE Suite 150
Salem, OR 97301-2540

If to Recipient: Don Hardy, Planning Director
hardyd@canbyoregon.gov
City of Canby
222 NE 2nd Ave.
Canby, OR 97013

- D. Amendments. Except as otherwise explicitly provided in Exhibit B, this Grant may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Successors and Assigns; No Third Party Beneficiary. This Grant shall be binding upon and inure to the benefit of DLCD, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of DLCD. DLCD and Recipient are the only parties to this Grant and are the only parties entitled to enforce the terms of this Grant. Nothing in this Grant gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Grant.
- F. Entire Agreement. This Grant, including any exhibits, schedules, and attachments, which are by this reference incorporated herein, constitutes the entire agreement between the parties on the subject matter hereof. There are no other understandings, agreements, or representations, oral or written, regarding this Grant.
- G. Contributory Liability and Contractor Indemnification.
 - (1) If any third party makes any claim or brings any action, suit, or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a party (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing.

The foregoing provisions are conditions precedent for either party's liability to the other in regard to the Third Party Claim.

If the claims against the parties allege joint liability by the parties, the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative liabilities. The relative liabilities of the parties shall be determined by reference to, among other things, the evidence indicating the extent of the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Grant.

- (2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save, and hold harmless the State of Oregon and its officers, employees, and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the claims, actions, liabilities, damages, losses, or expenses arising from any and all negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees, or subcontractors of the contractor (collectively, "Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Recipient's contractors or any of the officers, agents, employees, or subcontractors of the contractor from and against any and all Claims. This Section shall survive termination of this Grant.

- H. Survival. All provisions of this Grant intended by their terms to survive termination and the following sections shall survive termination of this Grant: Section 3.C, Section 5.E, Section 6.D, Section 7.G, this Section 7.H, and Section 7.K.
- I. Severability. If any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Grant did not contain the particular term or provision held to be invalid.
- J. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent parties and neither party hereto shall be deemed an agent, partner, joint venturer, or related entity of the other by reason of this Grant.
- K. Attorney Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Grant will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership, or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to DLCD by its attorneys.
- L. Counterparts. This Grant may be executed in more than one counterpart, which, when taken together, will constitute one and the same instrument, and either party may execute this Grant by signing any such counterpart.
- M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to "aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned

businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses....” DLCDC encourages Recipient, in its Grant activities, to follow good faith efforts described in ORS 200.045. The Governor’s Policy Advisor for Economic and Business Equity provides additional resources and the Certification Office for Business Inclusion and Diversity through the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: [Certified Vendor Directory](#).

N. Non-Exclusive License. The following terms have the meanings set forth below:

- (1) “Recipient Intellectual Property” means any intellectual property owned by Recipient and developed independently from the Project.
- (2) “Third Party Intellectual Property” means any intellectual property owned by parties other than DLCDC or Recipient.
- (3) “Product(s)” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Recipient is required to deliver to DLCDC or create pursuant to the Project and this Grant, including but not limited to any Product(s) described in Exhibit A.

Recipient hereby grants to DLCDC, under Recipient Intellectual Property and under intellectual property created by Recipient pursuant to the Project, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Product(s) for governmental purposes, and to authorize others to do the same on DLCDC’s behalf. If a Product(s) created by Recipient pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Recipient shall secure on DLCDC’s behalf and in the name of DLCDC an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the pre-existing elements of the Third Party Intellectual Property employed in the Product(s), and to authorize others to do the same on DLCDC’s behalf. If a Product(s) is Third Party Intellectual Property, Recipient shall secure on DLCDC’s behalf and in the name of DLCDC, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the Third Party Intellectual Property, and to authorize others to do the same on DLCDC’s behalf.

- O. Promotional Use of Recipient Information. Recipient agrees that DLCDC may use Recipient and information provided to DLCDC by Recipient in the promotion of State’s programs and services. The following typifies, but does not limit, the information State may use in its promotion(s): business name, general description of the Project, total Project cost, amount of the award.
- P. Insurance; Workers’ Compensation. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. Employer’s liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its Recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

By signing below, the parties acknowledge they have read and understand this Grant and agree to be bound by its terms and conditions.

