CITY COUNCIL Agenda

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

SEPTEMBER 2, 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 may 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@wfmcstudios.org

WORK SESSION – 5:30 PM

1. **CALL TO ORDER**

2. **URBAN GROWTH BOUNDARY EXPANSION** Pg. 1

3. **ADJOURNMENT**

REGULAR MEETING – 7:00 PM
(Will begin at 7:00 pm or After the Work Session ends)

1. **CALL TO ORDER**
   a. Invocation
   b. Pledge of Allegiance

2. **ROLL CALL**

3. **STAFF INTRODUCTIONS**
   a. Noelia Chihuaque-Cerriteno, Swim Program Coordinator

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 September 2, 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. NAMI (National Alliance on Mental Illness) Presentation

b. Canby Suicide Prevention Coalition Presentation

6. CONSENT AGENDA

a. Consider Approval of the July 22, 2026, City Council Meeting Minutes. Pg. 135

7. ORDINANCES & RESOLUTIONS

a. Calendar of Second Readings

1) Consider **Ordinance No. 1677:** An Ordinance Authorizing the Interim City Administrator to Enter into a Cooperative Improvement Agreement between the City of Canby and APEX in the Amount of $1,952,618.02 for the UV Disinfection UV Project. (*Second Reading*) Pg. 138

2) Consider **Ordinance No. 1678:** An Ordinance Authorizing the Interim City Administrator to Execute an Extension of the Contract with Summit Staff. (*Second Reading*) Pg. 158

3) Consider **Ordinance No. 1679:** An Ordinance Authorizing the Interim City Administrator to Enter into a Purchase Agreement with Owen Equipment in the Amount of $442,812.00 to Purchase a new Street Sweeper. (*Second Reading*) Pg. 164

4) Consider **Ordinance No. 1680:** An Ordinance Authorizing the City Administrator to Execute a Contract with Pacific Excavation, Inc. in the Amount of $1,011,230.00 for the HWY 99E & Walnut Intersection Project. (*Second Reading*) Pg. 212

b. Consider **Ordinance No. 1681:** An Ordinance Authorizing the City Administrator to Purchase One (1) Police vehicle for the Canby Police Department in the Amount of $54,665.49. (*First Reading*) Pg. 219

c. Consider **Ordinance No. 1682:** An Ordinance Authorizing the Interim City Administrator to execute Amendment No. 2 to the professional services agreement with Scott Edwards Architecture, LLP for the Canby Swim Center Remodel, increasing the current agreement by $57,700, maintaining a cumulative project limit of $249,999 for all SEA services, and extending the agreement through April 1, 2027. (*First Reading*) Pg. 224

d. Consider **Ordinance No. 1683:** An Ordinance Authorizing the Interim City Administrator to Execute a Construction Contract with In Line Commercial Construction, Inc., dba INLINE, for the Canby Swim Center Remodel in the Amount of $1,244,837.44, and Declaring An Emergency. (*First Reading*) Pg. 228

e. Consider **Ordinance No. 1684:** An Ordinance Authorizing the Mayor to Enter into an Amended Employment Contract with the Interim City Administrator. (*First Reading*) Pg. 250

8. OTHER BUSINESS

a. Regional Infrastructure Fund for Oregon’s Small Communities – Permission to Apply Pg.260

9. CITY ADMINISTRATOR’S BUSINESS & STAFF REPORT

10. MAYOR’S BUSINESS

a. LOC Priorities Pg. 268

11. COUNCILOR COMMENTS & LIAISON REPORTS

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

13. ACTION REVIEW

14. ADJOURNMENT

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*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Teresa Ridgley at 503-266-0637. A copy of this Agenda can be found on the City's web page at www.canbyoregon.gov.

CITY COUNCIL Staff Report
Work Session

Meeting Date: 9/2/2026

To: The Honorable Mayor Hodson & City Council
Thru: Randy Ealy, Interim City Administrator
From: Don Hardy, Planning Director
Agenda Item: Urban Growth Boundary Expansion Work Session

Summary

Following the August 11, 2026, Community Summit and August 24, 2026, planning commission hearing for the urban growth boundary expansion, the city council hearing is on September 16, 2026, and this work session will summarize the planning commission hearing and discuss city council recommendations for the urban growth boundary.

The planning commission recommended unanimous approval of the urban growth boundary with the full amount of park land permitted in Subarea 1a, 25.7 acres and the full amount of neighborhood commercial acreage in Subarea 1a, 3.7 acres. The planning commission also recommended that the proposed Subareas 1b, 1c, 7, 8 and 9 be included in the urban growth boundary. The total boundary expansion with all the subareas included is 516 gross acres and 492.1 unconstrained acres.

The planning commission supported the 25.7 acres of park land in Subarea 1a as they felt the community needed more park land and open space. The planning commission also supported the maximum allowed amount of neighborhood commercial in Subarea 1a which is 3.7 acres.

The City council will need to decide on the amount of park land and if neighborhood commercial should be placed in Subarea 1a, the exception/non-EFU lands, so the total acreage could change.

Background

The urban growth boundary process has been occurring over the last three years and has involved substantial community involvement.

Discussion

The work session will review staff's urban growth boundary recommendations and request directions from city council on the amount of park land area and neighborhood commercial and as part of Subarea 1a and input on the proposed urban growth boundary for the other subareas. Staff is also seeking questions from city council to be addressed during the September 16, 2026, hearing.

Attachments

Draft Urban Growth Boundary Report

Fiscal Impact
No fiscal impacts will occur

Options
Urban growth boundary expansion area options will be reviewed during the work session with a PowerPoint presentation.

Recommendation
Staff will provide urban growth boundary expansion recommendations during the work session but is seeking city council direction on park land and neighborhood commercial urban growth boundary acreage or Subarea 1a.

Proposed Motion
No motion is proposed, and staff is requesting a city council recommendations for the urban growth boundary.

Canby UGB Expansion

City Council Work Session
September 2, 2026

Cultivating CANBY
Blooming with Possibility

Staff Report Findings

Proposed UGB Recommendation is Consistent with:

- Adopted Canby Sequential Urban Growth Boundary Process
- Adopted 2024 Housing Needs Analysis and 2023 Economic Opportunities Analysis to accommodate 20-year projected housing, employment and park lands
- Oregon Statewide Planning Goals
- 2026 Comprehensive Plan Goals and Policies, including Goal 14 Urbanization
- Clackamas County Comprehensive Plan Goals
- State Rules and Statues (OAR 660-024-0065 and 0067 and related statutes)

Staff Report Findings

Significant Community Involvement:

- Over three years of public engagement activities.
- Public meetings, workshops, open houses, tabling at public events, a robust notification program, and online engagement tools.
- Materials and meetings catering to the Spanish-speaking community.
- Interactive mapping exercises where members of the community expressed their preferences and ideas related to land use patterns, community character, circulation, recreation, and other topics.
- Overseen by a Project Advisory Committee (PAC) comprised of elected and appointed officials, community leaders, business owners, and other stakeholders.

Staff Report Findings

Property Owner Listening Sessions

Three listening sessions with property owners in the UGB Study Area

- November 2023 to introduce the Preliminary Study Area and describe the UGB expansion process
- June 2024 to present the Study Area, analysis, and prioritization process
- June 2026 to present the UGB expansion recommendation

Staff Report Findings

Significant Community and Partner Involvement:

- Recommendation provided to the community, planning commission, and city council for review and comments as part of the UGB process and recommendations

- DLCD and Clackamas County staff have reviewed and provided comment on the UGB Expansion Report

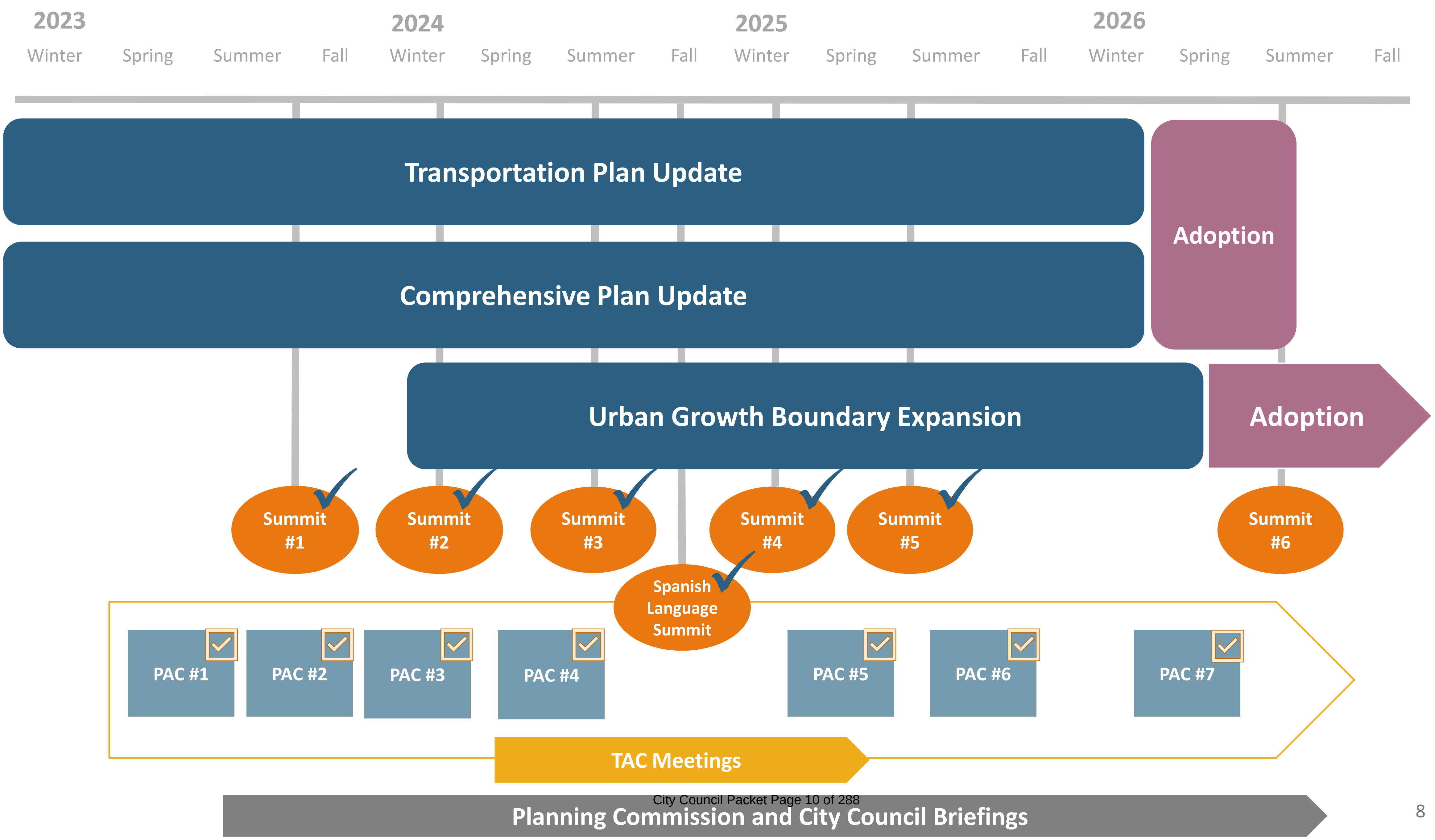
UGB Amendment Adoption Schedule

- Oregon Department of Justice ruled that Canby must adopt a UGB amendment by December 31, 2026, before new OHNA rules go into effect
- Failure to adopt a UGB amendment will require updating information under the new rules

September – December 2026

- City Council Hearing – September 16
- County Planning Commission Hearing – November 9
- BOCC Hearing – December 1

UGB Expansion Process and Report


2023
Winter
Spring
Summer
Fall
2024
Winter
Spring
Summer
Fall
2025
Winter
Spring
Summer
Fall
2026
Winter
Spring
Summer
Fall
Transportation Plan Update
Comprehensive Plan Update
Adoption
Urban Growth Boundary Expansion
Adoption
Summit #1
Summit #2
Summit #3
Summit #4
Summit #5
Summit #6
Spanish Language Summit
PAC #1
PAC #2
PAC #3
PAC #4
PAC #5
PAC #6
PAC #7
TAC Meetings
Planning Commission and City Council Briefings

Final Land Need

Land Use	Land Need
Residential **Housing and infrastructure* *Parks* ***Neighborhood Commercial*	Up to 102.5 acres *73.1 acres* *Up to 25.7 acres* *Up to 3.7 acres*
Employment (primarily industrial; 0.70 acres commercial)	439.2 acres
Total UGB Expansion Land Need	**Up to 541.7 acres**

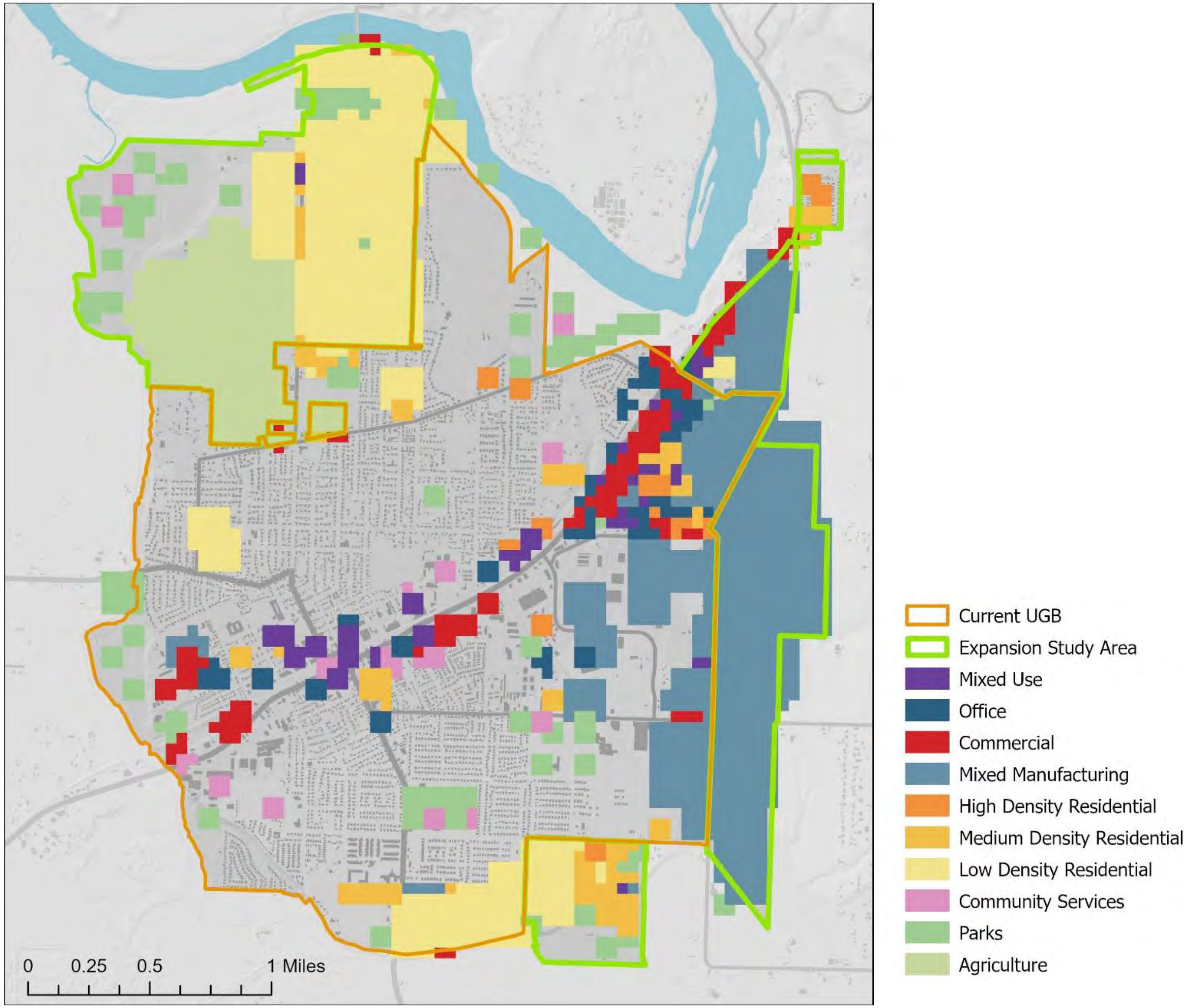
*Mandatory to accommodate entire residential need.
**Not currently a “safe harbor,” so includes some risk.

UGB Expansion Notes

- Property owners that are included in the UGB expansion are not required to annex into the city or develop the property.
- Properties brought into the UGB will not see a change in property taxes. A change in property taxes will occur if and when the property is annexed into the city.
- UGB amendment process expands the boundary, but does not assign land uses. Land uses will be assigned through the Canby UGB Concept Plan process. However, it is necessary to discuss land uses when determining where to expand the UGB.
- Through community discussion, the City has determined that the Northwest Subareas (1a, 1d, 2, 3, 4, 5, 6) are only appropriate for residential use. The East Subareas are only appropriate for employment use. Several subareas are appropriate for either use (1b, 1c, 7, 10).

UGB Expansion Community Preferences

Community members generally prefer residential uses in the northwest subareas and employment uses in the eastern subareas.



Parcel Prioritization

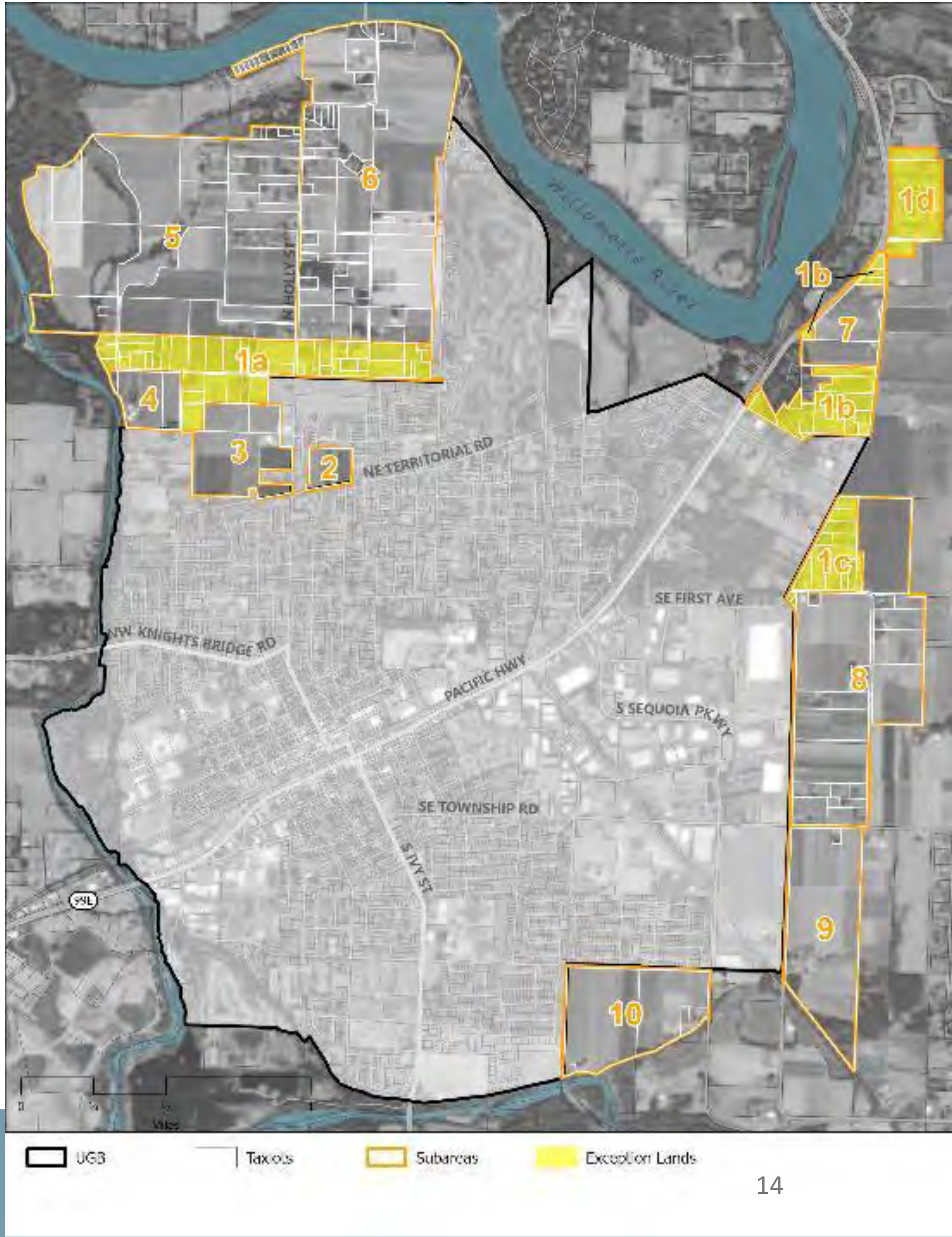
Priority	Applicability to Canby
1. Urban reserves, exception lands, non-resource lands	Canby has no urban reserves or applicable non-resource lands. Canby does have exception lands*.
2. Marginal lands	Canby has no marginal lands.
3. Low Value Farmland	Canby has very little low-value farmland within the UGB Study Area.
4. High Value Farmland	Land within the Canby UGB Study Area is predominantly high-value farmland.

*Exception lands are those outside of the UGB, but are zoned Rural Residential Farm Forest 5-Acre (RRFF5)

UGB Expansion Recommendation

Priority #1: Exception Lands

Subareas 1a, 1b, 1c, 1d



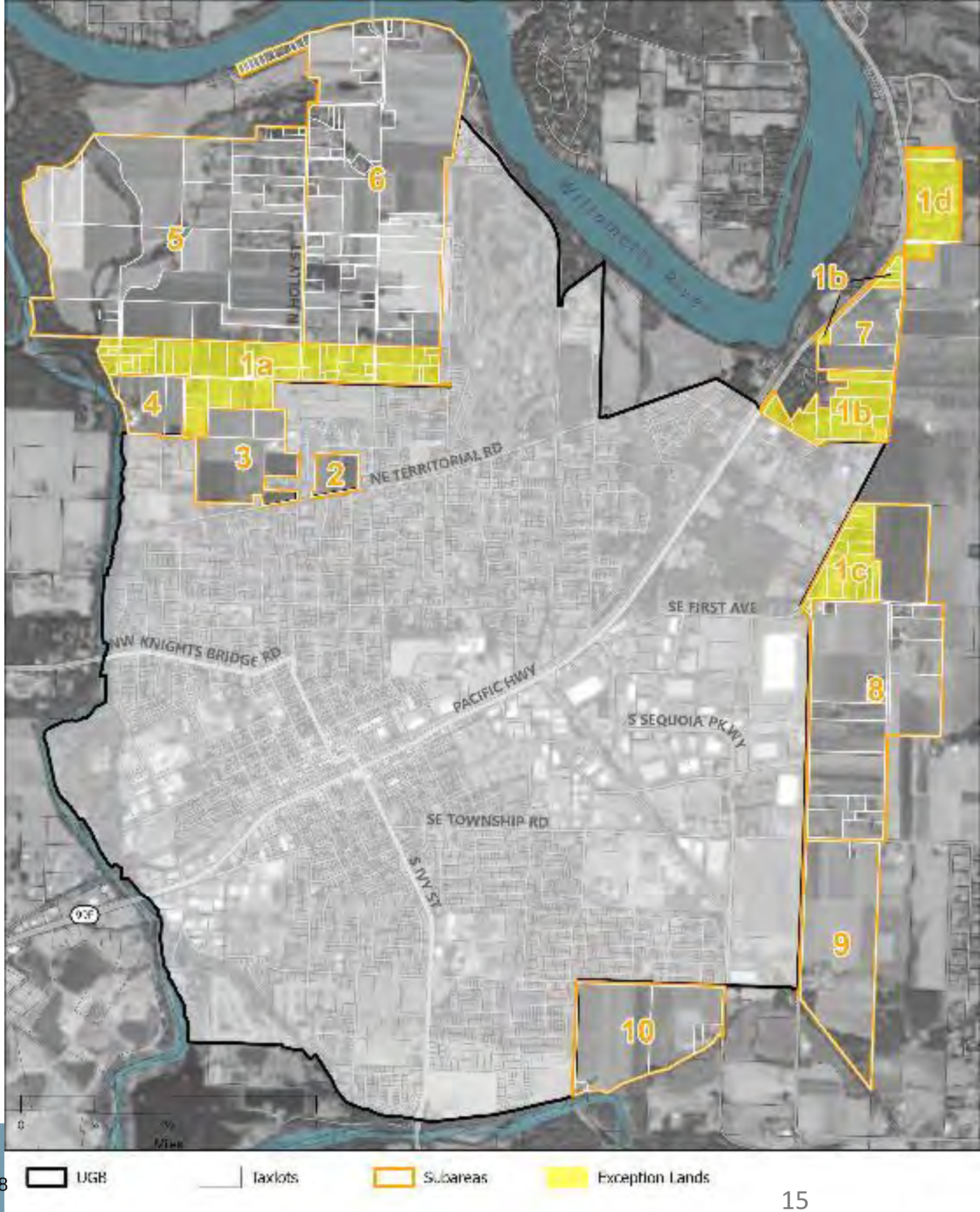
Subarea 1a

- 115.9 gross acres; No constrained acres
- Exception land/1st priority for UGB expansion
- Suitable for residential use
- Can accommodate entire residential land need

Recommendation: Include 73.1 acres for residential use.

Recommendation: Include up to 25.7 acres for park use.

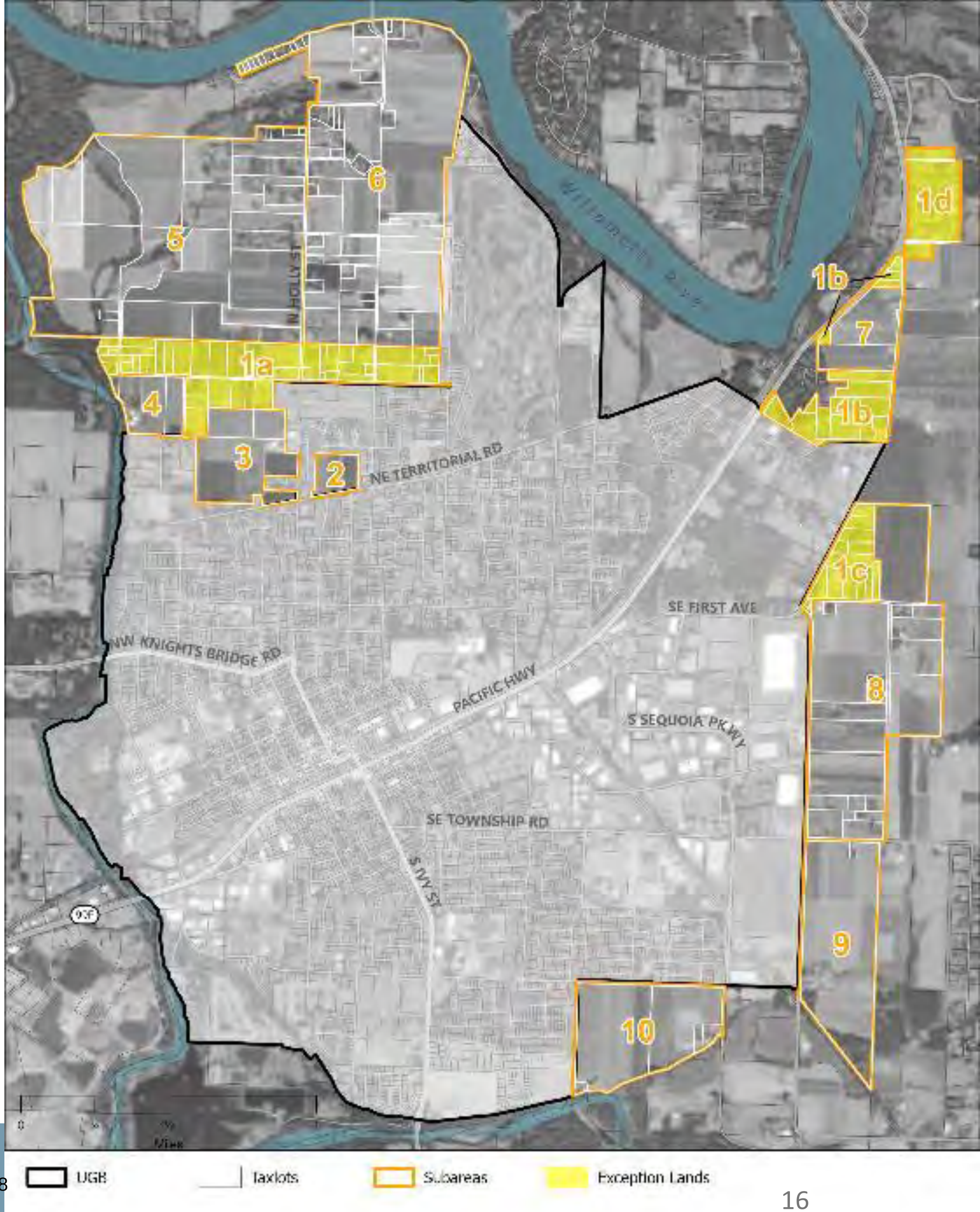
Recommendation: Include 3.7 acres for neighborhood-serving commercial use.



Subarea 1b

- 1b: 50.0 gross acres; 7.7 constrained acres (Willamette River Greenway, Slope > 10%)
- Exception land/1st priority for UGB expansion
- Suitable for residential or employment uses, but entire residential need is accommodated in Subarea 1a

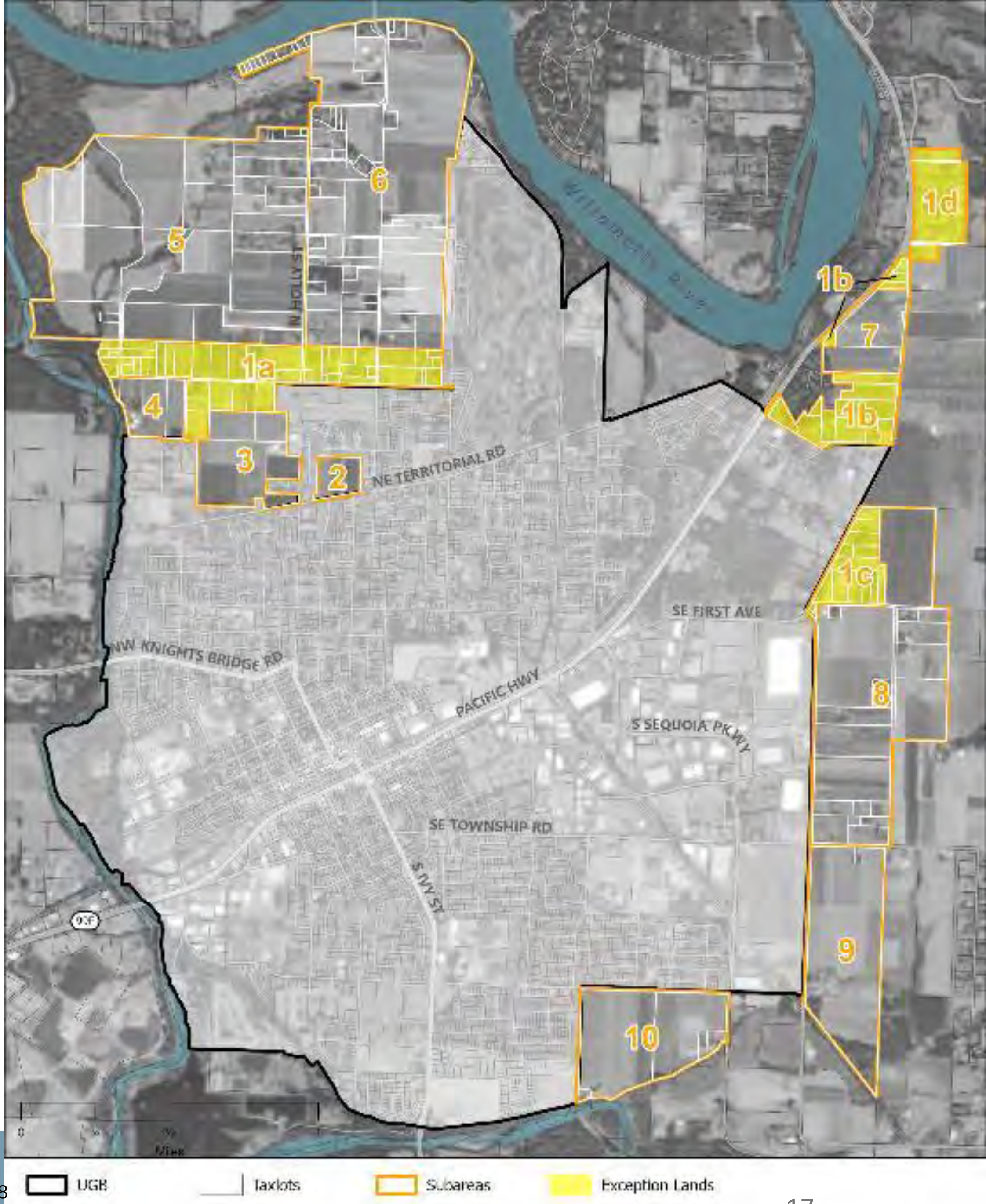
Recommendation: Include Subarea 1b (50.0 acres) to the UGB, including 42.3 unconstrained acres to accommodate a portion of the employment land deficit. Subarea 1b could also include parks.



Subarea 1c

- 1c: 34.3 gross acres; No constrained acres
- Exception land/1st priority for UGB expansion
- Suitable for residential or employment uses, but entire residential need is accommodated in Subarea 1a

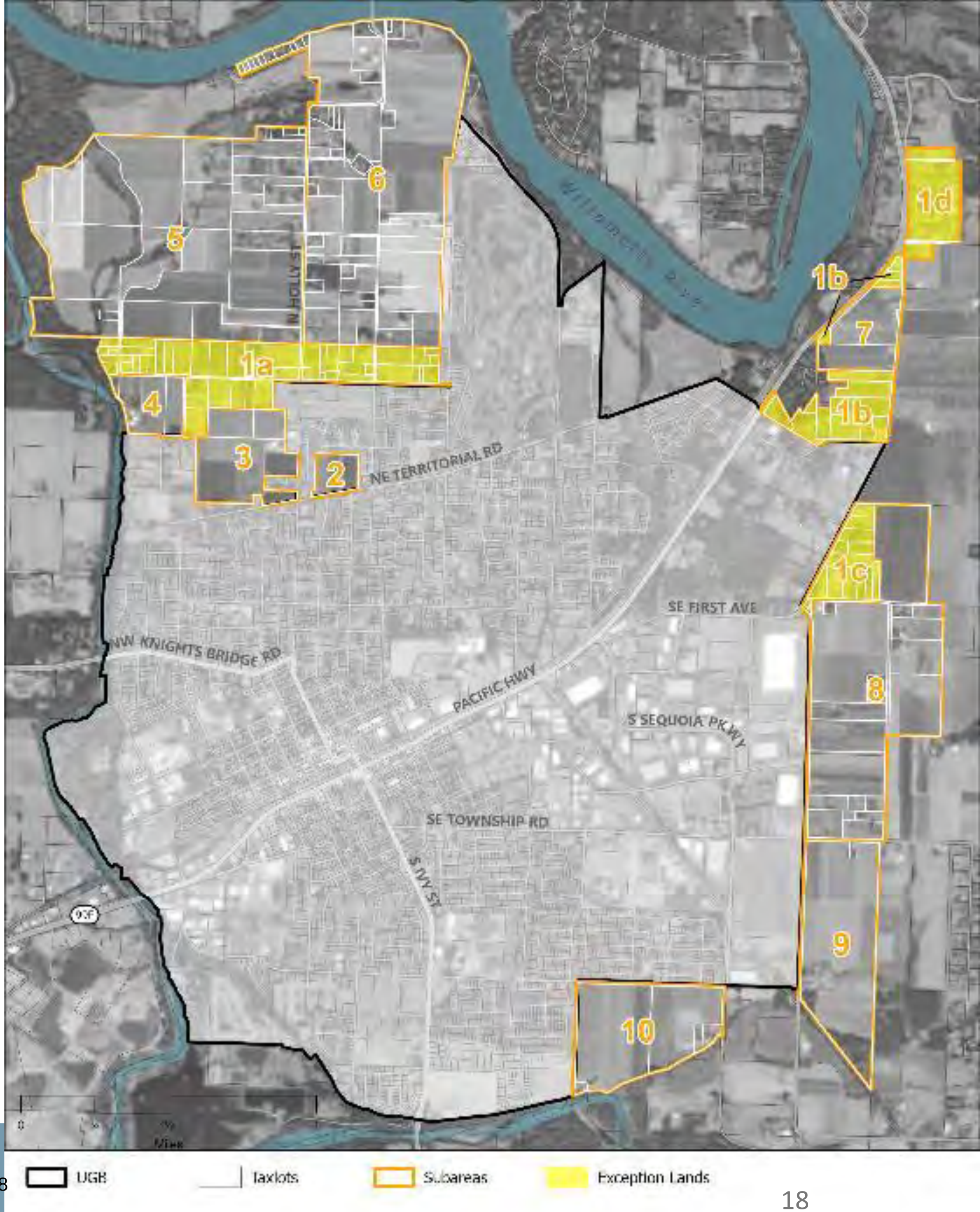
Recommendation: Include Subarea 1c (34.3 unconstrained acres) to the UGB to accommodate a portion of the employment land deficit. Subarea 1c could also include parks.



Subarea 1d

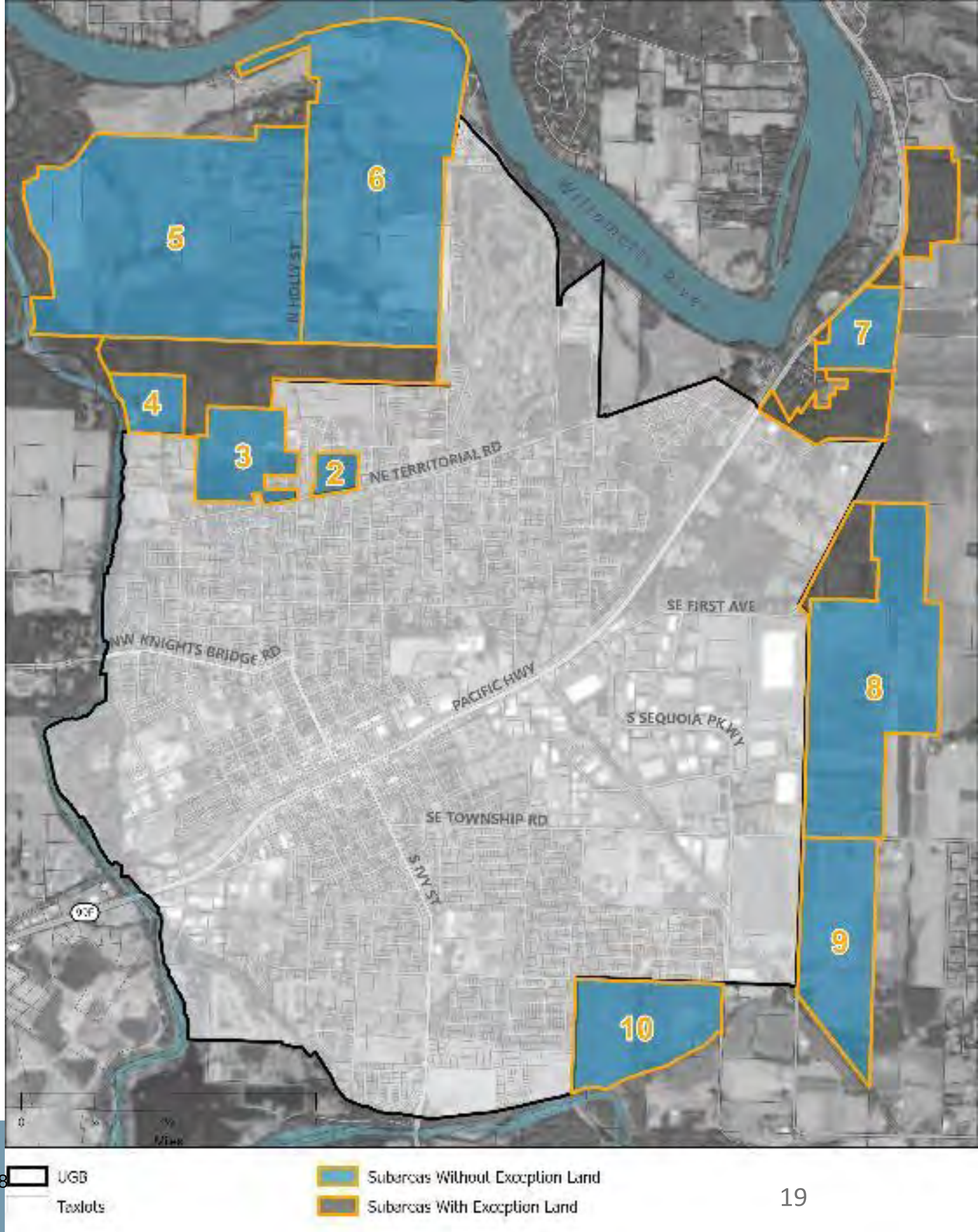
- 39.0 gross acres; 9.1 constrained acres (Historic Landmark, Slopes > 10%, Cemetery, Title III Wetland)
- Exception land/1st priority for UGB expansion
- Built out with manufactured home park and cemetery
- Suitable for residential use, but entire residential need is accommodated in Subarea 1a

Recommendation: Do not include any land from Subarea 1d into the UGB.



Priority #4: High-Value Farmland

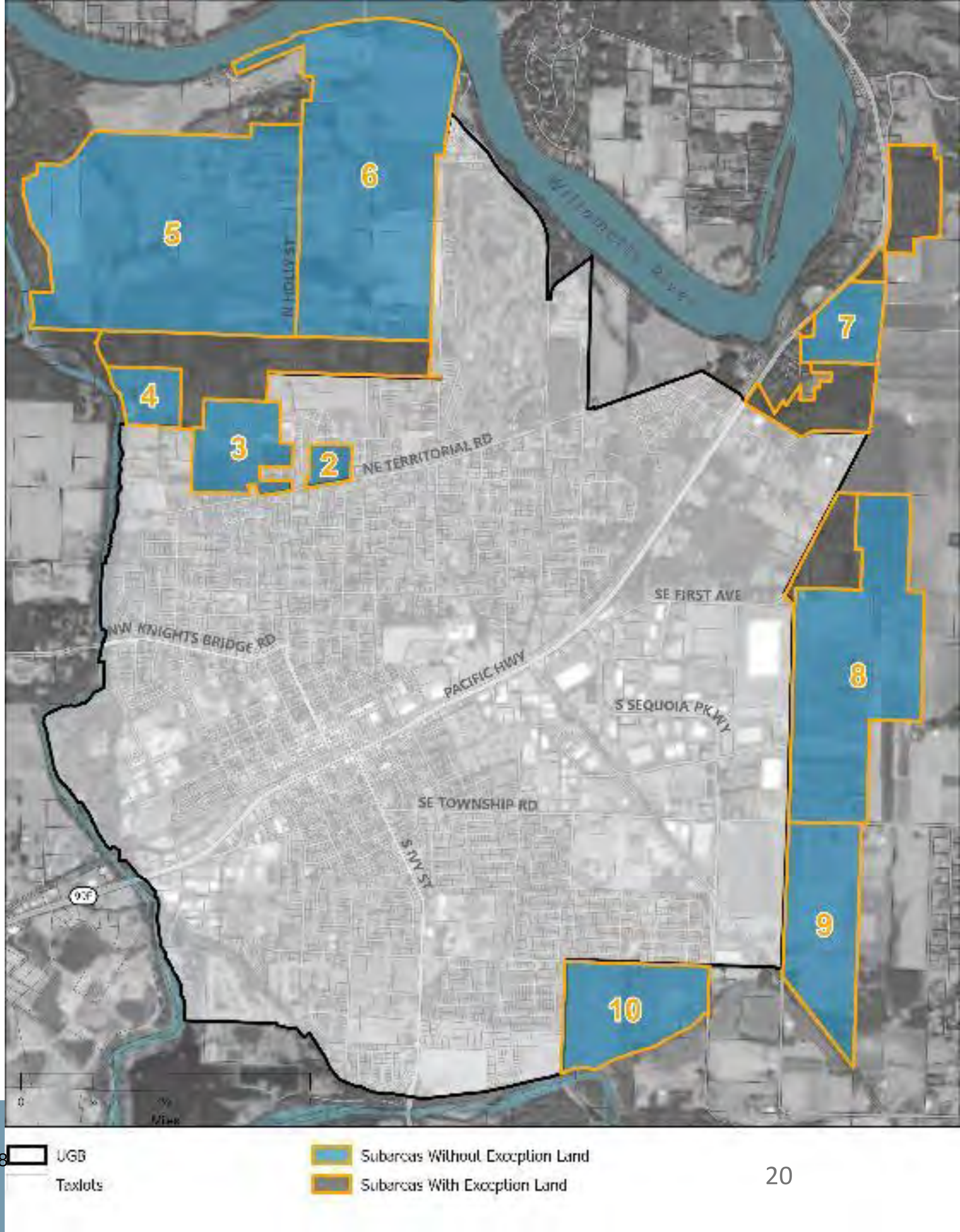
Subareas 2-10



Subarea 2

- 13.0 gross acres; no constrained acres
- 4th (next) priority for UGB expansion
- Suitable for residential use, but cannot be included if entire residential need is accommodated in Subarea 1a

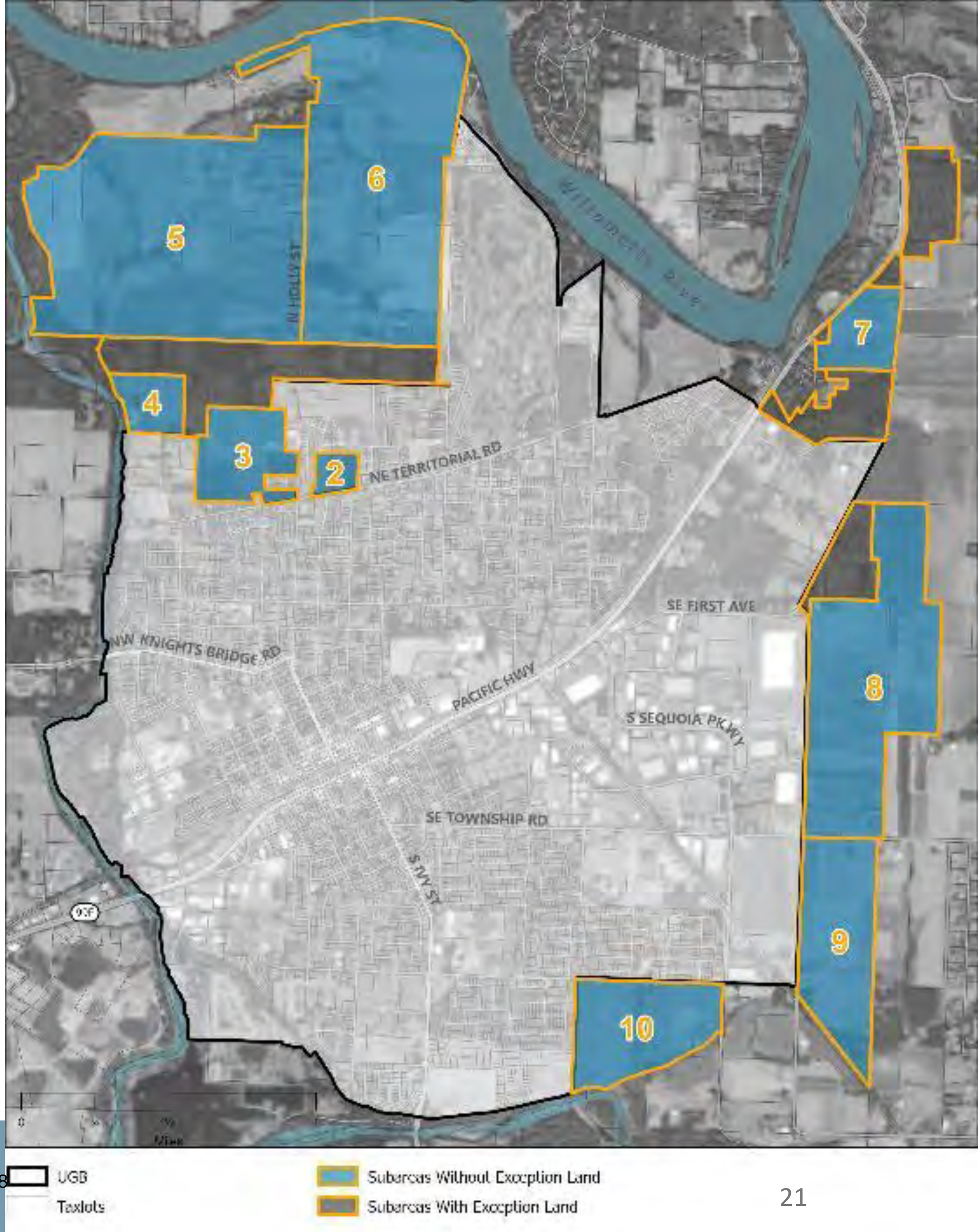
Recommendation: Consider adding Subarea 2 to the UGB through a Goal 3, 11, and 14 irrevocable committed exception process at a future date.