STATE OF OREGON
acting by and through its
Department of Land Conservation and
Development

CITY OF CANBY

Signed by:
By: Ethan Stuckmayer
Ethan Stuckmayer, Housing Division
Manager

Signed by:
By: Don Hardy
Don Hardy, Planning Director

Date: 3/10/2026

Date: 3/10/2026

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

EXHIBIT A – CONTACT INFORMATION; PROJECT DESCRIPTION

Urban Growth Boundary Expansion for City of Canby

Contact Information: Except as otherwise expressly provided in this Grant, parties may use the contact information set forth below, or to such other persons or addresses that either party may subsequently indicate in writing pursuant to this Section:

DLCD

Department of Land Conservation and Development
 635 Capitol Street NE, Suite 150
 Salem OR 97301-2540

Recipient/Grantee

City of Canby
 222 NE 2nd Ave.
 Canby, OR 97013

Grant Administrator: Karen Guillén-Chapman
 Title: UGB Specialist
 Telephone: 971-718-1586
 Email: karen.guillen-chapman@dlcd.oregon.gov

Contact: Don Hardy
 Title: Planning Director
 Telephone: 503-266-0775
 Email: hardyd@canbyoregon.gov

Background:

The purpose of this Project is to amend the Recipient’s Urban Growth Boundary (“UGB”) to address the employment land need identified in the 2023 Canby Economic Opportunity Analysis, and housing land need identified in the 2024 Canby Housing Needs Analysis. The Recipient also hopes to begin the process of implementing strategies to enhance housing production, affordability, and choice.

Project objectives include:

- Refine the Goal 14 Boundary Location Analysis to account for needed park land
- Propose a UGB amendment to accommodate housing, parks, and employment needs
- Summarize considerations for priority lands for urbanization not included in the UGB expansion
- Engage the community and agencies to review the proposed UGB amendment
- Facilitate UGB amendment adoption through work sessions and hearings with Recipient’s Planning Commission, Recipient’s City Council, and Clackamas County Board of Commissioners
- Conduct a residential code audit, including tracking recent legislation and a summary of code update priorities and recommendations

Project Description:

Recipient will, with the assistance of a professional consultant, properly licensed or certified (if applicable), complete the following:

- Project Kickoff and Management
- Community Engagement
- UGB Evaluation and Amendment
- Planning and Zoning Code Audit

Grant Products:

Recipient will submit Grant Products to DLCD, including but not limited to the following:

- Summary of major tasks and action items for the Project – must be submitted to DLCD within 60 days of Grant Effective Date
- Proposed Project schedule – must submitted to DLCD within 60 days of Grant Effective Date
- Revised Goal 14 Boundary Location Analysis report
- Community engagement summary
- Proposed UGB amendment
- Final Canby UGB Expansion Report
- Planning and Zoning Code Audit Spreadsheet
- Planning and Zoning Code Update Prioritization and Recommendations Memorandum
- Email summary of rulemaking tracking for House Bill 2258 and 2138
- Presentation materials, staff reports, meeting notices, hearing notices, agendas, and notes or meeting minutes for all Project-related meetings

EXHIBIT B - PROJECT BUDGET

Line Items	DLCD Funds
Project Kickoff and Management	\$8,000
Community Engagement	\$18,000
UGB Evaluation and Amendment	\$29,000
Planning and Zoning Code Audit	\$20,000
Total Grant Funds	\$75,000

Any variance between budgeted line-item values within the total Grant Funds amount is subject to prior written approval (email acceptable) from the DLCD Grant Administrator, or successor.

EXHIBIT C – PROJECT REQUIREMENTS

Recipient shall comply with the following Project requirements, as applicable to their Project and outlined in further detail below:

A. Grant Products:

- (1) Provide all draft and final Grant Products, including any memos, reports, and maps produced by this Agreement in a digital media format to the DLCD Grant Administrator and housing.dlcd@dlcd.oregon.gov. The term “digital media” means a compact disc, digital video disc, USB flash drive, e mail, or FTP submittal authorized by DLCD.
- (2) Recipient shall follow Exhibit D - Geographic Information System and Data File Requirements if applicable to the Project and any Grant Products.
- (3) All reports, studies, and other documents produced under the Project must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD by bearing the following statement: “This project is funded by Oregon General Fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.”
- (4) A final draft Grant Product (e.g., ordinances, maps, websites, databases, supporting documents, and photographs) may be accepted for approval instead of an adopted Product when requested in writing and received by the DLCD Grant Administrator and to the DLCD Grant Administrator and housing.dlcd@dlcd.oregon.gov at least 60 days prior to Project Completion Deadline. The request will be reviewed and approved in writing by DLCD if substantial progress has been made toward adoption and adoption is scheduled to occur on or before the date that is 120 days after the Project Completion Deadline. Any final draft Grant Product shall be a hearings-ready draft approved by a resolution of the governing body and shall be accompanied by a report detailing why the product was not adopted and a timeframe for the future adoption of the product.
- (5) Post Acknowledgement Plan Amendments: Any applicable final Grant Products must also be separately submitted to DLCD using [Form 1, “Notice of Proposed Change”](#), at least 35 days before the first evidentiary hearing as set forth in ORS 197.610 and OAR 660-018-0020, OAR 660-018-0021, and OAR 660-018-0022. The products must be adopted by the governing body and submitted using [Form 2, “Notice of Adoption”](#) as set forth in ORS 197.615 and OAR 660-018-0040.