Subarea 3

- 60.8 gross acres; no constrained acres
- 4th (next) priority for UGB expansion
- Suitable for residential use , but cannot be included if entire residential need is accommodated in Subarea 1a

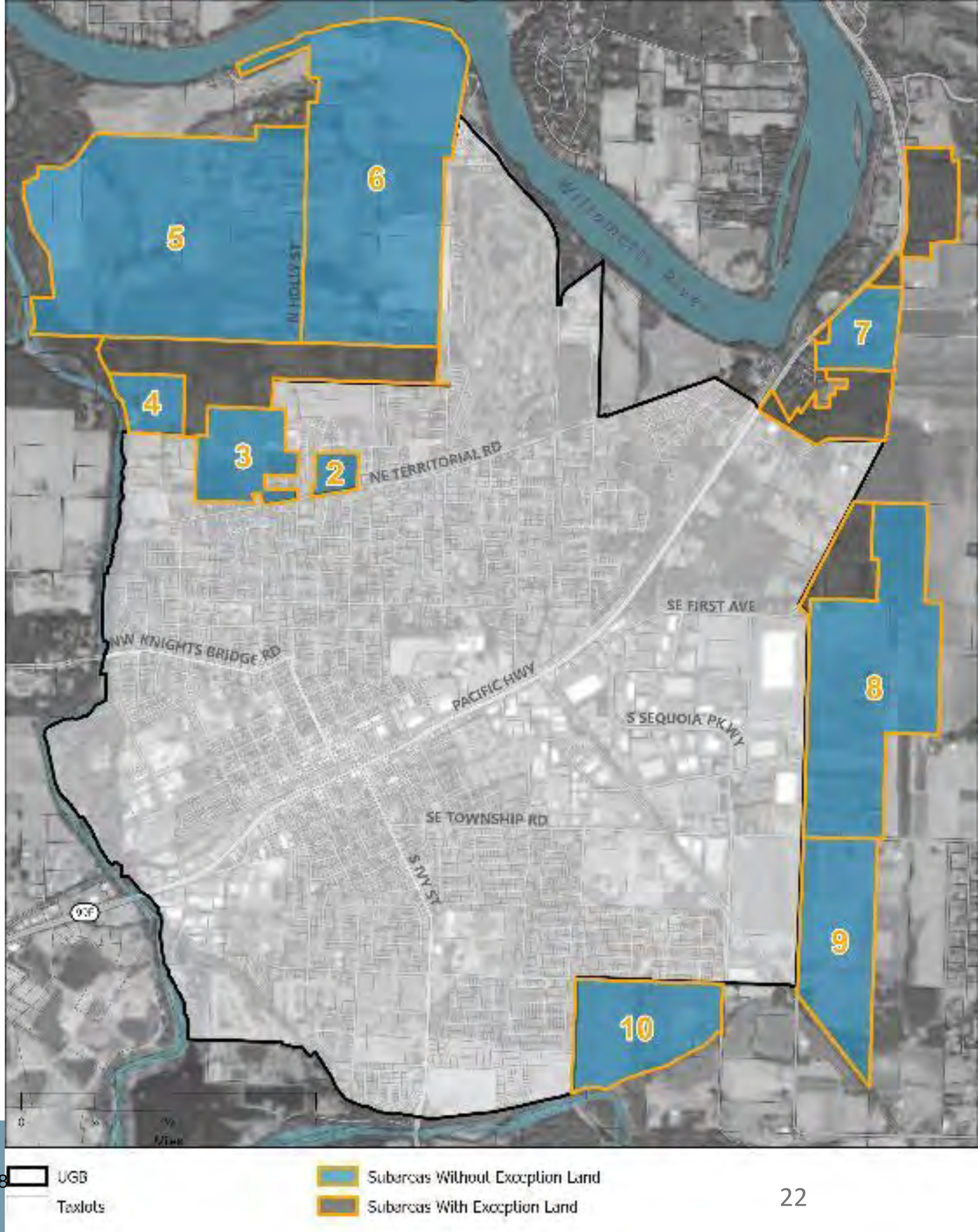
Recommendation: Consider adding Subarea 3 to the UGB as part of a future amendment through goal exception or standard Goal 14 analysis.



Subarea 4

- 27.8 gross acres; 0.01 constrained acres (100-year floodplain)
- 4th (next) priority for UGB expansion
- Suitable for residential use
- Swan Island Dahlia Farm is an important social, cultural, and economic institution

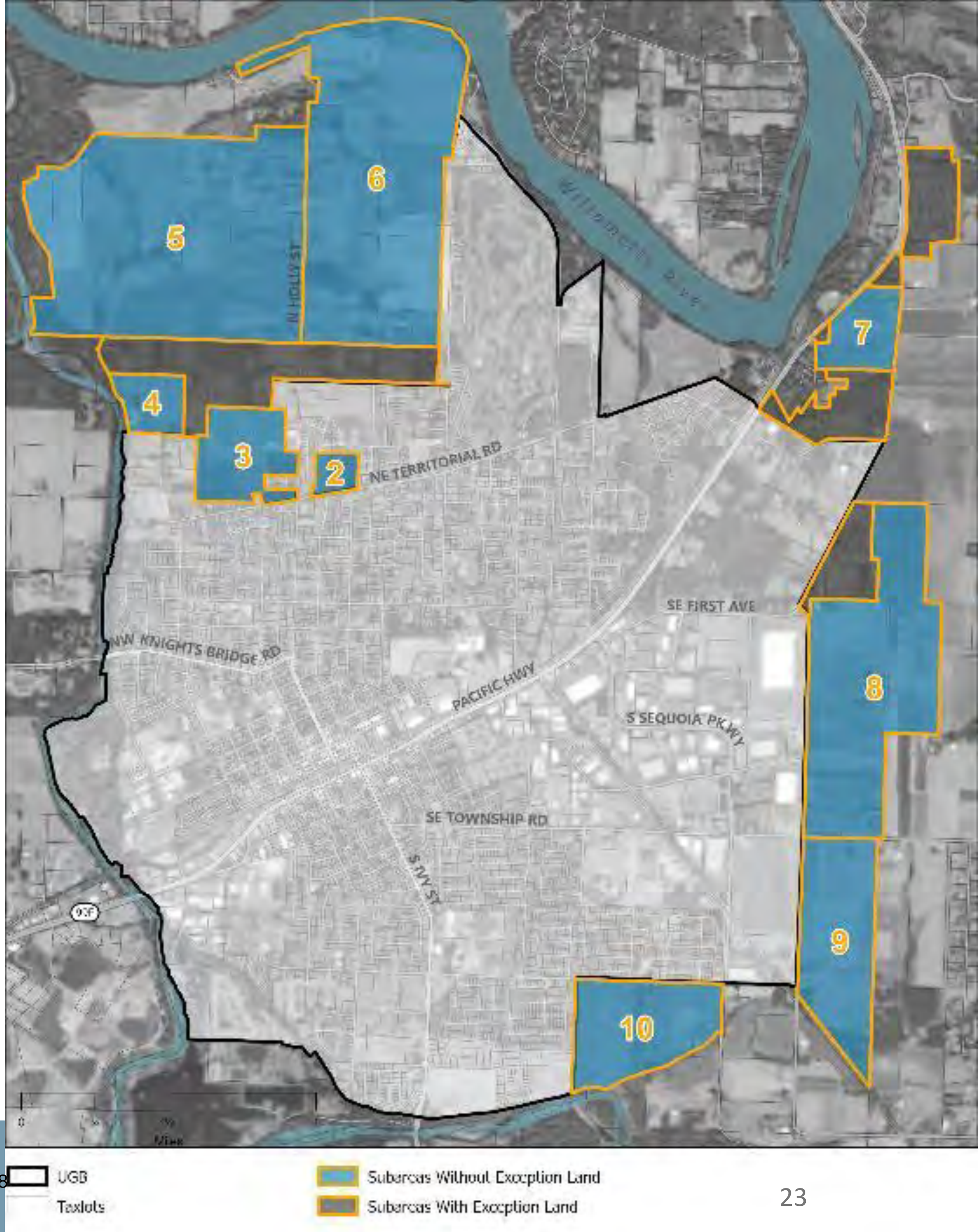
Recommendation: Do not include any land from Subarea 4 into the Canby UGB.



Subarea 5

- 392.5 acres; 186.2 constrained acres (Willamette River Greenway, 100-year floodplain, Title III Wetland)
- 4th (next) priority for UGB expansion
- Suitable for residential use , but cannot be included if entire residential need is accommodated in Subarea 1a

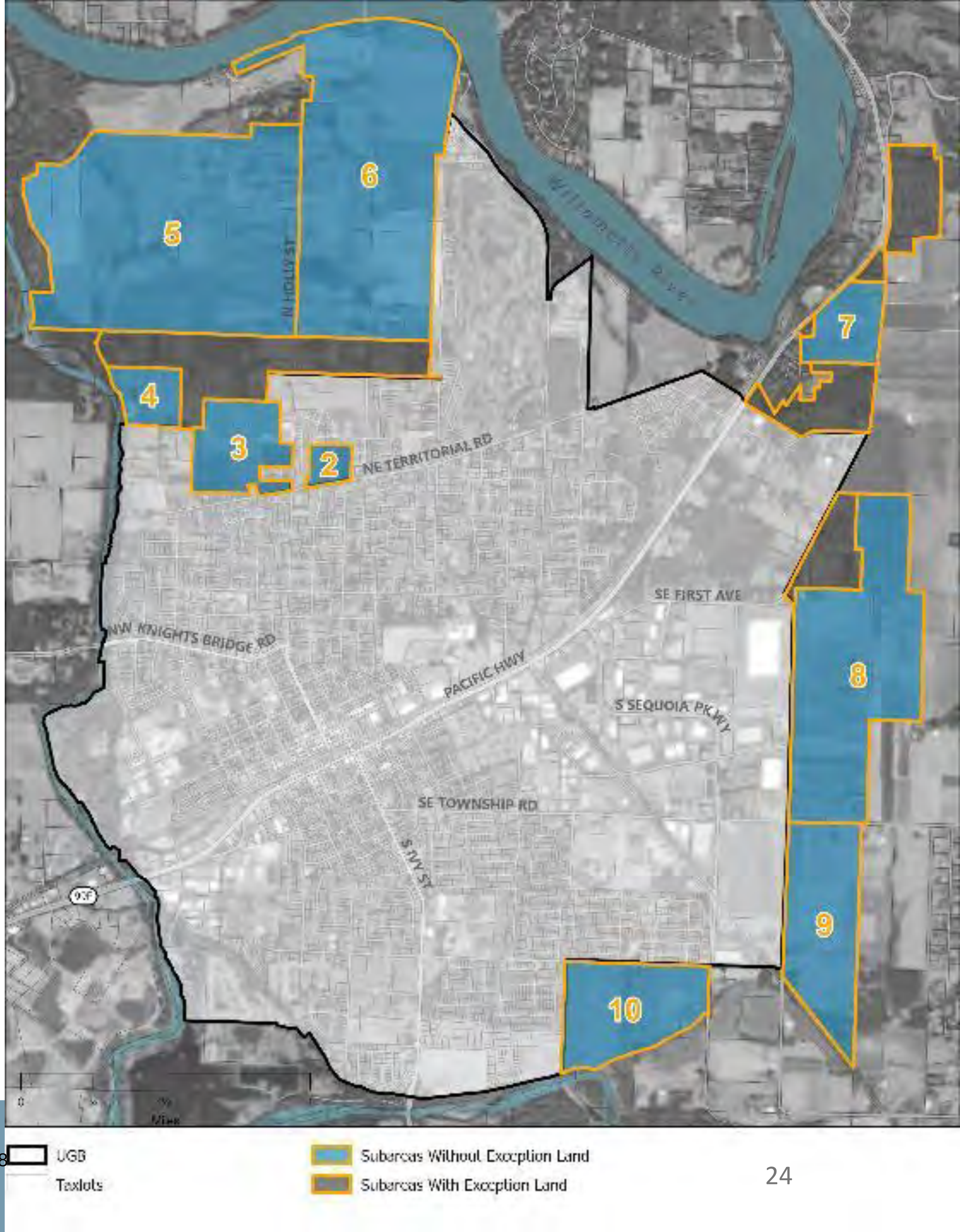
Recommendation: Do not include any land from Subarea 5 into the Canby UGB.



Subarea 6

- 345.8 acres; 52.9 constrained acres (Slopes > 10%, 100-Year Floodplain, Title III Wetland, Willamette River Greenway)
- 4th (next) priority for UGB expansion
- Suitable for residential use , but cannot be included if entire residential need is accommodated in Subarea 1a

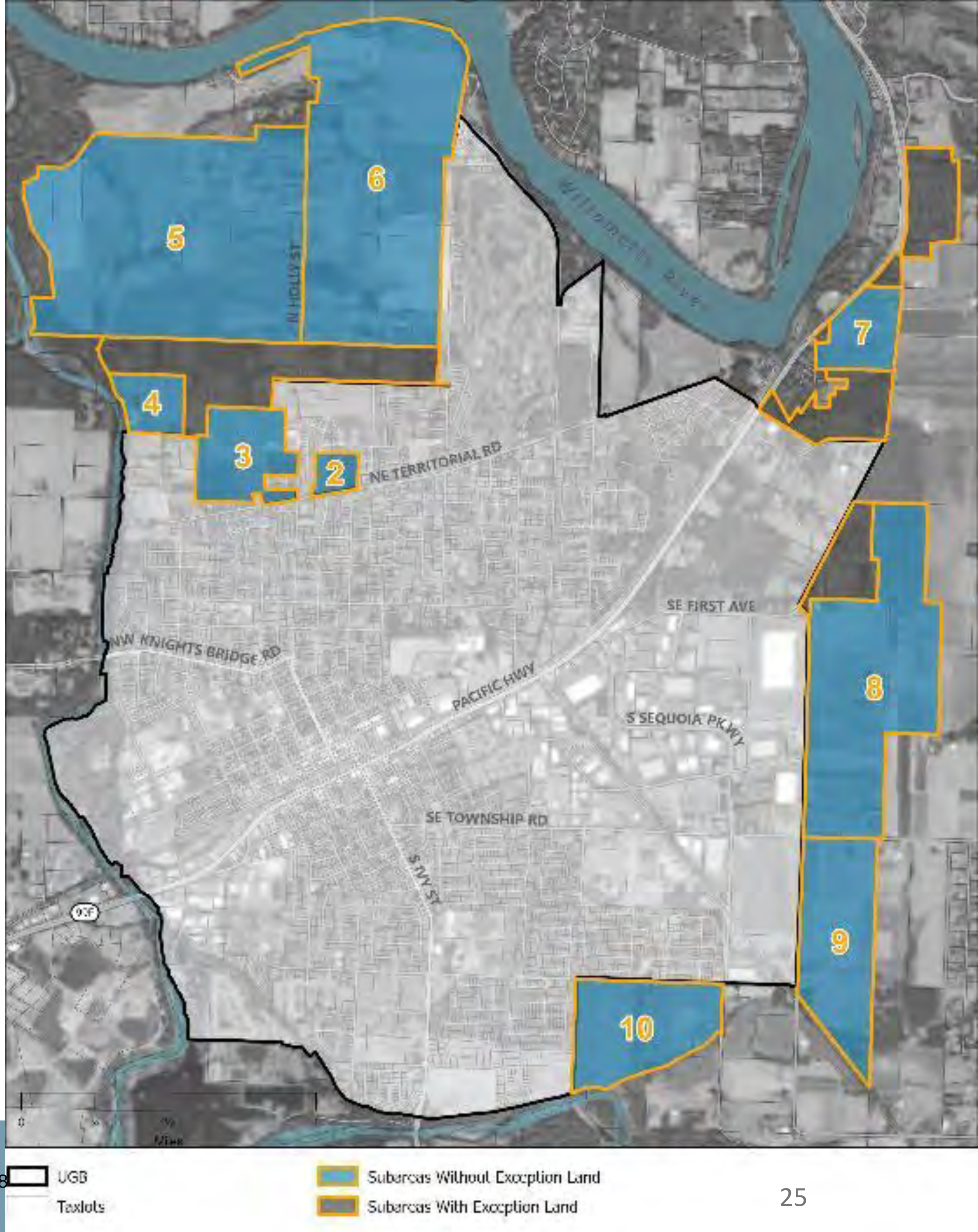
Recommendation: Do not include any land from Subarea 6 into the Canby UGB.



Subarea 7

- 40.5 acres; 1.8 constrained acres (Slope > 10%)
- 4th (next) priority for UGB expansion
- Suitable for residential or employment uses
- Adjacent to Subarea 1b

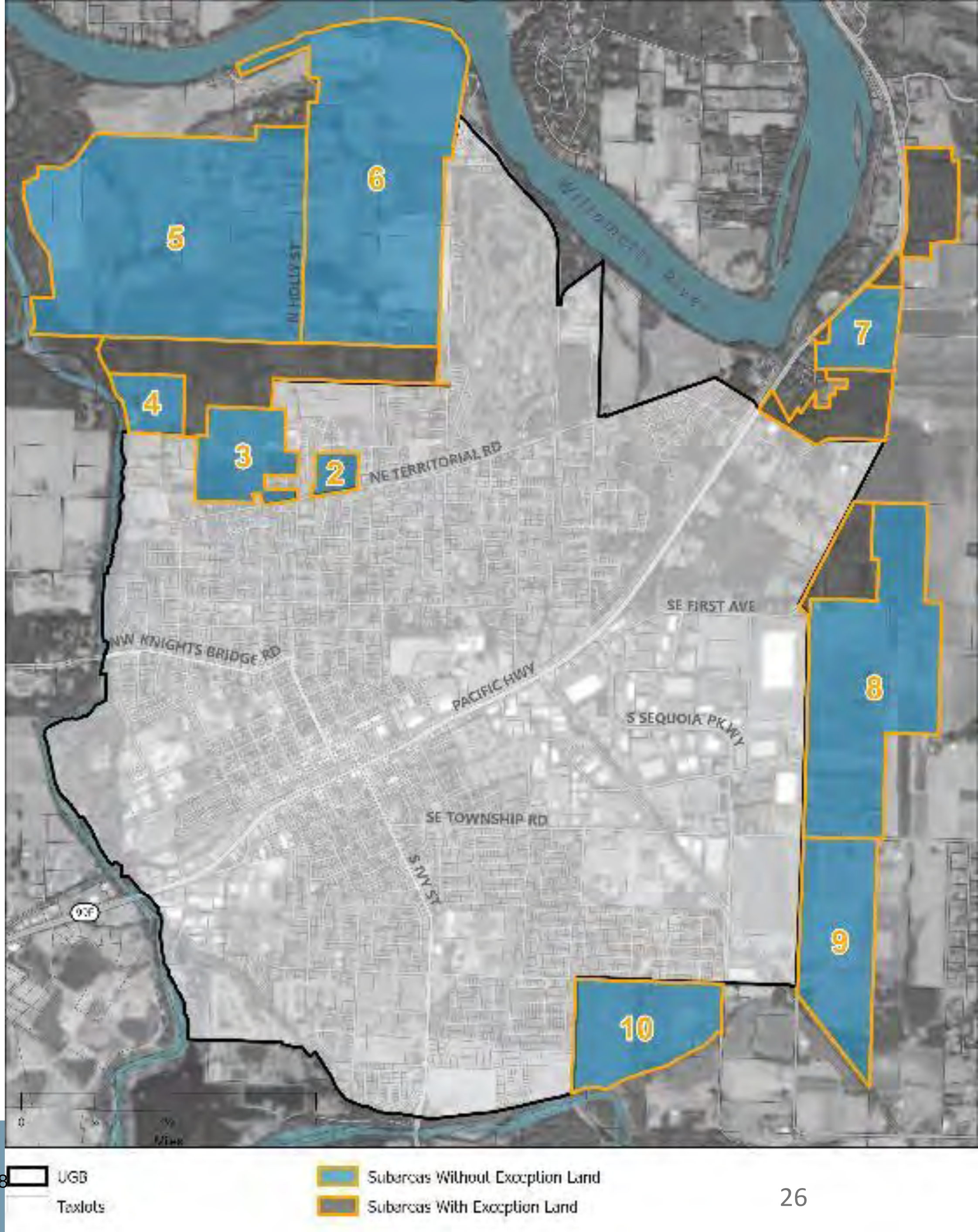
Recommendation: Include Subarea 7 (40.5 acres) to the UGB, including 38.7 unconstrained acres to accommodate a portion of the employment land deficit. Subarea 7 could also include parks.



Subarea 8

- 227.9 acres; 14.5 constrained acres (Historic Landmark, Slope > 10%)
- 4th (next) priority for UGB expansion
- Suitable for employment uses

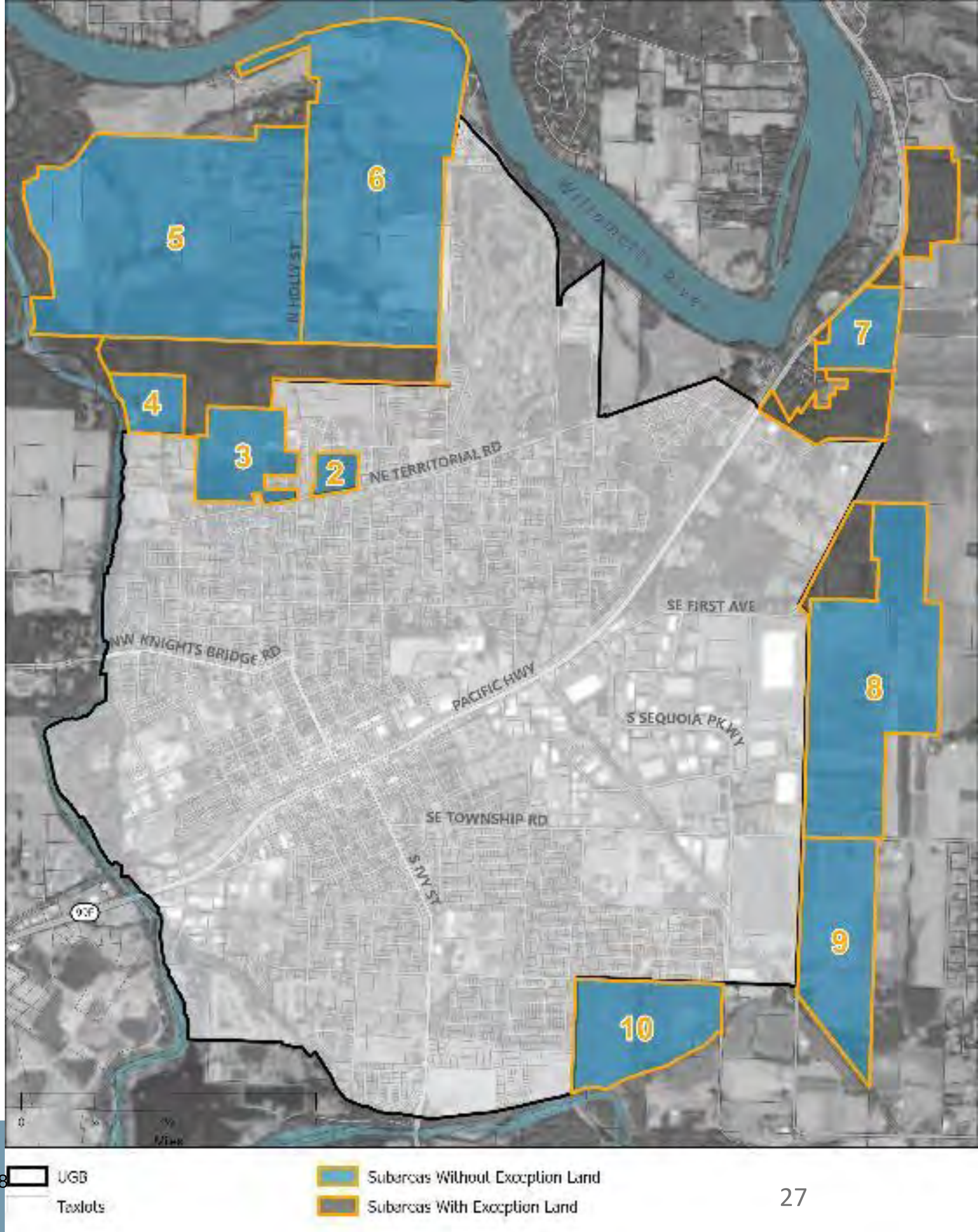
Recommendation: Include subarea 8 (227.9 acres) to the UGB, including 213.5 unconstrained acres to accommodate a portion of the employment land deficit. Subarea 8 could also include parks.



Subarea 9

- 112.0 acres; 43.1 constrained acres (Goal 5 Stream Buffer, 100-Year Floodplain)
- 4th (next) priority for UGB expansion
- Suitable for employment uses

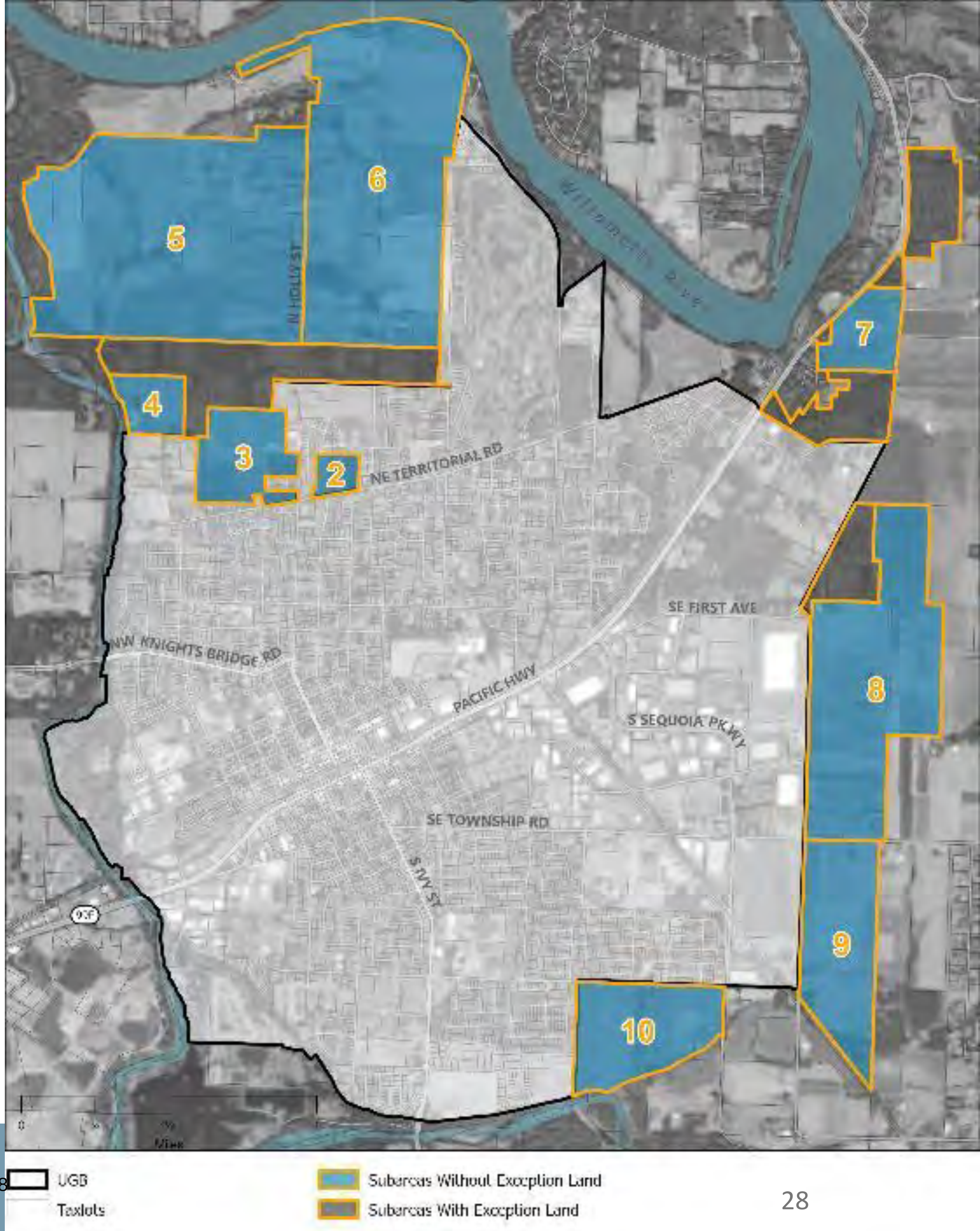
Recommendation: Include the northern portion of Subarea 9 (60.8 acres) to the UGB to accommodate a portion of the employment land deficit. Subarea 9 could also include parks.



Subarea 10

- 95.9 acres; 1.1 constrained acres (Slope > 10%, 100-Year Floodplain)
- 4th (next) priority for UGB expansion
- Suitable for residential or employment uses, but entire residential need is accommodated in Subarea 1a

Recommendation: Do not include any land from Subarea 10 into the Canby UGB at this time as it may be better suited for future residential use.



UGB Recommendation

- Total 20-year land need = up to **541.7 acres**
- UGB amendment recommendation = up to 516 gross acres / 492.1 unconstrained acres

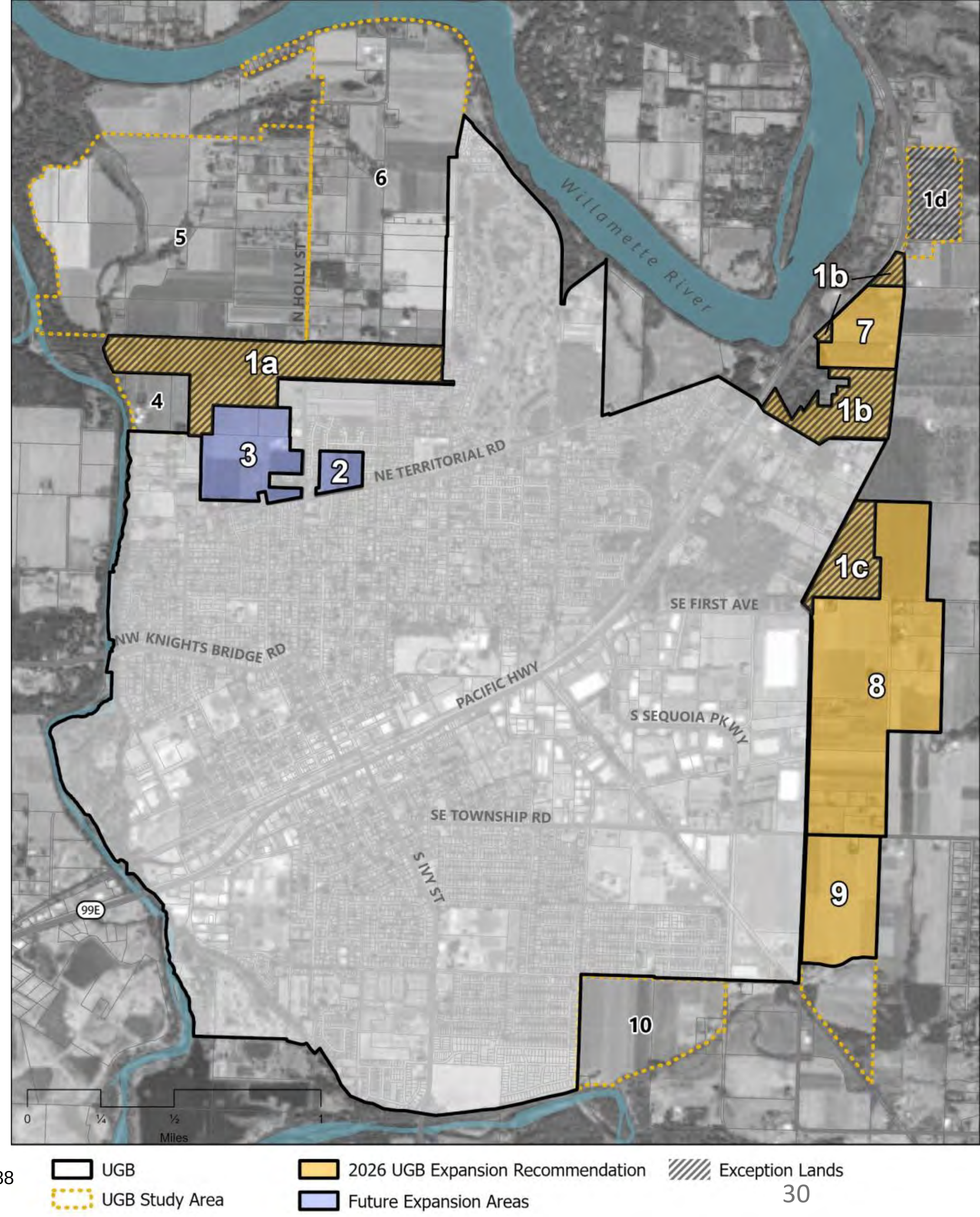
Subarea	Gross Acres	Gross UGB Acres	Unconstrained Residential Acres	Unconstrained Nbhd Comm Acres	Unconstrained Park Acres	Unconstrained Employment Acres	Total Unconstrained Acres
1a	115.9	102.5	73.1	Up to 3.7	Up to 25.7		Up to 102.5*
1b	50.0	50.0				42.3	42.3
1c	34.3	34.3				34.3	34.3
1d	39.0						
2	13.0						
3	60.8						
4	27.8						
5	392.5						
6	345.8						
7	40.5	40.5				38.7	38.7
8	227.9	227.9				213.5	213.5
9	112.0	60.8				60.8	60.8
10	95.9						
TOTAL	**1,555.4**	**516.0**	**73.1**	**Up to 3.7**	**Up to 25.7**	**389.6**	**Up to 492.1**

UGB Recommendation

Recommend for Current UGB Expansion
Subareas 1a, 1b, 1c, 7, 8, 9

Consider for Subsequent UGB Expansion
Subareas 2, 3

Not Recommended for UGB Expansion
Subareas 1d, 4, 5, 6, 10



Subarea 1a Alternatives

Subarea 1a Alternatives

<u>Planning Commission UGB Expansion Considerations and Alternatives</u>

Residential. All 73.1 acres of residential located in Subarea 1a, consistent among all alternatives.

Park Land

Up to 25.7 acres of park land can be designated in Subarea 1a. Conceptual only options developed based on property lines, but city council recommendation can include any amount of park land acreage.

- <u>Option A:</u> 0 acres of park land in subarea 1a
- <u>Option B:</u> 9.52 acres of parkland in subarea 1a
- <u>Option C:</u> 14.82 acres of parkland in subarea 1a
- <u>Option D:</u> 24.31 acres of parkland in subarea 1a

Neighborhood-Serving Commercial. Should up to 3.7 acres of neighborhood commercial land be included in subarea 1a? If yes, how many acres?

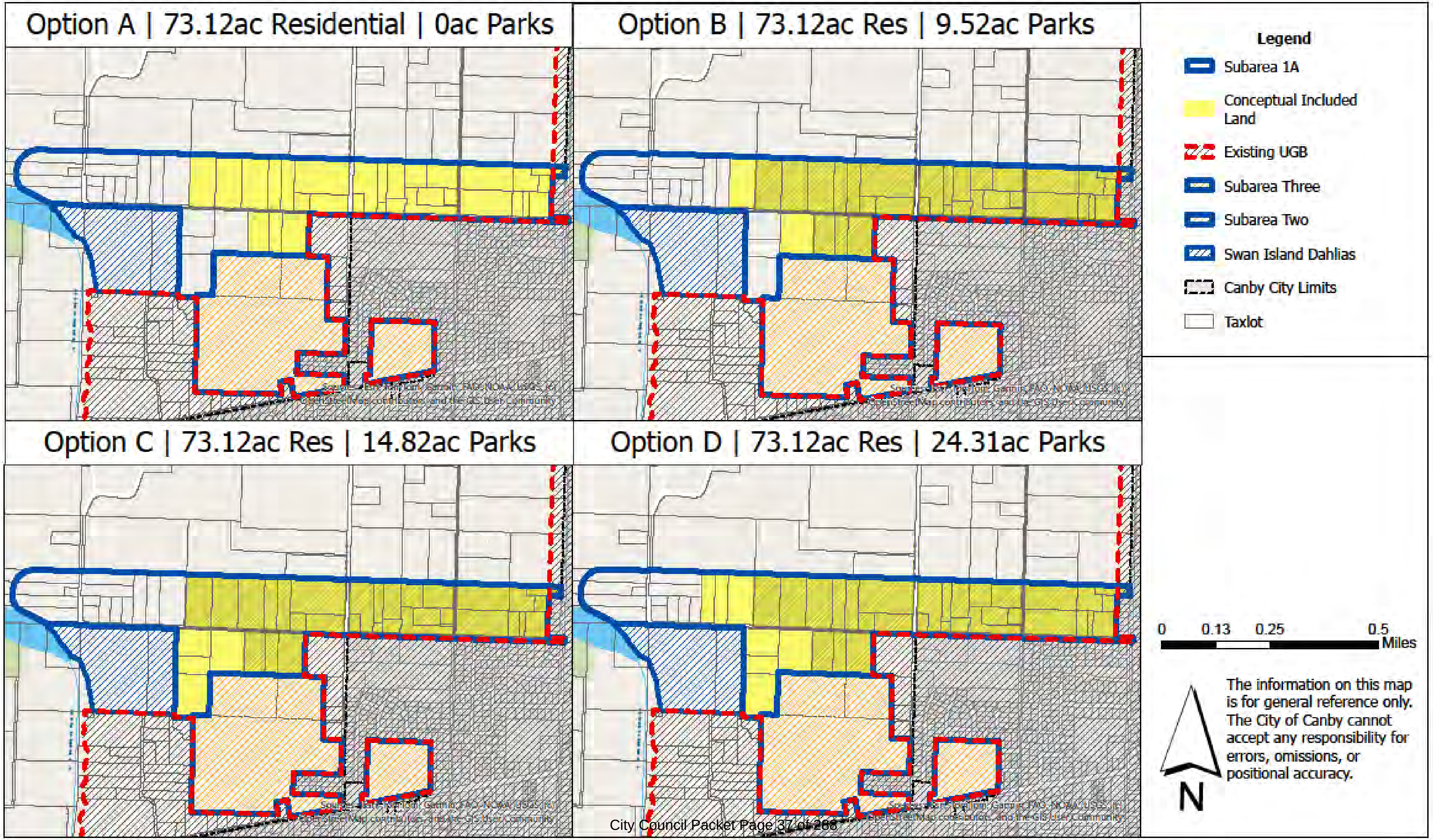
Subarea 1a Alternatives

- Approximately 466 units are estimated to be constructed in the 73.1 residential acres of Subarea 1a, which converts to a projected population of approximately 1,212 (2.6 people/household).
- Based on the adopted 10 acres per 1,000 parkland ratio in the Canby Comprehensive Plan, about 12 acres of park land would be needed.
- Considering that goal exceptions may occur separately to add for subareas 2 and 3 to the UGB, other park land may occur within this general area. This will be reflected in the current UGB Concept planning that will continue into spring of 2027.

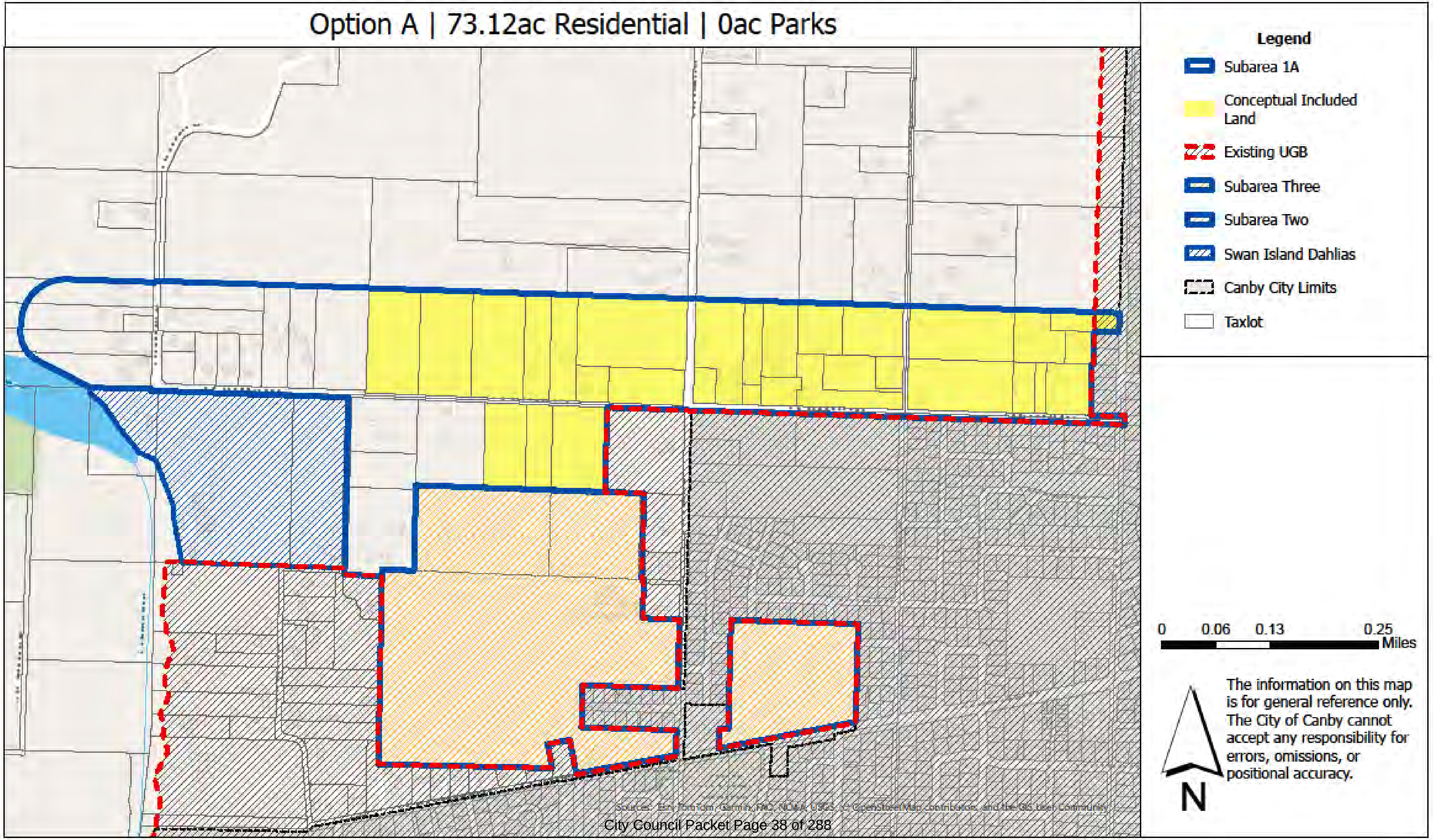
Subarea 1a Alternatives

- This is not intended to be the exact location for residential and park land as this is a sizing exercise of **what acreage is needed for the UGB and the UGB boundary.**
- More precise locations of all land uses will be identified through the concept plan process which is on-going through 2026 and the first half of 2027.
- Some Considerations for park land: Avoiding parcels with large homes for park land, the August 11 Community Summit recommendations, and how the park land could buffer the Dahlia Farm and other farm uses from residential uses.

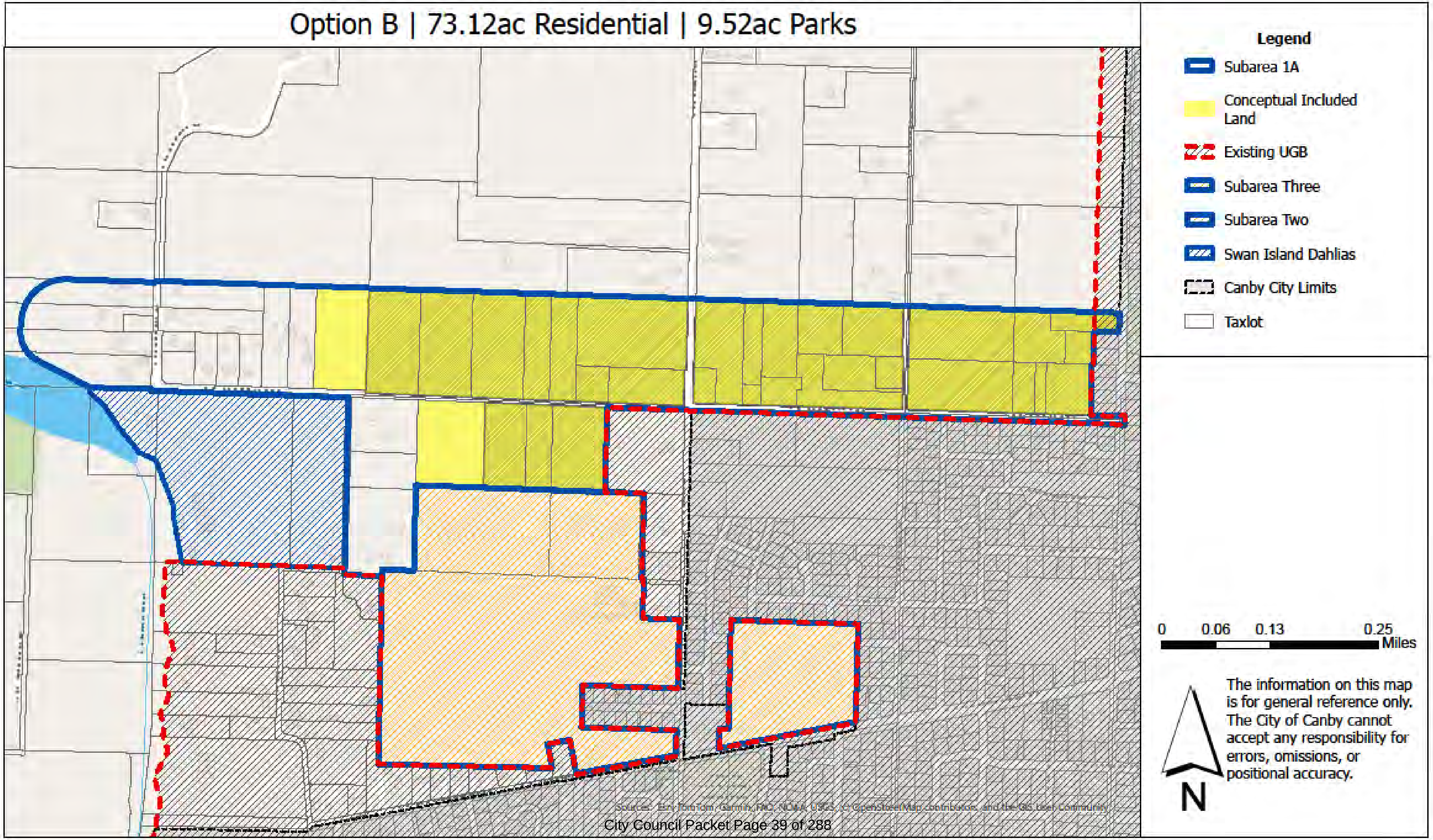
City of Canby | Area 1A Parks Acreage Options