- B. Provide a legible copy of signed agreements or contracts between Recipient and any contractors hired to provide Project services to Recipient no later than three business days after both parties have signed the contract or agreement.
- C. Ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with any of the following activities: (1) the periodic review work programs and related tasks; (2) the transportation system plans being prepared pursuant to OAR 660 012-0000; (3) any post-acknowledgment plan and land use regulation amendments proposed by the Recipient.
- D. Commit to overall management of Grant Funds, Project activities, and reporting obligations to ensure compliance with Grant terms.
- E. Maintain regular correspondence with DLCD to discuss Project status, challenges, or potential changes to the Project, and to provide an opportunity for review of draft Grant Products.

- F. Provide notice to DLCD and any other applicable parties, of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Grant.
- G. Provide Project status reports to DLCD. Project status reports are due September 1, 2026, and March 1, 2027. Project status reports must be in the format provided by DLCD and completed in a manner determined to be acceptable by DLCD and must include the following:
- (1) Summary: A brief overview of the Project's progress, major achievements, and any significant changes or challenges encountered during the period.
 - (2) Progress on Objectives: Detailed updates on the progress toward each Project objective, specific activities completed, milestones achieved, and any deviations from the planned timeline and objectives.
 - (3) Challenges and Solutions: Description of any challenges or obstacles encountered and steps taken to overcome these challenges.
 - (4) Upcoming Activities: Outline of planned activities and objectives for the next reporting period, as well as adjustments to the timeline or Project plan, if necessary.
- H. Provide Project closeout report to DLCD no later than July 10, 2027. The Project closeout report must be in the format provided by DLCD and completed in a manner determined to be acceptable by DLCD, and must include the following:
- (1) Project Summary: A concise overview of the Project, including objectives, activities, engagement, and outcomes.
 - (2) Final Outcomes and Impact: Detailed description of the Project's achievements and its impact, including evaluation of how well the Project met its original goals and objectives.
 - (3) Compliance and Certification: Confirmation that all Grant terms and conditions were met.

EXHIBIT D – GEOGRAPHIC INFORMATION SYSTEM AND DATA FILE REQUIREMENTS

The Recipient shall follow the following requirements for all Geographic Information System (GIS) and data files related to the Project:

A. Format and Delivery:

- (1) Provide all data files created, revised, or updated under this Grant in widely used, open, non-proprietary formats whenever possible. For spatial GIS data, acceptable formats include ESRI-compatible file geodatabases, shapefiles, or feature classes. For non-spatial data, acceptable formats include CSV, Excel (XLSX), or JSON.
- (2) All files must be clearly labeled and organized in a logical folder structure. A summary document describing the content of the deliverables, the purpose of each dataset, source data (if applicable), field definitions, and any known data limitations or assumptions must accompany the data.
- (3) If the Recipient lacks GIS capability, spatial data files may be submitted as high-resolution digital maps (PDF) along with supporting data in tabular formats (e.g. Excel, CSV) with prior written approval from the DLCD Grant Manager.

B. Coordinate System for Spatial Data:

- (1) All spatial datasets must have a defined and consistent coordinate system. The projection may be determined by the Recipient but must be documented in both the dataset properties and metadata.

C. Data Quality and Standards:

- (1) Spatial data must be free of topological errors (e.g., overlaps, gaps, slivers) and maintain logical consistency in geometry and attributes.
- (2) All datasets (spatial and non-spatial) must include clear, complete, and consistent attribute fields. Field names should be intuitive and defined in accompanying documentation or metadata.
- (3) When applicable, domain values or code lists must be included or referenced.

D. Metadata:

- (1) Spatial datasets should include metadata compliant with the [Oregon GIS Metadata Standard](#).
- (2) Metadata must include, at a minimum: dataset title, abstract, spatial extent (if applicable), data creation date, responsible party, projection, and attribute descriptions.
- (3) Non-spatial datasets must include a data dictionary or documentation that defines all fields, units, and any codes or classifications used.

E. Ownership and Use:

- (1) DLCD may display, integrate, or distribute data files in internal systems, public data portals, or with partner agencies unless otherwise restricted by written agreement.
- (2) Recipient and their agents are not responsible for any use, interpretation, or redistribution of the data by DLCD once it has been submitted and accepted.



City Council Staff Report

Meeting Date: 4/1/2026

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 Work Session Part 8

Summary

As a follow up to the March 4 SDC work session, this work session will focus on the discussion and recommendation of the Parks and Recreation Advisory Committee for the 20-year parks list which the city council wanted to have before agreeing to the final 20-year parks project list.

Background

Staff met with Parks and Recreation Committee on March 17, 2026 and received their 20-year park list recommendation which reflects the Davis alternative created by city council on February 18 with the addition of the Ivy Ridge Neighborhood park improvement and the Walnut Street Off-Leash Dog Park.

Discussion

Staff would like to have council provide input on recommended directions for moving forward with the Davis alternative with the addition of the Ivy Ridge Neighborhood park improvement and the Walnut Street Off-Leash Dog Park.

Attachments

None, a short PowerPoint presentation will be provided to City Council on March 31.

Fiscal Impact

No fiscal impacts will occur

Options

City council can choose to move forward with the March 17, 2026, Parks and Recreation Advisory Committee 20-year project list or choose another option.

Recommendation

Staff is recommending the March 17, 2026, Parks and Recreation Advisory Committee 20-year project list which is shown below.

Proposed Motion

No motion is proposed and staff is requesting a city council recommendation for moving forward with discussion and providing support for the March 17 Parks and Recreation Advisory Committee recommended 20-year parks plan. This will permit staff and FCS Group to prepare the final SDC methodology which will then set the stage for a city council adoption hearing 60-days after the release of the methodology report.

March 17 Parks and Recreation Advisory Committee Option

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

ID #	Project Name	Park Category	Relative Priority*	Category	Acres (New)	Cost Est.	SDC Eligibility Share %	SDC Eligibility Share \$	Bathroom Stalls Added
1	Sports/Rec. Center Land Acquisition	Community Park	High	Athletic/Rec Center	32	\$20,000,000	40.9%	\$8,183,000	TBD
2	Aquatic Center (New)	Community Park	High	Aquatic/Rec Center	3	\$45,000,000	40.9%	\$18,412,000	TBD
3	Honda Pits Action Sports Park	Community Park	High	Park Development	8.87	\$2,000,000	40.9%	\$818,000	2
4	Athletic Complex/Rec Center	Community Park	High	Aquatic/Rec Center		\$20,000,000	40.9%	\$8,183,000	TBD
6	Wait Park Improvements	Community Park	High	Adding Facilities		\$5,000,000	40.9%	\$2,046,000	4
9	Community (River) Park Improvements	Community Park	Medium	Adding Facilities		\$2,000,000	40.9%	\$818,000	TBD
				Subtotal		\$94,000,000	40.9%	\$38,460,000	
12	Ivy Ridge Estates Neighborhood Park	Neighborhood Park	High	Park Development	1.5	\$2,000,000	100.0%	\$2,000,000	TBD
13	Walnut Street Off-Leash Dog Park	Neighborhood Park	High	Park Development	1.5	\$1,000,000	100.0%	\$1,000,000	2
				Subtotal		\$3,000,000	100.0%	\$3,000,000	
15	Logging Road Trail Improvements (in-City)	Natural Areas & O.S.	Medium	Land Acquisition	10	\$4,000,000	100.0%	\$4,000,000	
17	Redwood Landing Improvements	Natural Areas & O.S.	Medium	Adding Facilities		\$350,000	100.0%	\$350,000	
				Subtotal		\$4,350,000	100.0%	\$4,350,000	
18	Emerald Necklace ROW Acquisition	Trails	Medium	ROW Acquisition	20	\$2,000,000	46.1%	\$923,000	
				Subtotal		\$2,000,000	46.1%	\$923,000	
				TOTAL	76.87	\$103,350,000	45.2%	\$46,733,000	8

* relative priority reflects Canby Parks Committee input as of 3/17/2026.