City of Canby | Area 1A Parks Acreage Options

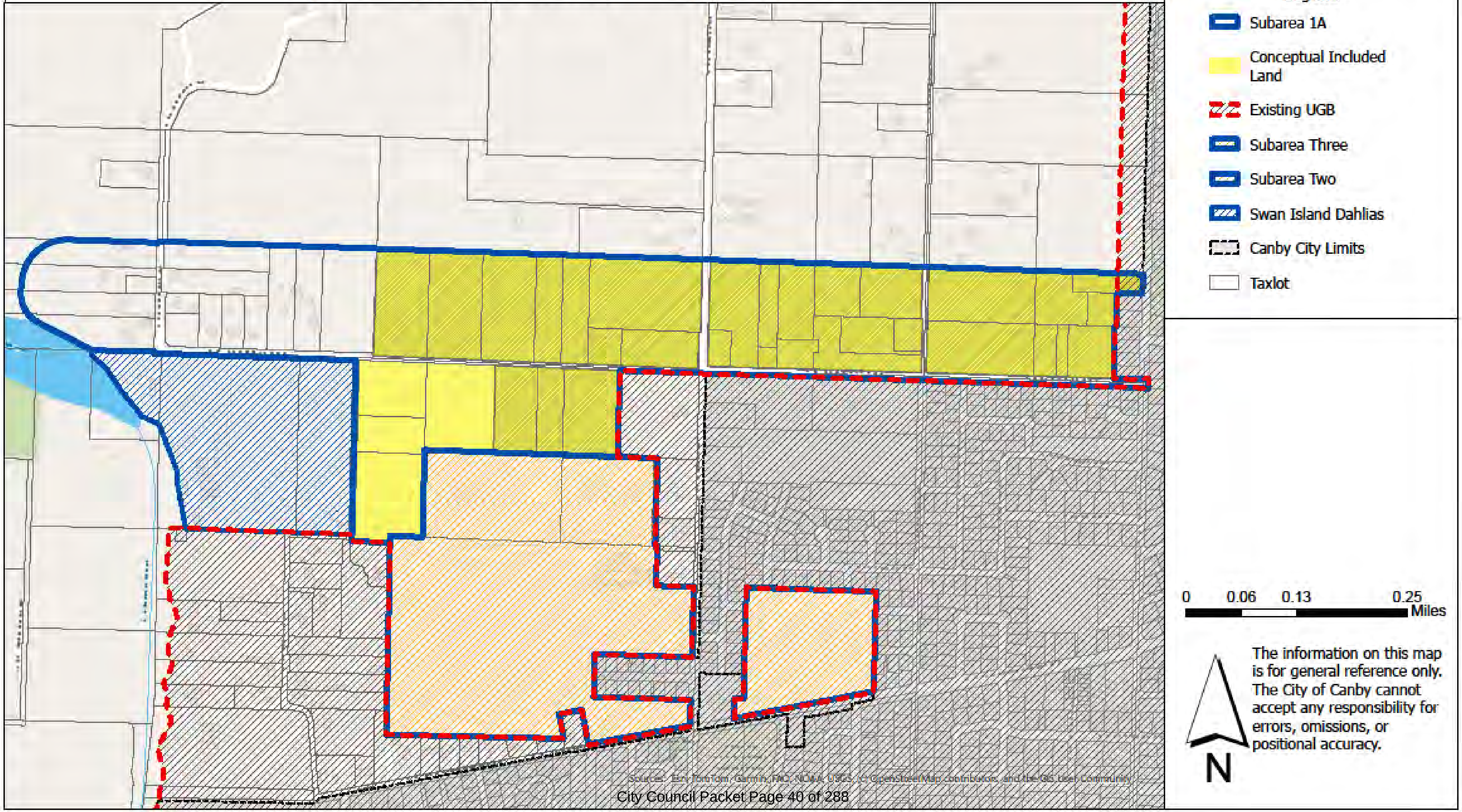


City of Canby | Area 1A Parks Acreage Options



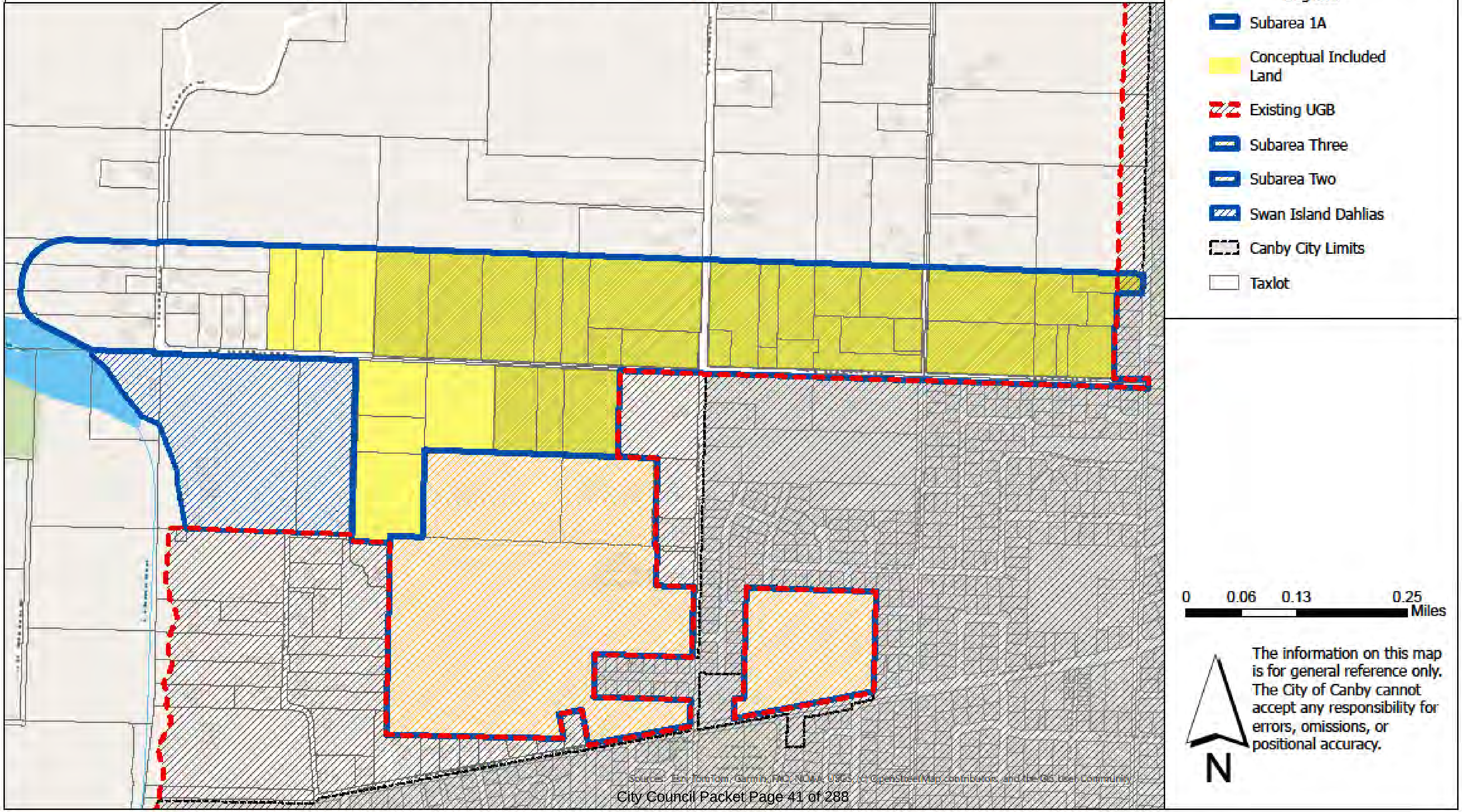
City of Canby | Area 1A Parks Acreage Options

Option C | 73.12ac Residential | 14.82ac Parks



City of Canby | Area 1A Parks Acreage Options

Option D | 73.12ac Residential | 24.31ac Parks



Request of City Council

Requesting City Council provide input on the proposed UGB expansion to include:

- Subareas 1a, 1b, 1c, 7, 8, and northern portion of 9
- Include how much park land should be included in Subarea 1a (up to 25.7 acres)
- Include how much land for neighborhood-serving commercial should be included in Subarea 1a (up to 3.7 acres)

Thank you!

Cultivating CANBY

Blooming with Possibility

City of Canby
Urban Growth Boundary Expansion Report

August 2026 Draft

3J CONSULTING

Table of Contents

Executive Summary

The City of Canby has experienced consistent population increases over the last 20 years, prompting a series of analyses to identify economic and residential growth trends and opportunities. These are documented the Canby 2023 Economic Opportunity Analysis (EOA), and 2024 Housing Needs Analysis (HNA). The analyses identify a land deficit to accommodate 20 years of growth within the current Urban Growth Boundary (UGB). The preliminary land need was 545.6 acres, including: 73.1 acres of residential land need identified in the HNA and 3.7 acres of associated neighborhood-serving commercial land need, 446.8 acres of employment land need identified in the EOA, and 25.7 acres of park land need based on the City's aspirational level of service.

Land use efficiency measures reduced the employment need to 439.2 acres resulting in a total land need of 541.6 acres, as shown in Table ES1.

Table ES1. Canby Residential and Employment Land Need

Land Use	Land Need
Residential (including public facilities)	73.1 acres
Neighborhood-Serving Commercial	3.7 acres
Parks	25.7 acres
Employment (including commercial and industrial properties and public facilities)	439.2 acres
Total Preliminary UGB Expansion Land Need	541.7 acres

In compliance with the policy framework in the State of Oregon, the City has initiated the process for a UGB expansion to accommodate the 20-year land need. Following Oregon Administrative Rules (OARs), the City created a Preliminary Study Area where all lands within a one-and-a-half-mile radius were considered for the expansion of the UGB. After excluding certain lands from the Preliminary Study Area that were not appropriate for an urban level of service or use, the Study Area contained 1,555 acres.

Once the final Study Area was established, the City followed State rules to prioritize lands within the Study Area for inclusion in the proposed UGB expansion. First priority lands include non-resource, and exception lands that are not designated as rural reserves. There are approximately 239 gross acres of first priority lands, less than the land deficit of 542 acres.

The next priorities for UGB inclusion are low value farmland (third priority) followed by high value farmland (fourth priority). The City values farmland as an important resource in the region and understands that farmland is of great significance to the State economy. State rules dictate a process for establishing farmland value based on soil types and capability class. The Canby UGB expansion analysis determined that nearly all of the 1,355 acres of non-exception land within the Study Area is high value farmland, and therefore of equal priority for inclusion in the UGB expansion as fourth priority lands.

Since the 1,316 acres of non-exception land within the Study Area exceeds the remaining land need, State rules require a Goal 14 boundary location analysis to determine what land will be included in the UGB expansion. Goal 14 Boundary Location Factors include: efficient accommodation of the identified land need; orderly and economically sound provision of public facilities and services; comparative environmental, energy, economic, and social consequences of expansion lands; and compatibility of expansion lands with surrounding and nearby agricultural and forest activities.

Urban Growth Boundary Amendment Recommendation

First Priority: Exception Lands

Subareas 1a, 1b, 1c, and 1d are the first priority for adding to the Canby UGB. The City recommends the following for each first priority subarea.

Subarea 1a
Located in the northwest portion of the Study Area, the 115.9 unconstrained acres in Subarea 1a are more than enough land to accommodate the entire 73.1 acres of residential need, 3.6 acres of associated neighborhood-serving commercial, and 25.7 acres of park land. The City will need to decide how many acres of park need will be accommodated in this subarea. Any remaining lands will be left out of the Canby UGB as the area is unsuitable for employment uses.

Recommendation: Add 73.1 acres from Subarea 1a to the UGB to accommodate the entire residential land deficit.

Recommendation: Add up to 25.7 acres of park land from Subarea 1a to the UGB to accommodate some or all of the park land deficit.

Recommendation: Add up to 3.6 acres of neighborhood-serving commercial land from Subarea 1a to the UGB.

Subarea 1b
Since the City's entire residential need is accommodated in Subarea 1a, the 50.0 acres in Subarea 1b will need to be brought in as employment lands.

Recommendation: Add the 50.0 acres (42.3 unconstrained acres) in Subarea 1b to the UGB to accommodate a portion of the employment land deficit. This area could also include parks.

Subareas 1c
Since the City's entire residential need is accommodated in Subarea 1a, the 34.3 unconstrained acres in Subarea 1b will need to be brought in as employment lands.

Recommendation: Add the 34.3 unconstrained acres in Subareas 1c to accommodate a portion of the employment land deficit. This area could also include parks.

Subarea 1d
The 39.0 acres in Subarea 1d are not ready for efficient urban development. The subarea contains a manufactured home park, cemetery, and historic structure, leaving very little buildable land. Connectivity to transportation infrastructure to the southwest is limited by the need for significant urban upgrades along Haines Road and at the OR 99E intersection with Haines Road. Existing infrastructure is not suitable for more intensive development and would require utility extensions.

Recommendation: Do not add any land from Subarea 1d into the Canby UGB.

Fourth Priority: High Value Farmland

The following subareas are candidates to accommodate some or all of the employment land need 439.2 acres. The City recommends the following for each fourth priority subarea.

Subarea 2

Located entirely within city limits, the 13.0 unconstrained acres in Subarea 2 are appropriate for residential development. The subarea has the potential to tie into existing Canby transportation, water, sewer, and stormwater infrastructure. Residential development in Subarea 2 would promote good urban form and the parcels that surround it have been developed as residential subdivisions. However, the City's entire residential land need can be accommodated on first priority lands.

It is possible for the City to add Subarea 2 to the UGB through a Goal 3, 11, and 14 irrevocably committed exception process. An "irrevocably committed" exception does not require demonstration of land need; instead, it can be added to the UGB because it is irrevocably committed to urban uses. OAR 660-004-0028 contains criteria for this type of exception.

If the City uses a goal exception to add this subarea before or at the same time as the larger UGB amendment, the UGB expansion report would need to factor in the 13 acres of land provided here, reducing the land needed in other subareas.

<u>Recommendation:</u> Consider adding Subarea 2 to the UGB through a subsequent Goal 3, 11, and 14 irrevocably committed exception process.

Subarea 3

Surrounded on three sides by Canby city limits and adjacent to residential development, the 60.8 unconstrained acres in Subarea 3 are appropriate for residential development. It has the potential to tie into the existing transportation, water, sewer, and stormwater infrastructure, with some transportation connectivity limitations to the south. However, the City's entire residential land need can be accommodated on first priority lands.

Subarea 3 is located between the existing UGB and part of subarea 1a. The City could rely on OAR 660-024-0067(3)(a) regarding the inclusion of "small" priority 4 areas in a UGB:

> *(3) Notwithstanding section (2)(c) or (d) of this rule, land that would otherwise be excluded from a UGB may be included if:*
>
> *(a) The land contains a small amount of third or fourth priority land that is not important to the commercial agricultural enterprise in the area and the land must be included in the UGB to connect a nearby and significantly larger area of land of higher priority for inclusion within the UGB; or*

Subarea 1a lies north of the Holly Street Development Concept Plan Area boundary and appears to be serviceable by sewer and water line extensions in the Holly Street right of way, which is already inside the UGB. If the City can demonstrate that parts of Subarea 3 are needed to connect to parts of Subarea 1a due to the need for efficient development patterns and infrastructure extensions, a portion of subarea 3 could be added to the UGB.

However, given the City's plans for utilities in Holly Street extending up to 22nd Avenue, as described in the Holly Street Development Concept Plan, this may not be possible.

If all of Subarea 1a is added to the UGB, Subarea 3 would become a "hole" in the UGB. In future UGB amendments, it is likely that subarea 3 would be added to the UGB either through a goal exception or because it will be highly suitable based on a Goal 14 analysis.

If the City uses a goal exception to add this subarea before or at the same time as the larger UGB amendment, the UGB expansion report would need to factor in the 61 acres of land provided here, reducing the land needed in other subareas.

Recommendation: Consider adding Subarea 3 to the UGB as part of a subsequent amendment either through a goal exception or Goal 14 analysis.

Subarea 4

Subarea 4 (27.8 acres) is home to Swan Island Dahlia Farm, which is an important social, cultural, and economic institution in Canby with farm and commercial operations. It requires more urban standard roadway upgrades in the existing UGB to provide accessible, safe, and convenient multimodal access to essential destinations in the established portion of Canby. It does not have good access to existing infrastructure.

Recommendation: Do not add any land from Subarea 4 into the Canby UGB.

Subarea 5

Of the 392.5 acres in Subarea 5, 206.3 acres are unconstrained and appropriate for residential development, but it is not currently ready for efficient residential development since the subarea is not adjacent to Canby's UGB. It has potential to connect into the existing Canby transportation infrastructure, but not as well as Subareas 2 or 3 as more urban standard roadway upgrades would be required. It does not have good access to existing infrastructure. In addition, the City's entire residential land need can be accommodated on first priority lands.

Recommendation: Do not add any land from Subarea 5 into the Canby UGB.

Subarea 6

292.9 of the 345.8 acres in Subarea 6 are unconstrained and appropriate for residential development. The eastern portion of the subarea abuts Canby city limits and is adjacent to residential development so it would promote good urban form. It has good potential to tie into existing transportation infrastructure with multiple north-south travel routes but would require urban standard roadway upgrades. It has access to water, sewer, and stormwater infrastructure. However, the City's entire residential land need can be accommodated on first priority lands.

Recommendation: Do not add any land from Subarea 6 into the Canby UGB.

Subarea 7

Subarea 7 is 40.5 acres and includes 38.7 acres are unconstrained and appropriate for industrial development. It does not currently abut city limits but is surrounded by exception land (Subarea 1b) that will be brought into the UGB for employment uses as described above. Connectivity to established infrastructure in the existing UGB to the southwest is limited by the need for significant urban upgrades along Haines Road and at the OR 99E intersection with Haines Road. It will require utility extensions through Subarea 1b for water and sewer infrastructure.

Recommendation: Add Subarea 7 (40.5 acres) to the UGB, including 38.7 unconstrained acres to accommodate a portion of the employment land deficit. This area could also include parks.

Subarea 8

213.5 of the 227.9 acres in Subarea 8 are unconstrained and appropriate for industrial development. 14.5 acres are constrained by a historic landmark and land with slopes greater than 10%. The western boundary of Subarea 8 abuts city limits and northern boundary abuts Subarea 1c. It is adjacent to industrial development and farm uses. Subarea 8 has strong regional mobility potential due to its proximity to nearby arterial and collector roadways, and multiple connections to OR 99E. Subarea 8 has access to existing or planned water and sewer services, but there is no existing stormwater infrastructure.

Recommendation: Add Subarea 8 (227.9 acres) to the UGB, including 213.5 unconstrained acres to accommodate a portion of the employment land deficit. This area could also include parks.

Subarea 9

Of the 112.0 acres in Subarea 9, 68.0 are unconstrained and appropriate for industrial development. 43.1 acres fall within a Goal 5 stream buffer and the 100-year floodplain. The western boundary of Subarea 9 abuts city limits. It is adjacent to industrial development and farm uses. Subarea 9 has strong regional mobility potential due to its proximity to nearby arterial and collector roadways, and multiple connections to OR 99E. Subarea 9 has access to existing or planned water and sewer services, but there is no existing stormwater infrastructure.

Recommendation: Add 60.8 acres of Subarea 9 to the UGB to accommodate a portion of the employment land deficit. This area could also include parks.

Subarea 10

Subarea 10 has 94.8 unconstrained acres that are appropriate for residential or industrial development and ready for efficient urban development as it abuts Canby city limits to the north and west. It has strong potential to tie into transportation infrastructure with limited urban upgrades. The subarea has existing or planned water, sewer, and stormwater infrastructure. It's adjacent to residential development, farm uses, and the Canby Rod & Gun Club property.

Recommendation: Do not add any land from Subarea 10 into the Canby UGB at this time as it may be more appropriate for future residential use.

Table ES2. UGB Expansion Recommendation by Subarea

Subarea	Gross Acres	Gross UGB Acres	Unconstrained Residential Acres	Unconstrained Nbhd Comm Acres	Unconstrained Park Acres	Unconstrained Employment Acres	Total Unconstrained Acres
1a	115.9	102.5	73.1	Up to 3.7	Up to 25.7		Up to 102.5*
1b	50.0	50.0				42.3	42.3
1c	34.3	34.3				34.3	34.3
1d	39.0						
2	13.0						
3	60.8						
4	27.8						
5	392.5						
6	345.8						
7	40.5	40.5				38.7	38.7
8	227.9	227.9				213.5	213.5
9	112.0	60.8				60.8	60.8
10	95.9						
TOTAL	**1,555.4**	**516.0**	**73.1**	**Up to 3.7**	**Up to 25.7**	**389.6**	**Up to 492.1**

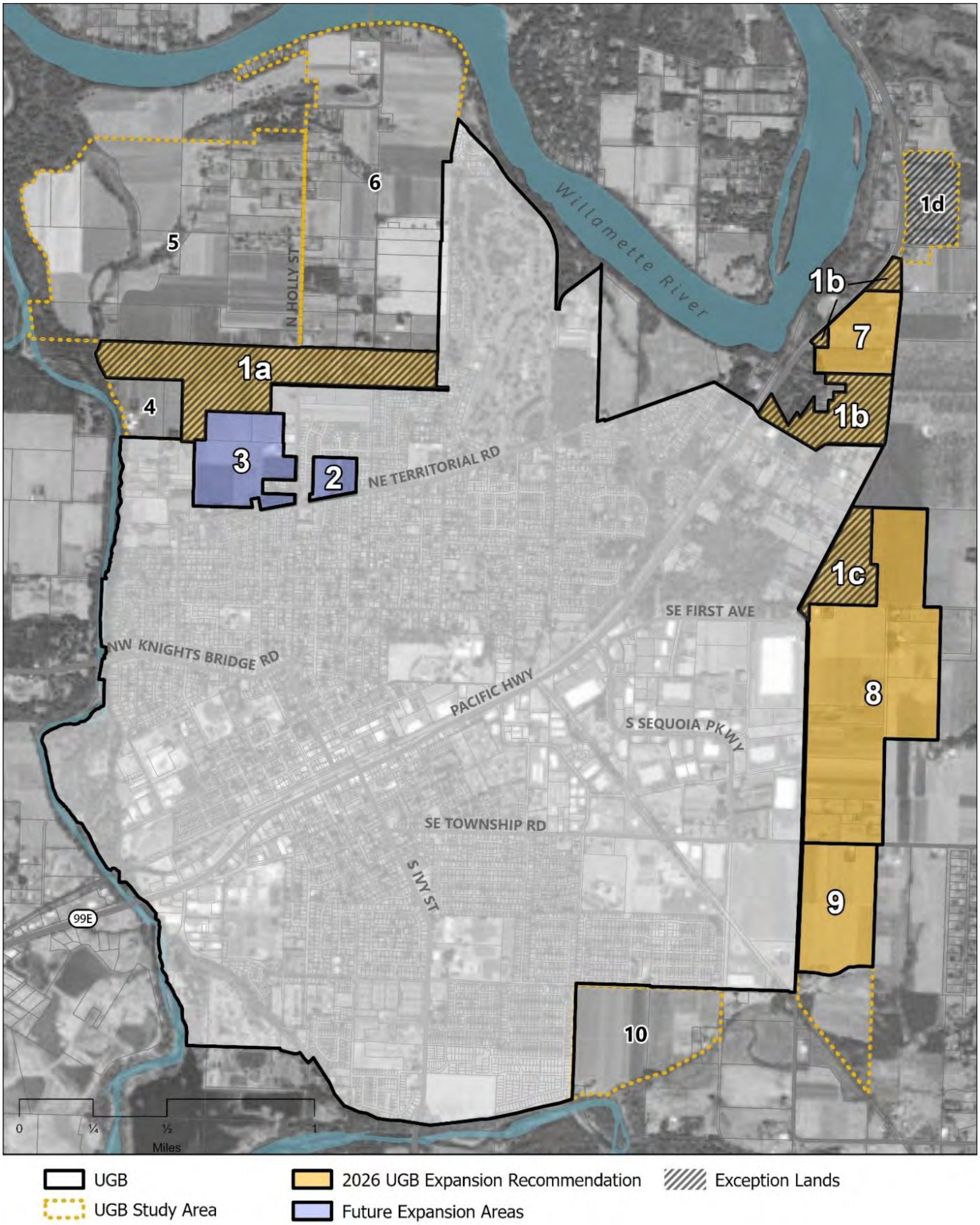
*Subject to City decisions about neighborhood-serving commercial and park land in Subarea 1a.

As shown in Table 33, the Canby UGB Expansion Recommendation is for up to 492.1 acres, including 73.1 acres for residential needs, up to 25.7 acres for park needs, up to 3.7 acres for neighborhood-serving commercial needs, and 389.6 acres for employment needs. The 492.1-acre total of unconstrained land is 49.6 acres less than the identified land need.

Table 33. UGB Expansion Recommendation by Subarea

Land Use	Land Need	UGB Expansion Recommendation	
		Gross Acres	Unconstrained Acres
Residential	73.1 acres	73.1 acres	73.1 acres
Neighborhood-Serving Commercial	3.7 acres	Up to 3.7 acres	Up to 3.7 acres
Parks	25.7 acres	Up to 25.7 acres	Up to 25.7 acres
Employment	439.2 acres	413.5 acres	389.6 acres
TOTAL	**541.7 acres**	**Up to 516 acres**	**Up to 492.1 acres**

Figure ES1. Urban Growth Boundary Expansion Recommendation



1. Introduction

Population increases in Canby, Clackamas County, and Oregon have remained steady for the past 20 years. According to Portland State University's Population Research Center (PRC), the trend will continue. The 2022 PRC forecast for Canby shows the population within Canby's Urban Growth Boundary (UGB) increasing by approximately 6,000 new residents by the year 2043, bringing the total to nearly 25,000.