Prior Alternative A from February 17 Parks and Recreation Advisory Committee Option

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

Canby DRAFT Parks Project List (Inside Future UGB), 2026 to 2046						Preliminary DRAFT Assumptions			
ID #	Project Name	Park Category	Relative Priority*	Category	Acres (New)	Cost Est.	SDC Eligibility Share %	SDC Eligibility Share \$	Bathroom Stalls Added
1	Athletic/Sports/Rec. Center	Community Park	High	Athletic/Rec. Center	47	\$76,400,000	36.6%	\$27,949,000	TBD
2	Aquatic Center (New)	Community Park	High	Aquatic/Rec Center	3	\$45,000,000	36.6%	\$16,462,000	TBD
3	Honda Pits Action Sports Park	Community Park	High	Park Development	8.87	\$2,000,000	36.6%	\$732,000	2
5	Maple Street Park	Community Park	High	Adding Facilities		\$900,000	36.6%	\$329,000	6
6	Wait Park Improvements	Community Park	High	Adding Facilities		\$2,000,000	36.6%	\$732,000	4
7	Other Aquatic Center Improvements	Community Park	High	Adding Facilities		\$1,250,000	36.6%	\$457,000	TBD
9	Community (River) Park Improvements	Community Park	Medium	Adding Facilities		\$2,000,000	36.6%	\$732,000	TBD
				Subtotal		\$129,550,000	36.6%	\$47,393,000	
12	Ivy Ridge Estates Neighborhood Park	Neighborhood Park	High	Park Development	1.5	\$1,000,000	100.0%	\$1,000,000	TBD
13	Walnut Street Off-Leash Dog Park	Neighborhood Park	High	Park Development	1.5	\$1,000,000	100.0%	\$1,000,000	2
				Subtotal		\$2,000,000	100.0%	\$2,000,000	
14	Molalla River Canby Utility Property	Natural Areas & O.S.	Medium	Land Acquisition	67	\$1,850,000	68.1%	\$1,261,000	
15	Logging Road Trail Improvements (in-City)	Natural Areas & O.S.	Medium	Land & Improvement	10	\$4,000,000	68.1%	\$2,726,000	
17	Redwood Landing Improvements	Natural Areas & O.S.	Medium	Adding Facilities		\$350,000	68.1%	\$239,000	
				Subtotal		\$6,200,000	68.1%	\$4,226,000	
18	Emerald Necklace ROW Acquisition	Trails	Medium	ROW Acquisition	20	\$8,000,000	29.7%	\$2,375,000	
				Subtotal		\$8,000,000	29.7%	\$2,375,000	
				TOTAL	158.9	\$145,750,000	38.4%	\$55,994,000	

* relative priority reflects Canby Parks Committee input as of 2/17/2026.



CITY COUNCIL Staff Report

Meeting Date: 4/1/2026
To: The Honorable Mayor Hodson & City Council
Thru: Randy Ealy, Interim City Administrator
From: Same as above
Agenda Item: Fats, Oils, and Grease (FOG)

A FOG (Fats, Oils, and Grease) program is a city initiative designed to prevent sanitary sewer overflows and pipe blockages caused by improper disposal of cooking grease, primarily from food service establishments (FSEs). The program requires businesses to install grease interceptors, maintain cleaning records, and follow best management practices, often enforced through inspections. To help offset the costs associated with maintaining the FOG Program, the city adopted a \$337.50 Annual FOG Program Fee into the 2026 Master Fee Schedule.

During development of the fee, Wastewater Treatment Plant Supervisor Monica Stone, calculated the fee as follows.

FOG Program annual hours per year	283.50 (5.5 hours per week)
Hourly Rate	\$75.00
Total Annual Costs	\$21,262.50
Total FSE	63
Total Fee per FSE	\$337.50 (\$21,262 / 63)

Is the fee equitable? All FSE pay the same without considering the amount of FOG each FSE creates. For example, McDonalds, Taco Bell, and Denny’s has the same fee as Cones, TNT Market, and Gwynns Coffee Shop. An equitable option may be to base the fee on the size of the grease removal device found at each location.

Full fee - \$337.50	Grease Interceptors 1,000 gallons or greater in size (16 FSE)
Half fee - \$168.75	Grease Interceptors 100-999 gallons in size (6 FSE)
Third fee - \$112.50	Grease Interceptors 1-99 gallons in size (41 FSE)

Tiered fees collected in this way would offset about half the annual costs associated with maintaining the FOG Program, \$11,025.00.

Should FSE comments be considered when developing the fee structure? During development of the current fee, FSE were not asked for comment.

Does the city wish to continue charging non-profits the fee? Five known non-profits; Christ the King, Zoar Lutheran, Canby Adult Center, Canby Center, Canby School District.