Canby's 2023 Economic Opportunities Analysis (EOA) identifies a deficit of 446.8 acres to meet employment land needs through 2043, including land for infrastructure. This number was reduced to 439.2 acres through efficiency measures. The City's Housing Needs Analysis (HNA) identifies a need for 73.1 acres, including land for infrastructure, schools, and other public facilities. The City is considering the addition of up to 3.7 acres to the residential land need for neighborhood-serving commercial subject to State review and approval. The City also identified a need of 25.7 acres for parks based in part on the City's aspirational level of service (LOS) in the adopted 2022 Comprehensive Parks and Recreation Master Plan. The combined estimate is for 541.7 acres to meet the City's 20-year land need.

This Urban Growth Boundary Expansion Report follows the guidance provided by Statewide Planning Goal 14: Urbanization, which incorporates the requirements of ORS 197A.300 to 197A.325 Amendment of Urban Growth Boundary Outside Metro. The report answers the following questions to justify an urban growth boundary (UGB) expansion for Canby: Is any additional land needed for one or more urban uses, and if so, how much? If additional land is needed, how much can be accommodated within the current UGB? If additional land is needed outside the UGB, where is the best place to expand the boundary? What other amendments are needed to comply with the Statewide Planning Goals?

The Canby UGB Expansion Report provides information to meet the following steps in the UGB expansion process:

1. Establish Land Need
2. Establish Study Area
3. Analyze Study Area
   a. Establish Parcel Prioritization
   b. Apply Suitability Analysis
   c. Apply Goal 14 Location Factors
4. Evaluate Urbanization Potential

Policy Framework

Statewide Planning Goal 14: Urbanization guides UGB expansions in Oregon. The purpose of Goal 14 is "to provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities."

To amend a UGB, a city must complete a boundary location analysis, comparing alternative locations and considering which addition to the UGB will result in the most accommodating and cost-effective boundary, while creating the fewest conflicts with neighboring land uses, and causing the fewest negative environmental and economic impacts.

Through discussions with staff from the Department of Land Conservation and Development (DLCD), the City determined that the Standard Method for UGB expansions best suits Canby.

The Standard Method is governed by Oregon Administrative Rule (OAR) 660-024. The rule regulates how to establish a Study Area to evaluate land for inclusion in the UGB and the priority of land for inclusion in the UGB. In addition, the four boundary location factors of Goal 14 must be applied. OAR 660-024 has been amended, but Canby is working under the version that is effective through December 31, 2026.

Canby has also enrolled in the Sequential Method for UGB expansions. Oregon Administrative Rule (OAR) 660-025-0185 and Oregon Revised Statutes (ORS) 197.626(3) govern the Sequential Method. This allowed the City to adopt the EOA and HNA in advance of a UGB expansion.

The 1992 Clackamas County – City of Canby Urban Growth Management Agreement (UGMA, Appendix A) establishes a site-specific Urban Growth Management Boundary (UGMB) that includes unincorporated land within Canby's UGB, and procedures for City and County governance of the unincorporated areas within the UGMB. The UGMA does not stipulate any specific procedure for amending the UGMA and/or the UGMB other than a general description of planning and coordination responsibilities.

Relevant Clackamas County Comprehensive Plan, Land Use: Urbanization policies include:

4.A.2 Coordinate with affected cities in designating urban areas outside of Metro. Land designated as a Rural Reserve, as shown on Map 4-9, shall not be designated as an Urban Reserve or added to an urban growth boundary. The following areas may be designated as Urban:

4.A.2.1 Land needed to accommodate 20 years of future urban population growth.

4.A.2.2 Land needed for increased housing, employment opportunities and livability from both a regional and subregional view.

4.A.2.3 Land to which public facilities and services can be provided in an orderly and economic way.

4.A.2.4 Land which insures efficient utilization of land within existing urban areas.

4.A.2.5 Land which is best suited for urban uses based on consideration of the environmental, energy, economic and social consequences.

4.A.2.6 Agricultural land only after considering retention of agricultural land as defined, with Class I having the highest priority for retention and Class VI the lowest priority.

4.A.2.7 Land needed after considering compatibility of proposed urban uses with nearby agriculture activities.

4.A.2.8 Land where the strategic location of employment and living opportunities can minimize commuting distance, traffic congestion, pollution and energy needs.

4.A.3 Land use planning for urban areas shall integrate all applicable policies found throughout the Plan including the following:

4.A.3.1 Locate land uses of higher density or intensity to increase the effectiveness of transportation and other public facility investments.

4.A.3.2 Encourage infilling of Immediate Urban Areas with a minimum of disruption of existing neighborhoods (see infill policies in the Housing Chapter).

4.A.3.3 Enhance energy conservation and transportation system efficiency by locating opportunities for housing near work and shopping areas.

4.A.3.4 Integrate developments combining retailing, office, and medium and high density housing at places with frequent transit service and pedestrian facilities.

4.A.4 Establish Urban Growth Management Areas and Urban Growth Management Agreements to clarify planning responsibilities between the County and cities for areas of mutual interest.

4.A.5 Establish agreements with cities and service districts to clarify service and infrastructure responsibilities for areas of mutual interest.

The Canby Comprehensive Plan also governs UGB expansions and implements the UGMA. The Urban Growth Element of Canby's Comprehensive Plan[1] includes two goals: 1. To preserve and maintain designated agricultural and forest lands by protecting them from urbanization; 2. To provide adequate urbanizable area for the growth of the city, within the framework of an efficient system for the transition from rural to urban land use.

Relevant Canby Comprehensive Plan, Urban Growth Element policies include:

1.1 Coordinate growth and development plans with Clackamas County as defined in the Clackamas County-City of Canby Urban Growth Management Agreement (UGMA), and other government and tribal agencies.

<u>Strategies</u>

1.1.1 Periodically review and update the UGMA. Proposed changes to the urban growth management area shall be based upon an analysis of both short-term and long-term need for urban expansion in accordance with state law. This area, lying immediately outside the Urban Growth Boundary, represents the general geographical area where Canby and Clackamas County will continue to coordinate planning activities, including those pertaining to requests for changes in land use.

1.1.2 Comprehensive Plan changes for the unincorporated areas within the Urban Growth Management Boundary will be coordinated City-County planning efforts.

1.1.3 Take an active role in the land use planning and development process for lands located in the urban growth management area. Intergovernmental agreements with Clackamas County will be used for planning, land division, land uses, and management of land uses and provision of public facilities and services within the area of interest.

1.1.4 Provide timely notice to DLCD of annexation and UGB amendments, as required in OAR 660-018.

1.2. Use accepted growth management techniques in a manner that will implement the Comprehensive Plan vision, goals, and policies.

<u>Strategies</u>

1.2.1 Update and amend the Urban Growth Boundary when conditions satisfy adopted local and state standards for urban growth boundary amendments.

1.2.2 Areas eligible for annexation should be located within the Canby Urban Growth Boundary and contiguous to the existing city limits.

[1] The Canby Comprehensive Plan is currently being updated but will continue to implement the UGMA.

1.2.3 An adequate quantity and quality of urban services must be available to serve the subject site, or have evidence that it is feasible that adequate urban services can be made available within a reasonable period of time after annexation. Increased levels of urban service shall not place unreasonable burdens on the service providers or existing users. An adequate level of urban services shall be defined as:

- Municipal sanitary sewer and water service
- Power and other private utility service
- Multimodal roads with an adequate design capacity for the proposed use and projected future uses
- Police and Fire
- School facilities and services

The burden of providing the above findings is placed upon the applicant.

1.2.4 Where such public facilities as sewer and water lines are provided within a road right-of-way, annexation should be encouraged simultaneously on both sides of the road to assure maximum efficiency in the use of those services and to reduce development costs.

1.3 Ensure the efficient and effective provision of infrastructure to serve newly annexed areas.

Strategies

1.3.1 Canby's Annexation Development Map should continue to require Development Concept Plan (DCP) for properties for annexed properties to ensure adequate city infrastructure and development patterns.

Process Overview

The UGB Expansion project commenced in January 2023. A Project Advisory Committee (PAC) convened to guide the process and make recommendations for Planning Commission and City Council consideration. The PAC met 7 times through June 2026. All meetings were noticed and open to the public, The PAC reviewed the Preliminary and Final UGB Study Area, parcel prioritization, draft Goal 14 Boundary Location Analysis, and the revised Goal 14 Analysis with UGB expansion recommendation.

The PAC is made up of the following representatives:

- Mayor Brian Hodson
- City Councilor Jason Padden
- Jason Bristol
- Kari Duncan
- Matt English
- Dan Ewert
- Tony Helbling
- Hether Hill
- Sam Johnston
- Ray Keen
- Ron LeBlanc
- Mitch Magenheimer
- Sarah Magenheimer
- Ethan Manuel
- Mindy Montecucco
- Cindy Moore
- Susan Myers
- Kirk Olsen
- Jennifer Patterson
- Tom Scott
- Audrey Traaen
- Ben Wiley

The Technical Advisory Committee (TAC) consists of City Department staff, county staff, and state agency representatives, as well as members of other transportation organizations. The TAC met 4 times through June 2026. TAC members reviewed the final UGB Study Area, parcel prioritization, Land Use Efficiency Measures, draft Goal 14 Boundary Location Analysis, and the revised Goal 14 Analysis with UGB expansion recommendation.

The TAC is made up of the following representatives:

- Don Hardy, City of Canby
- Jerry Nelzen, City of Canby
- Ryan Potter, City of Canby
- Jeff Snyder, City of Canby
- Heidi Muller, Canby Area Transit
- Matt English, Canby Fire
- Karen Buehrig, Clackamas County
- Stephen Williams, Clackamas County
- Kelly Reid, DLCD
- Seth Brumley, ODOT
- Debbie Martisak, ODOT Freight Mobility
- Avi Tayar, ODOT

Community Summits

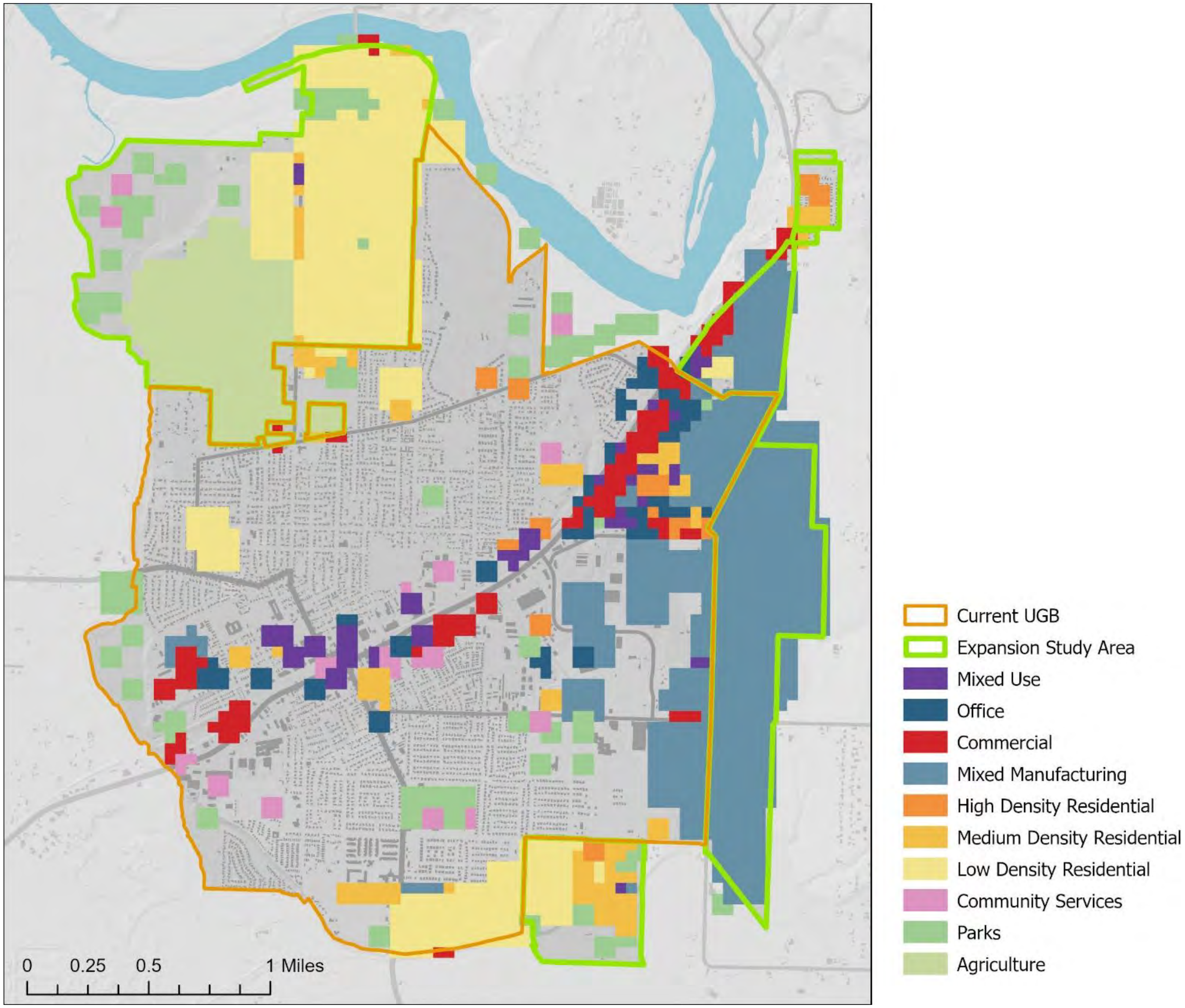
At key milestones in the project. Community Summits engaged the public around a potential UGB expansion for Canby. At two of the summits, a mapping activity was used to gather feedback from community members on the location, land uses, and residential densities of a potential UGB expansion. The mapping activity included information about known opportunities and constraints of land within the UGB Expansion Study Area and stickers were designed to mimic land use designations and with densities necessary to meet the forecasted need. It was also used to gain feedback from the community on needed improvements to local systems and infrastructure.

An online mapping activity was provided on the *Cultivating Canby* website for community members unable to attend an in-person summit. It asked participants to place "pins" where they would like to see different types of development occur. The map included both city boundaries and the UGB Study Area. Development patterns supported by participants were very similar to those indicated at the in-person summits.

- Community Summit #2 occurred in November of 2023 and hosted approximately 150 people.
- Community Summit #3 occurred in January of 2024 and hosted approximately 50 people
- Online mapping exercise garnered approximately 44 placements for desired development types from November of 2023 to February of 2024.

Figure 1 is a composite of land use vision maps created at Summits #2 and #3.

Figure 1. Cultivating Canby Summits Composite Map



Source: Canby Community Summits #2 and #3.

Summit participants placed residential uses in the northwest portion of the Study Area, and spoke about preserving farmlands for the northwest portion of the UGB Study Area, specifically focusing on Swan Island Dahlias and associated nurseries. Participants generally located manufacturing and industrial uses in the eastern and southeastern portions of the UGB Study Area. Participants placed commercial uses and mixed use development along Highway 99E. Participants also grouped office uses, commercial uses, high and medium density residential uses, and community services together. These clusters generally occurred in the eastern and southern regions of the city, moving into the UGB Study Area.

Participants identified street improvements, including the Walnut Street Extension and improvements to Highway 99E. They also advocated for the creation of Canby's "Emerald Necklace" trail system to increase accessibility and convenience by connecting existing parks, trails, and greenways. Connecting the Logging Road Trail with Molalla River State Park was a goal of many community members. Participants also discussed traffic modifications, such as creating roundabouts, providing an overpass or underpass for Canby's train tracks, and creating a bypass around Canby.

Questionnaire respondents located low density residential in the northern region of the UGB Study Area and mixed use development along the Willamette River, near the Canby Ferry, as some wanted to see waterfront businesses with housing above. Respondents located mixed manufacturing and some office space in the eastern portion of the UGB Study Area. Medium and high density residential was located along Highway 99E, in downtown Canby, and in the southern portion of the UGB Study Area. Respondents added parks in the northern and southern regions of the city near housing developments, noting that parks should be connected to trails and other open spaces.

At Summit #4, community members viewed a presentation of the final Study Area and parcel prioritization. Summit #5 was designed to accommodate Canby's Spanish speaking community members and covered a wide range of topics including the potential UGB expansion. At Summit #6, community members reviewed and provided feedback on the revised Goal 14 Analysis and UGB expansion recommendation. Summit #7 is scheduled for August 2026 to review the UGB expansion recommendation.

UGB Listening Sessions. The City hosted the first of three listening sessions in November 2023. The listening session provided an opportunity for property owners outside of city limits to ask questions about their properties and the overall process. To advertise for the first listening session, a postcard was sent out to addresses within the UGB Expansion Study Area, and approximately 50 people attended the first listening session. The City presented an overview of the UGB expansion process and maps of the Preliminary Study Area. The City also distributed a Frequently Asked Questions (FAQ) document to provide an overview of the UGB expansion process. The FAQ was updated to incorporate questions asked at the listening session and will continue to be updated throughout the project.

The second listening session was held in June 2024, where the City presented the final Study Area and parcel prioritization results. Property owners in the UGB Study Area asked more detailed questions about their properties due to a better understanding of parcel prioritization and a depiction of the Final Study Area.

At the third listening session in June 2026, more than 60 property owners reviewed and provided feedback on the revised Goal 14 Analysis and UGB expansion recommendation.

2. Establish Land Need

This chapter details the steps taken to establish Canby's land need:

- Analyze population growth forecast
- Identify residential land need
- Identify other land need, including parks, schools, and public facilities
- Identify employment land need
- Identify site characteristics of needed land

This analysis focuses on estimating the acres needed to accommodate the 20-year population forecast as set by the Portland State University Population Research Center (PRC). It addresses housing, employment, and additional factors including livability, parks, public facilities, and land and parcel suitability.

Population Growth Forecast

The land needed to accommodate the projected growth of residential and employment uses in the 20-year planning horizon is based on the official population forecast, housing type mix, and employment land needs identified in the City's adopted 2024 Housing Needs Analysis (HNA) and adopted 2023 Economic Opportunities Analysis (EOA). The EOA was adopted by City Council in September 2023 and the HNA was adopted by City Council in August 2024. Both studies were subsequently acknowledged by DLCD.

These two studies used the 2022 population forecast prepared by PRC, which projected a population of 24,586 in 2043. This is an increase of 5,931people from 2022, at an average annual growth rate of 1.3%. This growth rate is a larger population increase compared to Clackamas County as a whole.

Land Need: Residential and Public Facilities

The 2024 HNA states that population growth will require the addition of 2,286 new dwelling units between 2023 and 2043. The forecasted housing need of 2,286 dwelling units is partially addressed by 412 units currently in the development pipeline. Once pipeline developments are completed, the remaining housing demand over the next 20 years is expected to consist of 1,874 dwellings.

The forecasted housing mix to address the 20-year demand is expected to consist of: 555 standard lot detached homes, 596 small lot homes and cottages; 364 manufactured homes, townhomes, and plexes (2-4 units per structure); and 359 apartments or condominiums (5+ units per structure) and group quarters units.

These findings result in an overall residential UGB deficiency in Canby of 73.1 acres including right-of-way for roads and public facilities (23%), but not including parks. Canby is not subject to new Oregon Housing Needs Analysis (OHNA) rules that went into effect January 1, 2026 and is therefore not eligible for the safe harbor defined in OAR 660-024-0040 (8)(c) that allows local governments with a population greater than 10,000 to estimate that the 20-year land needs for neighborhood-serving commercial will require an additional amount of land no more than five percent of the net buildable acres added to the UGB to address a residential land need. Neighborhood-serving commercial is defined as "pedestrian-oriented, small-scale commercial development intended to serve surrounding residential areas." However, the City is considering the addition of up to 3.7 acres to the residential land need for neighborhood-serving commercial subject to State review and approval.

Other Land Need: Schools

The City of Canby consulted with the Canby School District and was informed that the School District does not need any additional lands or facilities to accommodate 20-year growth.

Other Land Need: Parks

Land needed for parks, open spaces, and trails is based in part on the City's aspirational level of service (LOS) in the adopted 2022 Comprehensive Parks and Recreation Master Plan, which is 10 acres of parks per 1,000 residents, plus open spaces and trails to connect all residents to a park. Using this standard, estimated 2043 population growth of 5,931 people translates to 59.3 acres of developed core parks.

The City conducted a study of opportunities to develop additional park land within the current UGB. As shown in Table 1, there are three parcels that are city-owned and dedicated for parks but have not yet been developed: Ivy Ridge Park (0.8 acres), Auburn Farms Park (2.3 acres), and Faist Park (0.3 acres); a combined 3.4 acres. Additional city-owned parcels that may be used for future park use include the Walnut Street Extension property (2.4 acres after right-of-way is removed) and the Police Station/Honda Pits property (10.4 acres after the existing police station and skate park are removed); a combined 12.8 acres. In total, the City has identified 16.2 acres of potential park land within the existing UGB.

Table 1. Potential Park Land within Existing Canby UGB

Park	Tax Lot	Description	Acres
Ivy Ridge Park	41E04DC10400	Dedicated through Ivy Ridge subdivision. Ivy Ridge received parks SDC credits.	0.8
Auburn Farms Park	31E28C0200	Identified as Dodds Park in the Parks and Recreation Master Plan.	2.3
Faist Park	41E03BD13400	Land dedicated as part of Faist 5 subdivision. Identified as Faist Park in the Parks and Recreation Master Plan.	0.3
Walnut St. Extension Property	31E34A01600	Right-of-way acres removed.	2.4
Police Station/Honda Pits	41E0500405	Police station and skate park acres removed.	10.4
Total			16.2

Subtracting 16.2 acres of potential park land within the current UGB from the 59.3 acres of identified need to accommodate population growth results in a net parks land need of 43.1 acres.

The City of Canby also examined the population growth park need relative to specific park projects and associated funding sources. As shown in Table 2, 76.9 acres of park projects appear in the 2026 Capital Improvement Plan (scheduled for adoption in July 2026) based on existing budgetary capacity. Subtracting the 16.2 acres of potential parks to occur within the current UGB results in 60.7 acres of available park expansion. The employment land need includes 35.0 acres for a sports/recreation center, leaving 25.7 acres of park land to be accommodated in the UGB expansion area. While less than the total park land needed to accommodate 20 years of growth (43.1), the 25.7 acres included in the UGB amendment aligns with the City's available fiscal resources at the time of expansion.

Table 2. Canby UGB Parks Land Need

Description	Acres
2026 Capital Improvement Plan Parks Projects	76.9
Potential Park Land In Current UGB	16.2
Remaining Park Land Need	60.7
Employment Zone Athletic Facility	*35.0*
UGB Expansion Park Need	***25.7***

Land Need and Site Characteristics: Employment and Public Facilities

The 2023 Canby EOA estimates future employment land need including the number of sites required and typical site characteristics based on expected land uses (Statewide Planning Goal 9). The Canby City Council adopted the EOA on September 6, 2023, identifying the medium growth scenario deficit of 446.8 acres of employment land in the 20-year planning period (2023-2043), . as shown in Table 3. This includes 8.3 acres for commercial uses and 438.5 acres for industrial uses. These totals include an allowance for needed infrastructure right-of-way estimated at 25% of the acreage needed for employment uses.

Table 3. UGB Employment Land Needs (gross buildable unconstrained acres)

Land Use	Acres
Commercial (RC, DC, HC)	8.3
Industrial/Other Employment (CM, LI, HI)	438.5
Total Employment Land Need	446.8

In addition to the amount of land needed, the 2023 EOA also identifies target services and industries for future economic growth consistent with market trends and stakeholder priorities. These industry clusters include:

- Advanced Manufacturing: Energy Systems, Electronic Component Manufacturing, Fabricated Metal Product Manufacturing, Navigational, Measuring, Electromedical, and Control Instruments
- Food/Beverage Processing
- Health Care

The EOA identifies specific site suitability characteristics needed to accommodate these services and industries. Page 24 states, "In light of the fact that the remaining land supply within the City is primarily comprised of smaller tax lots (only 5 vacant commercial tax lots exist with over 1 acre in size), the City should explore strategies that support "special site" preferences for strategic uses, such as a new neighborhood shopping center, lifestyle center, hotel(s), and a medical/health campus that typically require sites ranging from 4-8 acres in size." This also pertains to desired tourism-related facilities listed in the EOA, including trails, parks, camping/RV facilities, sports complex, and amphitheater.

The EOA goes on to say that city policies should "consider whether special site requirements are needed over the long-term that would require additional land area to be annexed in locations to accommodate large industrial uses that cannot be located on existing or planned industrial areas."

Combined, the preliminary 20-year land need for residential and associated uses and employment land needs is approximately 549 acres, as shown in Table 4.

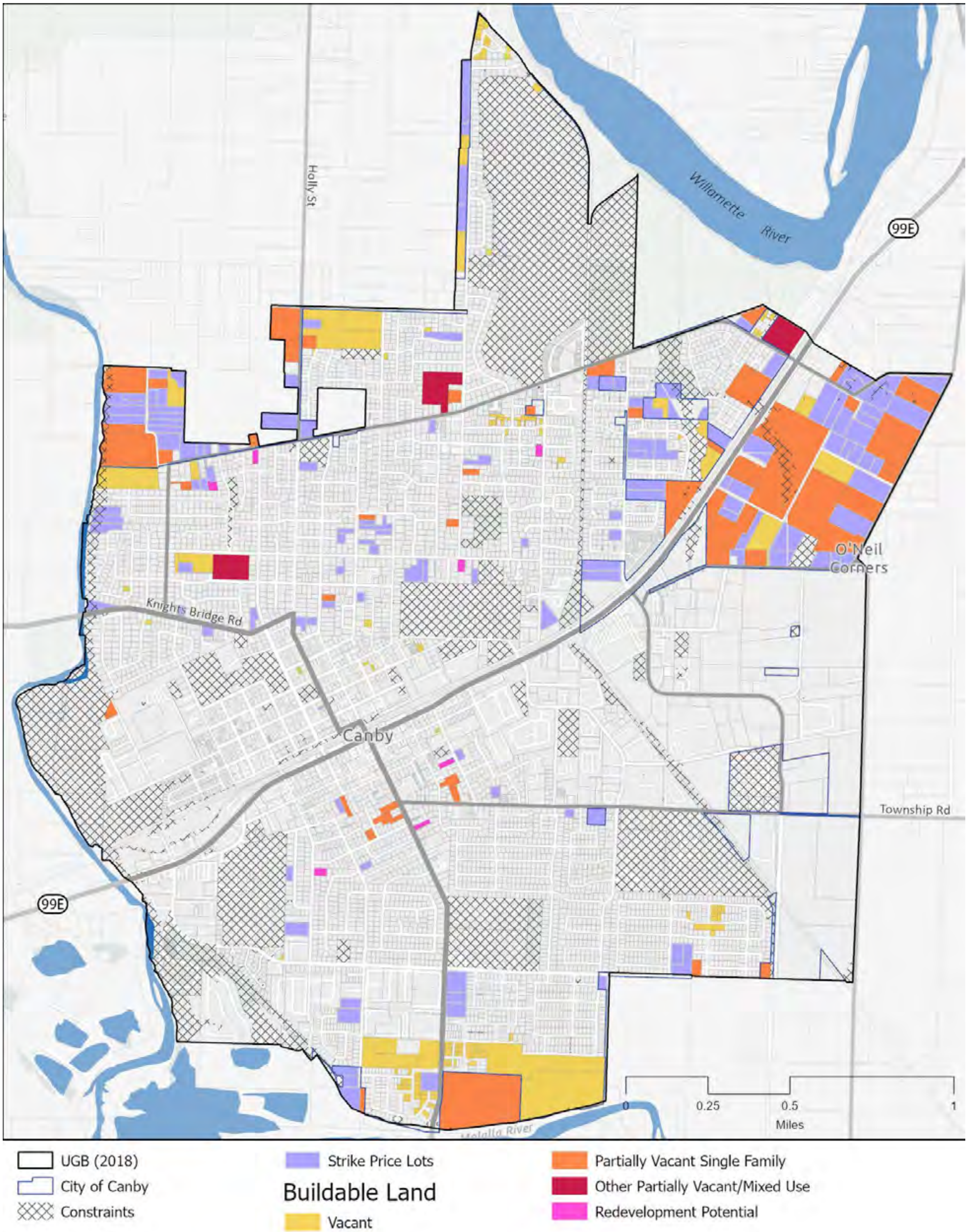
Table 4. Canby Preliminary Residential and Employment Land Need

Land Use	Land Need
Residential (including public facilities)	73.1 acres
Neighborhood-Serving Commercial	3.7 acres
Parks	25.7 acres
Employment (including commercial and industrial properties and public facilities)	446.8 acres
Total Preliminary UGB Expansion Land Need	549.3 acres

Examine Sites within Existing UGB

Prior to pursuing a UGB expansion, the City must demonstrate that the land need cannot reasonably be accommodated on land already inside the UGB. The City is required to evaluate opportunities to provide efficient development of residential land within the existing UGB. The 2024 HNA found that Canby has approximately 439 acres of buildable residential land inside the UGB, as illustrated on the Buildable Land Inventory map (Figure 2).

Figure 2. Residential Buildable Land Inventory



"Land use efficiency measures" increase the capacity for growth within the existing UGB thus reducing the need for UGB expansion. Canby previously adopted efficiency measures that provide additional housing production opportunities including:

- A provision in the zoning code (Chapter 16.82) that allows deviations from development standards for "Special Housing Projects for the Elderly or Handicapped."
- Mixed use development in a specifically defined Downtown Core area of the C-1 Zone is not required to provide parking.
- The R-2 (High Density) residential zone was amended to require a minimum density of 14 du/ac, preventing lower density development.
- The City amended its zoning code to allow duplexes in all low density residential zones to fully comply with HB 2001.

The City is currently pursuing the following land use efficiency measures:

Low Density Residential Zone (R-1)

- Allow cottage cluster developments as permitted use outright.
- Add minimum lot size and modified lot dimensions for townhouses as part of a PUD.
- Establish a maximum residential density standard of six (6) units per acre.
- Increase maximum impervious surface area to 60%.
- Require that townhouse developments shall not exceed six (6) consecutive attached dwellings separated by at least 10 feet if part of a PUD.

Medium Density Residential Zone (R-1.5)

- Allow cottage cluster developments as a permitted use outright.
- Allow fourplexes as a permitted use outright.
- Increase the maximum townhouse grouping from three (3) to six (6) dwelling units.
- Decrease the minimum townhouse lot size from 3,000 to 1,800 square feet as part of a PUD.
- Require that townhouse development shall not exceed six (6) consecutive attached dwellings in a row and that groupings should be separated by at least 10 feet.

Planned Unit Development (PUD)

- All uses permitted outright or conditionally may be permitted with a PUD.
- Allow uses to be spread across a PUD site, regardless of the underlying base zone.
- Create exception for cottage clusters in PUDs for the purpose of calculating the minimum open space requirement.
- Add approval criteria for a density bonus.
- Create exception that cottage cluster units do count toward maximum density allowance within a PUD.
- Allow the total base zone density to be spread throughout the PUD site, regardless of the underlying base zone.
- The 20% density bonus requires a minimum of 5% of the PUD dwelling units to be single-story with one accessible entrance.

Upzone Parcels within Area J

Area "J" is an 183-acre master planned area within the Canby UGB located northeast of the City and bounded on the west side by Highway 99E, SE 1st Avenue to the south, Haines Road to the east, and the UGB to the north. City Council recently confirmed that staff should pursue Comprehensive Plan Map changes for 56.8 acres within Area J. Proposed changes will reduce the number of acres designated Low Density Residential (LDR) and increase the number of acres designated Medium Density Residential (MDR), High Density Residential (HDR), and Commercial (C) as shown in Table 5.

Table 5. Canby Area J Comprehensive Plan Map Changes

Comprehensive Plan Designation	BLI Buildable Acres	New Buildable Acres	Net Change Buildable Acres
Low Density Res	36.56	20.20	-16.36
Medium Density Res	20.24	24.00	3.76
High Density Res		5.00	5.00
Commercial		7.60	7.60
Total	56.80	56.80	0.00

The Comprehensive Plan Map changes will result in a net increase of 43 dwelling units in the area, with 89 fewer single family detached units and an additional 129 middle housing units.

Table 6 shows that these changes:

- Increase the need for LDR by 8.8 acres, decrease the need for MDR by 3.8 acres, and decrease the need for HDR by 5.0 acres.
- Result in no change to the residential land need.
- Result in a 7.6 acre decrease of commercial land need.

Table 6. Canby UGB Expansion Land Need Adjustments

Land Use Categories	Comp Plan Designations	Preliminary UGB Land Need*	Area J Changes	Final UGB Land Need
Residential Categories				
Single Family Standard Lot	LDR	(22.62)		(22.62)
Single Family Small Lot & Cottages		(33.93)	(8.80)	(42.73)
Townhomes/Plexes (2-4 units)	MDR	(8.10)	3.80	(4.30)
Multifamily/Other	HDR/varies	(8.42)	5.00	(3.42)
Residential Subtotal		**(73.07)**		**(73.07)**
Employment Categories				
Commercial	RC, DC, HC	(8.30)	7.60	(0.70)
Industrial/Other	CM, LI, HI	(438.50)		(438.50)
Employment Subtotal		**(446.80)**		**(439.20)**

Source: FCS GROUP

**Derived from HNA and EOA*

The land use efficiency measures result in a 7.6-acre reduction to the commercial land need, bringing that total to less than one acre (0.70). Canby still has a deficit of up to 541.7 acres to accommodate projected growth over a 20-year planning period, including a residential deficit of 73.1 acres, a parks deficit of 25.7 acres, and an employment deficit of 439.2 acres as shown in Table 7.

Table 7. Canby Residential and Employment Land Need

Land Use	Land Need
Residential (including public facilities)	73.1 acres
Neighborhood-Serving Commercial	3.7 acres
Parks	25.7 acres
Employment (including commercial and industrial properties and public facilities)	439.2 acres
Total Preliminary UGB Expansion Land Need	541.7 acres

3. Establish Study Area

This chapter establishes the Canby UGB Expansion Study Area evaluation to satisfy the land needs identified in Chapter 2. The process of establishing a study area is dictated by Oregon Administrative Rules, and includes the following:

- Establish Preliminary Study Area
- Exclude Lands from Preliminary Study Area
- Establish Study Area

Create Preliminary Study Area

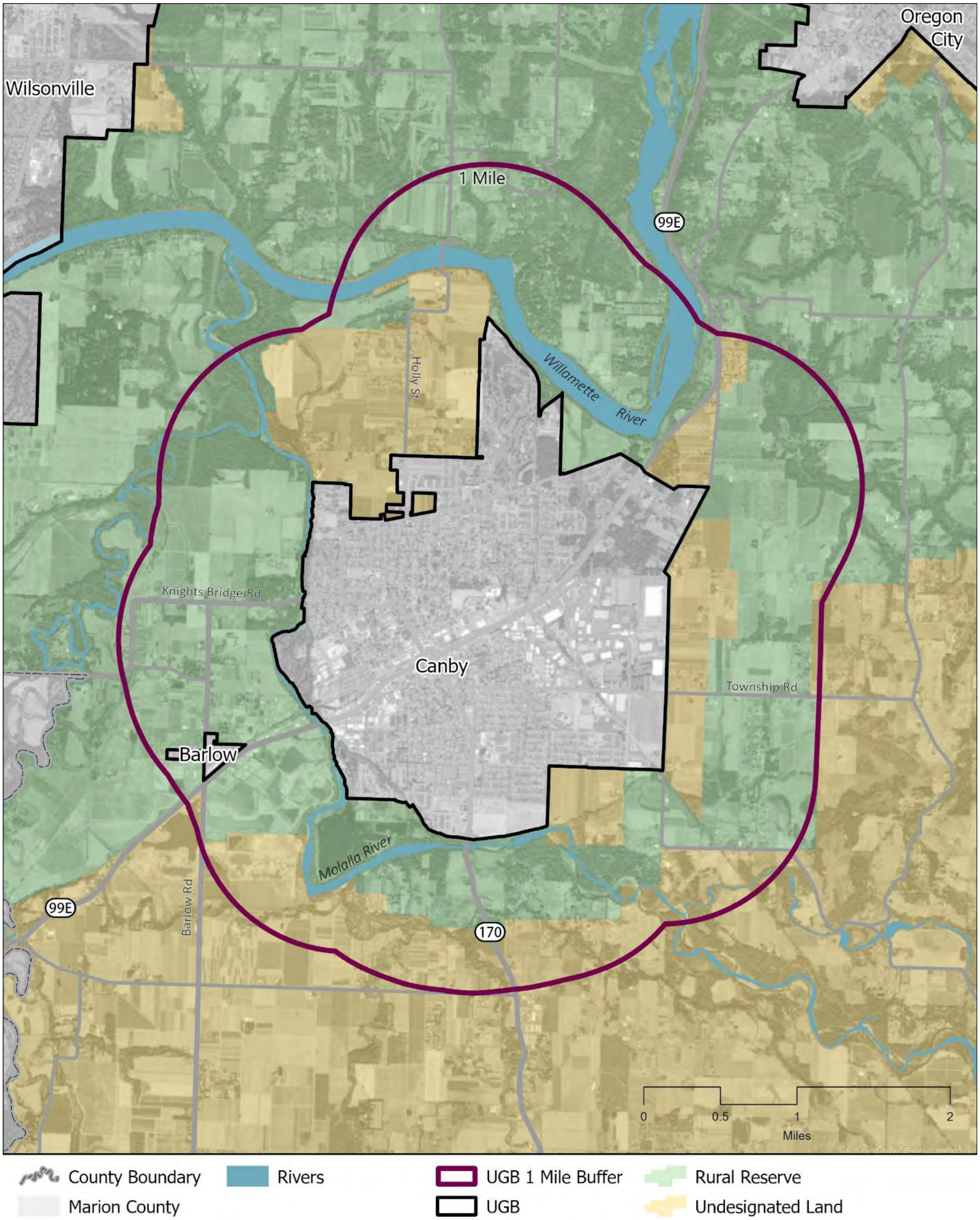
Rules for defining the area to be considered for expansion, known as the Preliminary Study Area, are established by OAR 660-024-0065. The provisions of the administrative rule state that the Preliminary Study Area must include all lands in the City's acknowledged urban reserves and land that is within a certain distance from the acknowledged UGB: one-half mile for jurisdictions of less than 10,000 and one mile for jurisdictions of more than 10,000, or land beyond specified distances at the discretion of the jurisdiction.

As of the 2020 PSU PRC population estimates, the City of Canby had a population of 18,171 residents[2], as stated in both the City of Canby's most recent HNA and EOA. Therefore, the City considered land within one mile of the current UGB, known as the "one mile buffer" for the Preliminary Study Area.

Canby has no urban reserves and is surrounded by a combination of rural reserves and "undesignated" areas, as illustrated in Figure 3.

[2] "2020 ANNUAL OREGON POPULATION REPORT TABLES," Population Research Center, Portland State University, April 15, 2023, https://www.pdx.edu/population-research/sites/populationresearch.web.wdt.pdx.edu/files/2023-04/2022%20Annual%20Population%20Report%20Tables%20.pdf.

Figure 3. Preliminary Study Area with Undesignated Lands and Rural Reserve Lands



The Canby UGB Expansion Preliminary Study Area contains “exception areas” with existing county zoning designations: Rural Residential Farm Forest 5-Acre (RRFF5), Rural Area Residential 2-Acre (RA2), and Rural Industrial (RI). Exception areas are rural lands that have the physical properties that make it suitable for farm or forest use but are approved by a county with an "exception” to zone the land for urban uses. Exception areas are lands that are either “physically developed" or "irrevocably committed" to non-farm and non-forest uses and have the appropriate corresponding county zoning.[3]

In determining the Preliminary Study Area, OAR 660-024-0065(1)(c) directs cities to include exception areas within the one-mile buffer, and exception areas within one and one-half miles from the current UGB that are contiguous to an exception area within the one-mile buffer.

The Preliminary Study Area for Canby contains exception areas within the established one-mile buffer that extend contiguously beyond that one mile. A secondary buffer was added to the Preliminary Study Area to demonstrate the additional half mile in accordance with OAR 660-024-0065(1)(c). These contiguous exception areas are generally located north of the existing UGB across the Willamette River, and to the northeast of the existing UGB abutting Highway 99E and the Willamette River, as illustrated below in Figure 4.

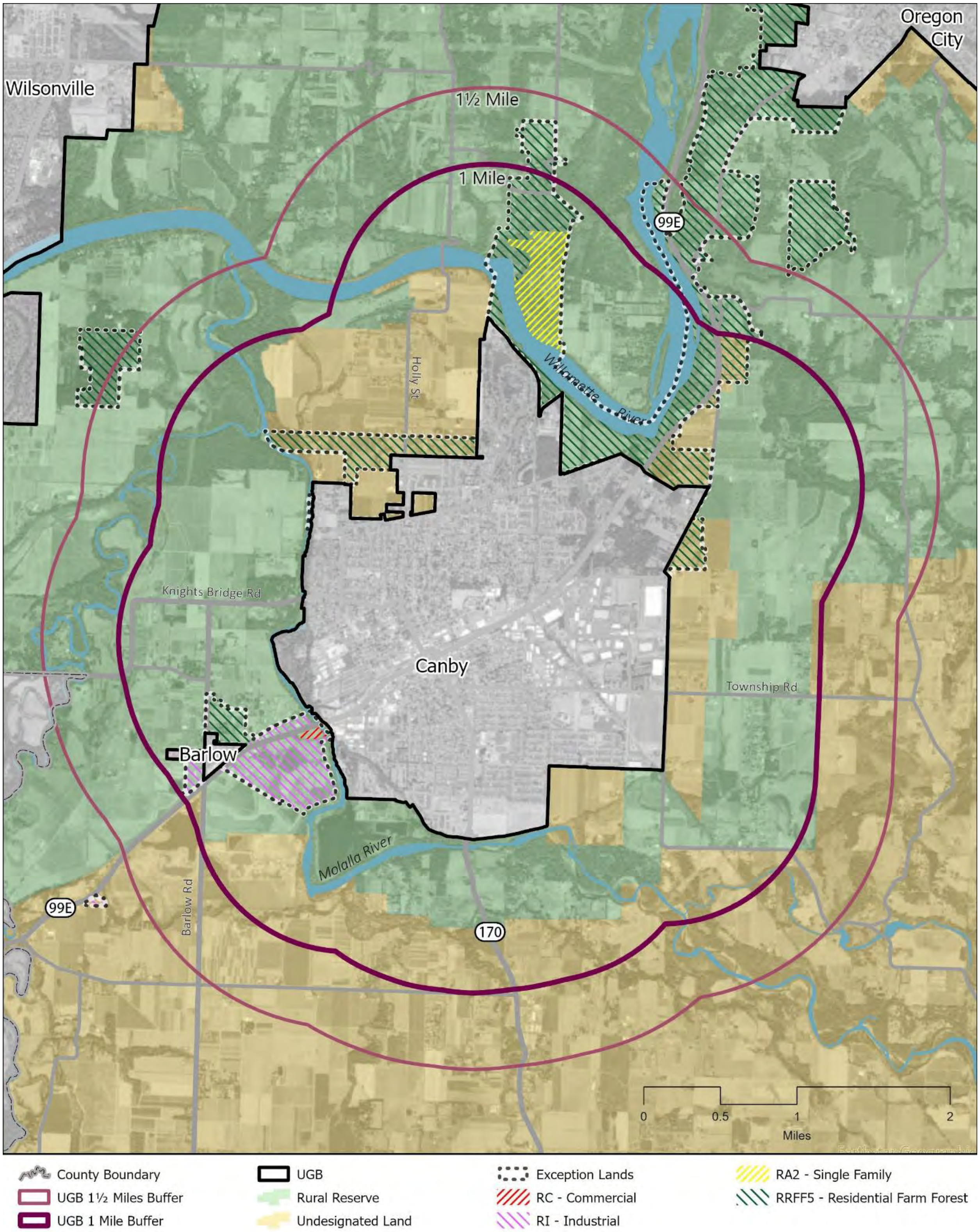
Some of the contiguous exception lands that are included in the Preliminary Study Area within the additional half mile buffer are designated as Rural Reserves. Rural reserves are intended to provide long-term protection for large blocks of agricultural land, forest land, and other important natural landscape features that limit urban development.[4]

Figure 4 illustrates the Undesignated Lands, Rural Reserves, and exception lands and demonstrates where there is overlap between the land categorizations. The contiguous exception area lands are shown grouped together with a dashed line in Figure 4.

[3] “Exception Areas,” Department of Land Conservation and Development: Rural Planning and Development: State of Oregon, accessed November 1, 2023, https://www.oregon.gov/lcd/rp/pages/index.aspx#:~:text=In%20some%20cases%2C%20a%20county,farm%20and%20non%2Dforest%20uses.

[4] “UGBs and Urban/Rural Reserves,” Department of Land Conservation and Development: State of Oregon, accessed November 1, 2023, https://www.oregon.gov/lcd/up/pages/ugbs-and-urbanrural-reserves.aspx.

Figure 4. Preliminary Study Area with Exception Areas Overlap



Exclusion of Lands from the Preliminary Study Area

The rules for establishing the Study Area allow for certain lands to be excluded from the Preliminary Study Area, as established in OAR 660-024-0065(4). The reasons for excluding from the Preliminary Study Area include:

- Lands are impracticable to provide necessary public facilities and services to;
- Lands are subject to natural hazards (flooding); or
- Lands contain specific scenic, natural, cultural or recreational resources.

The City of Canby determined that certain areas within the Preliminary Study Area meet the exclusion criteria of OAR 660-024-0065(4)(a & b) and may be excluded and no longer considered in the UGB Expansion. After completing an exclusion analysis, the City determined that some areas have overlapping criteria that meet the threshold for exclusion.

Areas excluded from the Preliminary Study Area include all rural reserves surrounding the existing UGB and lands across the Willamette River and Molalla River from the existing UGB that are undesignated. There is some overlap between lands considered undesignated and exception lands (based on their existing county zoning designation), and lands that are excluded. These lands are excluded due to their location and impracticability to be served.

Also excluded from the Preliminary Study Area are lands located within the Special Flood Hazard Area (SFHA) identified on the Flood Insurance Rate Map (FIRM).

Additional lands are excluded from the Preliminary Study Area based on the impracticability to provide them with necessary public facilities or services. This determination is based on existing steep slopes, impediments to service provisions based on the likely amount of development that could occur; and the likely cost of facilities and services.

The specific reasons for each exclusion and how these lands meet the thresholds for exclusion in OAR 660-024-0065(4)(a-c) and OAR 660-024-0065(7)(a-c) is discussed in further detail below.

Exclusion of Rural Reserves: Impracticable to Provide Services

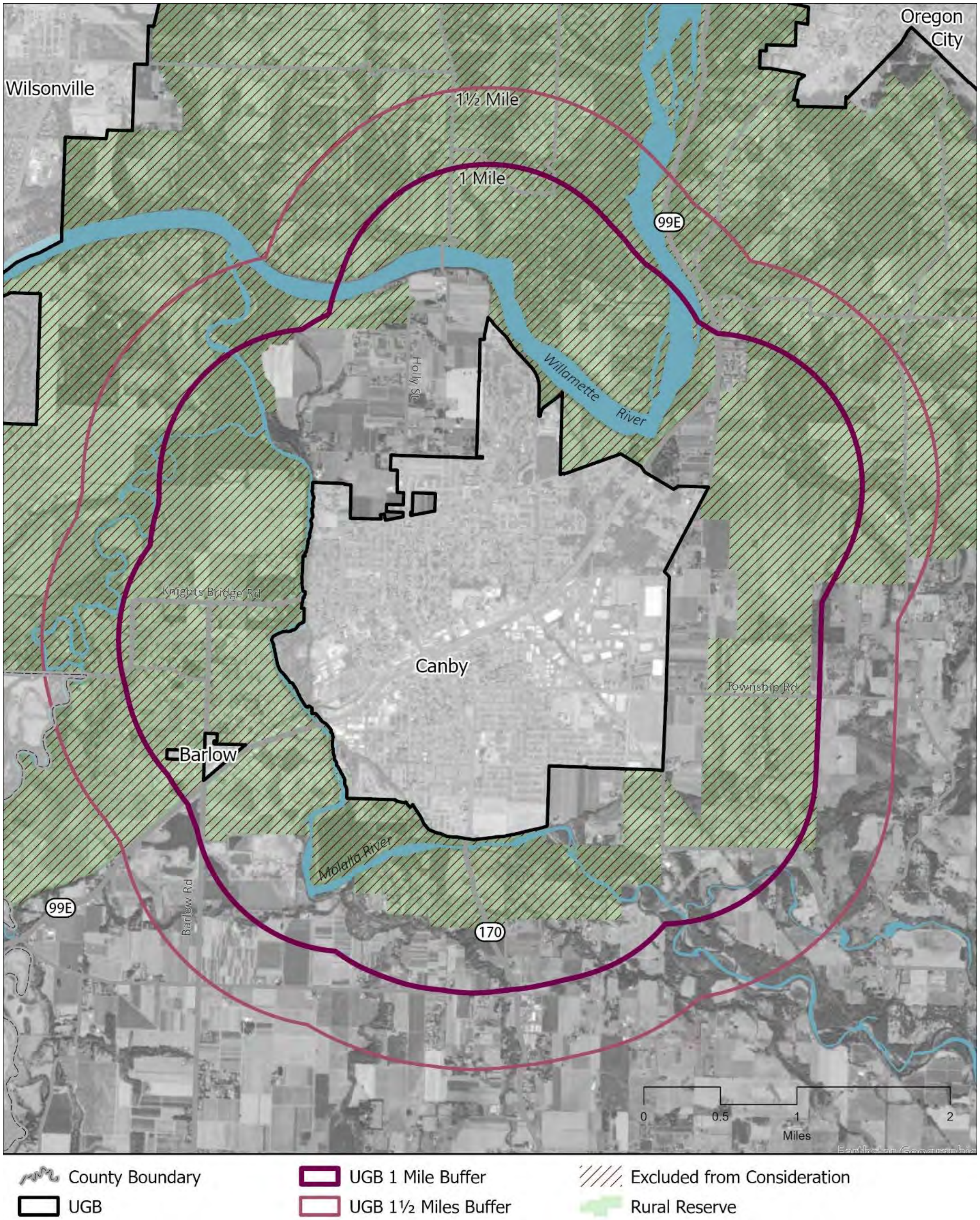
In accordance with OAR 660-024-0065(4)(a), lands that are impracticable to provide necessary public facilities or services to the land may be excluded from the Preliminary Study Area. OAR 660-024-0065(7) describes several reasons why cities may consider land impracticable to provide necessary public facilities or services to. Subsection (b) identifies land that is isolated from existing service networks such that it is impracticable to provide the necessary services.

The rural reserves that surround the existing Canby UGB cannot be included in any UGB amendments pursuant to OAR 660-027-0040(4), which states:

> *(4) Neither Metro nor a local government may amend a UGB to include land designated as rural reserves during the period described in section (2) or (3) of this rule, whichever is applicable.*

The City finds that due to the inability to include rural reserves in a UGB, these lands are isolated from existing services and are considered impracticable to provide services to. All lands that are designated as Rural Reserves are excluded from the Preliminary Study Area. The excluded Rural Reserve areas are illustrated in Figure 5.

Figure 5. Exclusion of Rural Reserves



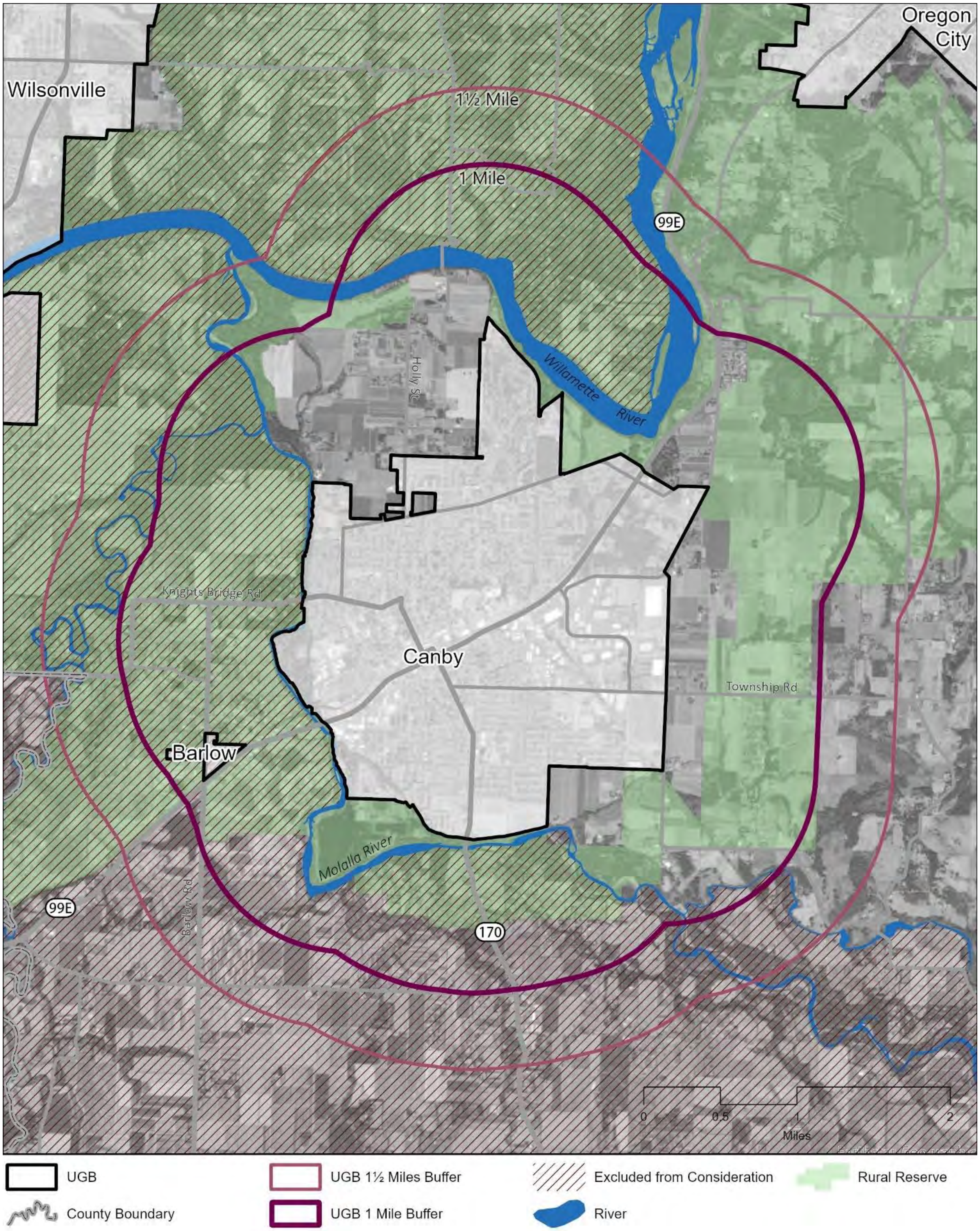
Exclusion of Major Rivers: Impracticable to Provide Services – Impediments to Service

Land in the Preliminary Study Area that is across the Willamette or Molalla rivers from the current City and UGB are excluded due to the areas being impracticable to provide with necessary public facilities. The exclusion of these lands from the Preliminary Study Area is allowed under OAR 660-024-0065(7)(b & c) due to these areas being isolated from existing service networks by “physical impediments” to service provision.

Major rivers or other water bodies that would require a new bridge crossing to serve planned urban development are included as an example of “impediments to service provision” in OAR 660-024-0065(7)(c). The City’s determination to remove these lands from the Preliminary Study Area is based on the likely cost of facilities and services that would be necessary to serve the areas across the two rivers.

All lands that are across the Willamette River and the Molalla River from the existing UGB are excluded from the Preliminary Study Area. The excluded areas are illustrated in Figure 6. Overlap exists between the land across the two rivers from the existing UGB, and lands excluded to the Rural Reserve designation.

Figure 6. Exclusion of Major Rivers



Exclusion of Madrona Road Area: Impracticable To Provide Services – Impediments To Service – Amount Of Development And Cost Of Facilities And Services

The City may exclude land from the Preliminary Study Area based on an evaluation of the likely amount of development that could occur on the land within the planning period (OAR 660-024-0065(7)(b)(A)) and the likely cost of facilities and services (OAR 660-024-0065(7)(b)(B)). The following tax lots north of the current Canby UGB and east of Highway 99-E that abut Madrona Lane are excluded from the Preliminary Study Area:

> 31E26: 1401, 1501, 1502, 1601, and 1603
> 31E27DA: 100, and 102
> 31E27AD: 300, 400, 500, 501, 600, 700, 800, and 900

The City of Canby City Engineer of Record, Curt J. McLeod, PE, from CURRAN-McLEOD, INC. found the tax lots to be impracticable to serve within the planning period due to extremely high construction costs to extend infrastructure to the area due to rock excavation, steep slopes, many required easements, and disruption to landscaping. In addition, the area would yield few additional development sites due to the existing development pattern and unbuildable steep slopes. The infrastructure cost per new lot would exceed the value of the lots. The full letter from Curt McLeod, PE is included with this memo as Appendix 1.

The excluded area described in this section is demonstrated in Figure 7.

Figure 7. Exclusion of Madrona Road Area

Exclusion of Special Flood Hazard Areas: Significant Development Hazards – Flooding

Lands may be excluded from the Preliminary Study Area if the City determines that there are significant development hazards due to a risk of flooding including inundation during storm surges. There are several areas that meet the definition in OAR 660-024-0065(4)(b)(B) that are excluded because they are within the SFHA identified on the FIRM. The City excluded the areas within the SFHA on the following tax lots:

> 31E29A: 200, 300, 401, and 500 located along the Molalla River to the west of the City.
> 31E29D: 300, and 200 located along the Molalla River to the west of the City.
> 41E03: 2400, 2500, 2600, 2601, and 2602 located along the Molalla River to the south-east of the City.

The excluded areas on these properties are illustrated in Figures 8 and 9. Only the areas subject to identified SFHA are excluded from these properties.

The City decided not to exclude all areas within the Preliminary Study Area that contain identified SFHA land at this stage of the process in order to keep these lands in the Study Area for further analysis.

Exclusion of Steep Slopes: Impracticable to provides necessary public facilities or services

The City may exclude land from the Preliminary Study Area because it is impracticable to provide necessary facilities or services to the land within the planning period based on an evaluation of the likely amount of development that could occur on the land within the planning period (OAR 660-024-0065(7)(b)(A)). Areas with steep slopes are excluded for this reason.

The same areas described above as excluded due to presence of SFHA land contain areas of land that have slopes of 25 percent or greater. These areas do not meet the definition of buildable land as they are over 25 percent slope. While this term is only applied to residential land in this context, this heavily sloped land, if kept in the Preliminary Study Area, would not be considered suitable for industrial uses because it contains slopes of more than 10 percent.

Based on the likely amount of development that could occur during the planning period, the City excluded the areas with steep slopes on the following tax lots:

> 31E29A: 200, 300, 401, and 500 located along the Molalla River to the west of the City.
> 31E29D: 300, 200, and 210 located along the Molalla River to the west of the City.
> 41E03: 2400, 2500, 2600, 2601, and 2602 located along the Molalla River to the south-east of the City.

The excluded areas on these properties are illustrated in Figures 8 and 9. Only the areas with slopes of more than 25 percent are being excluded from these properties.

The City decided not to exclude all areas within the Preliminary Study Area that contain slopes of 25 percent at this stage of the process in order to keep these lands in the Study Area for further analysis.

Figure 8. Exclusion of SFHAs and Steep Slopes West of the Existing UGB

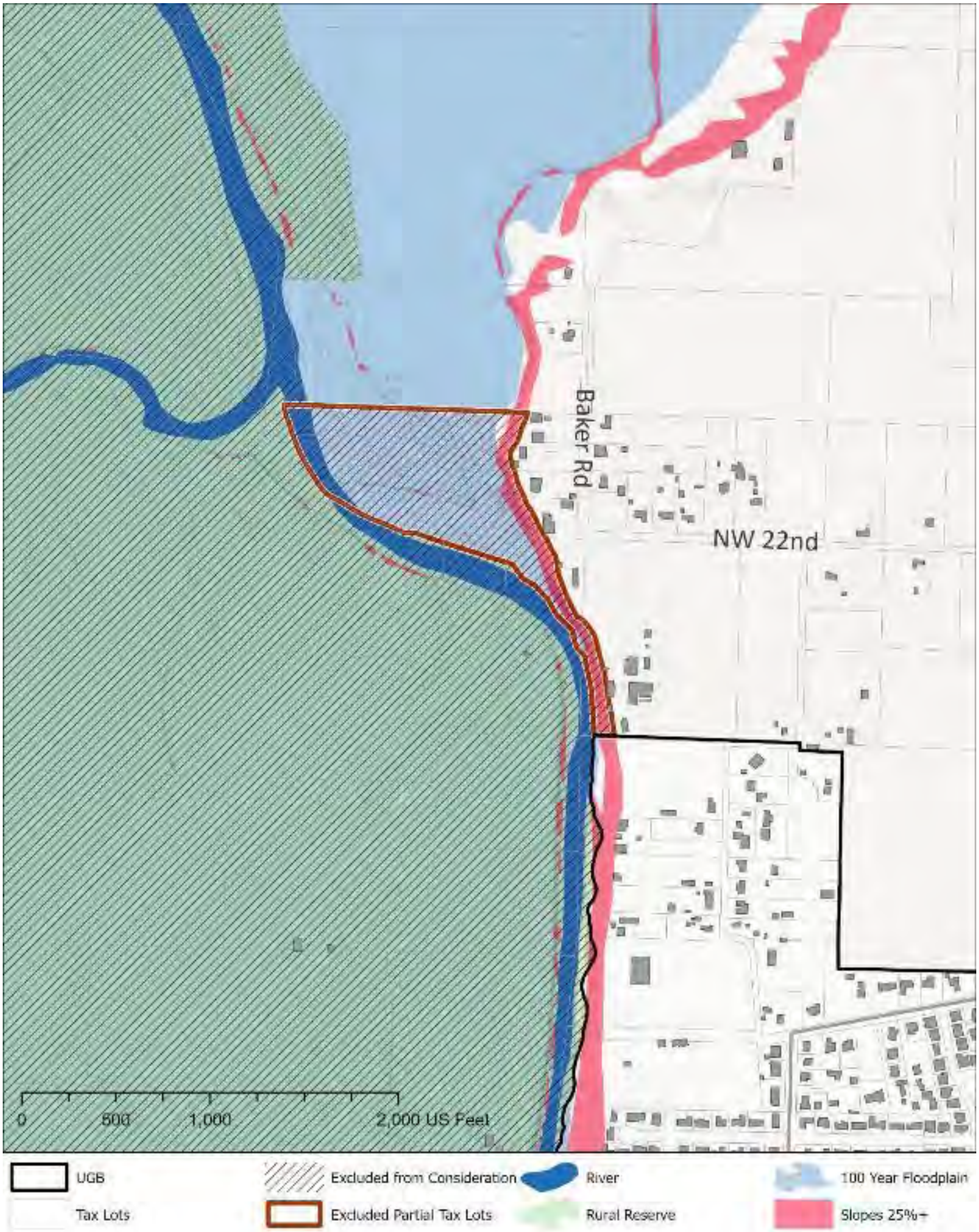


Figure 9. Exclusion of SFHAs and Steep Slopes Southeast of the Existing UGB.

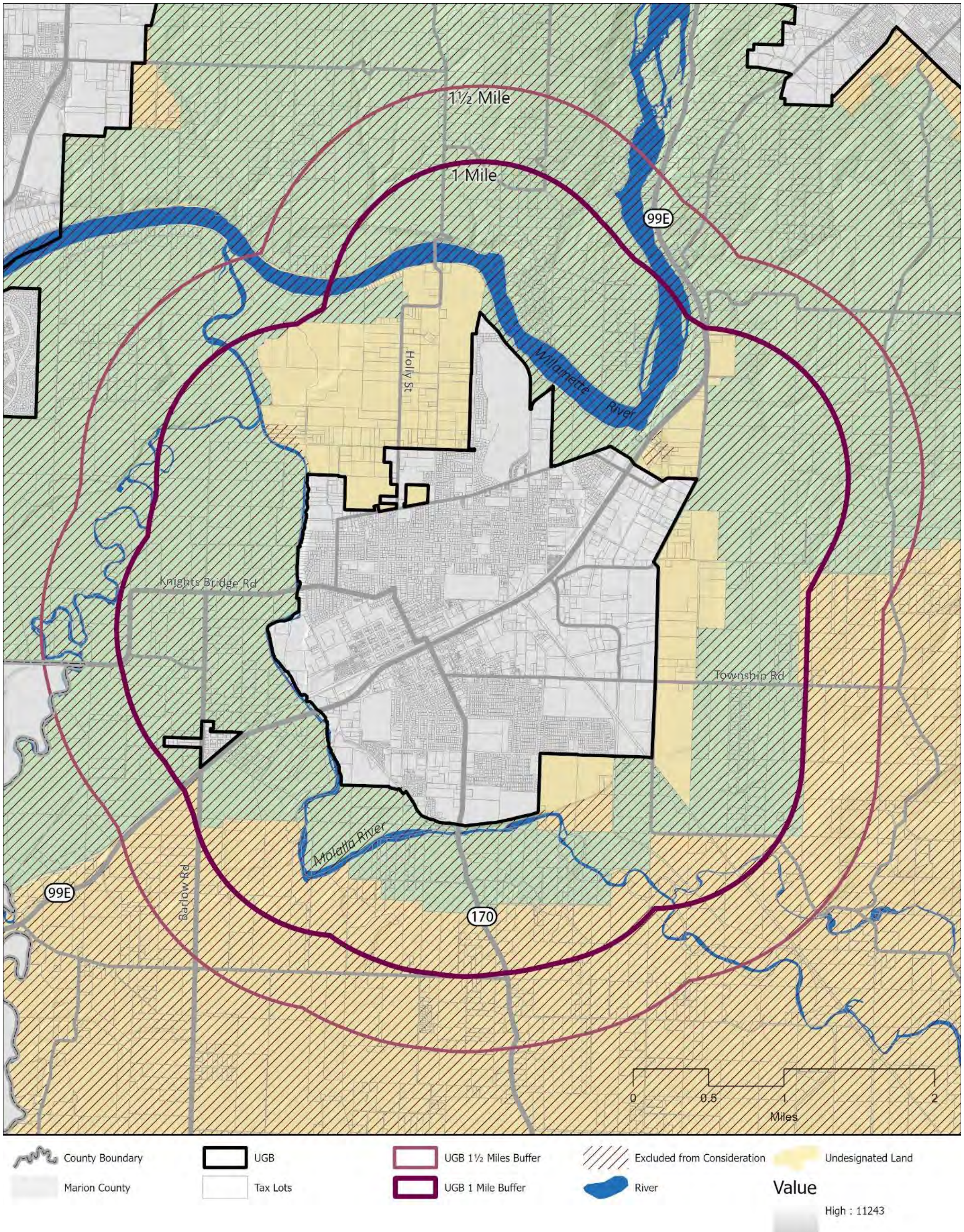
Exclusion Areas Conclusion

In summary, lands from the Preliminary Study Area were excluded using the provisions allowed in OAR 660-024-0065. All excluded lands are shown in the above figures. Upon exclusion of these lands, several locations that are inside the one-and-a-half-mile Preliminary Study Area buffer are now physically separated from the existing UGB. Lands that are physically separated through the above exclusions are no longer considered for inclusion into the UGB as there would not be a contiguous boundary. Providing necessary services to non-contiguous areas within the Study Area is impracticable.

Other areas of land within the Preliminary Study Area, specifically those that are within the SFHA, or contiguous areas of at least 5 acres where 75 percent or more of the land has a slope of 25 percent or greater, remain in the Study Area for further analysis. There are no further adjustments or exclusions to the Study Area.

All excluded areas from consideration are illustrated in Figure 10.

Figure 10. Land Excluded from the Preliminary Study Area



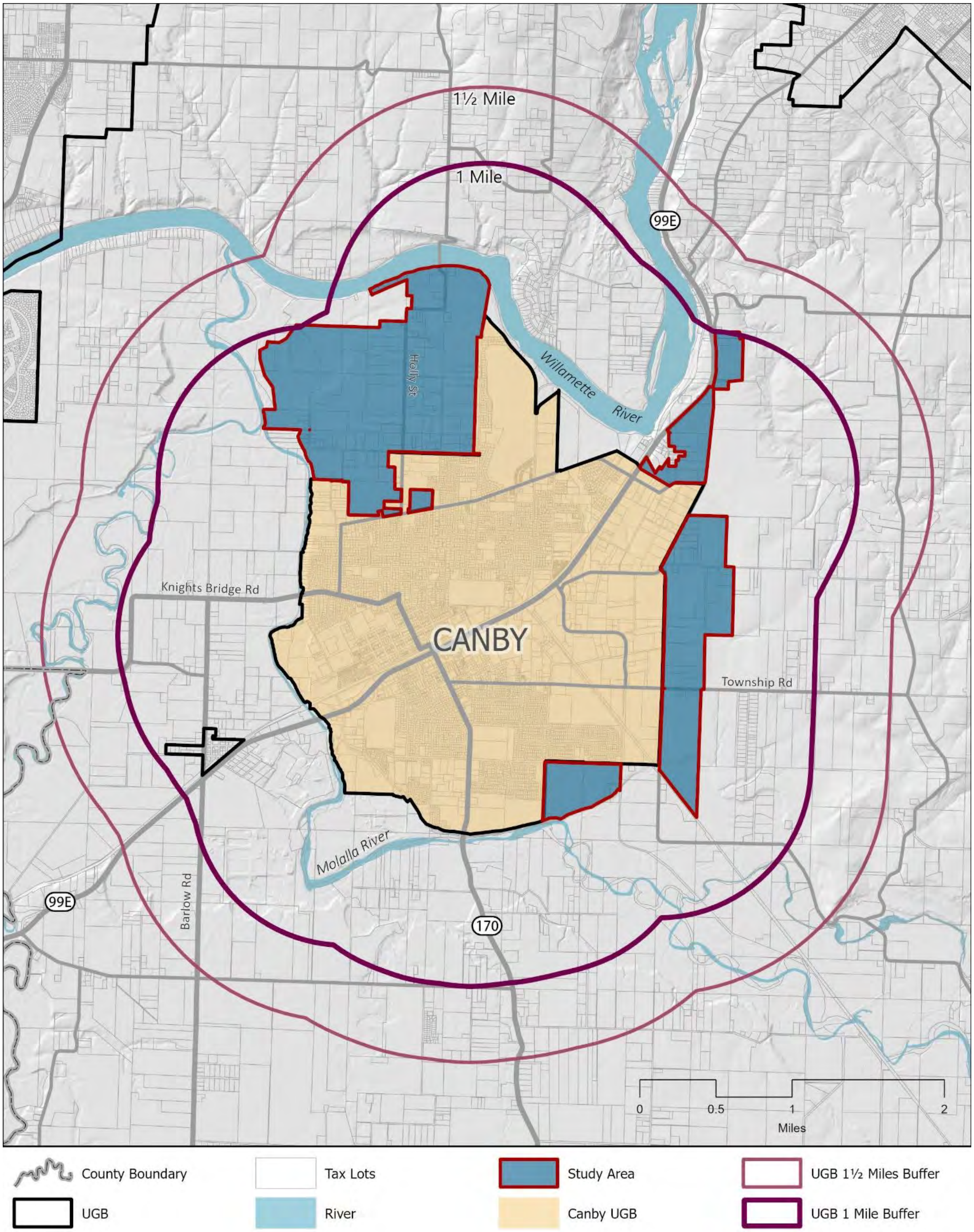
Create Study Area

The land need after applying efficiency measures, as determined in Chapter 2, is 541.7 acres. Total acreage in the final Study Area is 1,555.4 acres after all exclusions. OAR 660-024-0065(5) requires that the Study Area contains at least twice the amount of land needed for the deficiency determined in OAR 660-024-0050(4) and described in Chapter 2. The amount of land in the Study Area meets this threshold.

Figure 12 illustrates the Study Area, which includes 1,555.4 gross acres on 201 tax lots. The Study Area consists only of undesignated lands that currently have Clackamas County zoning designations of Rural Residential Farm Forest 5-Acre (RRFF5) or Exclusive Farm Use (EFU).

The City finds that the Study Area shown in Figure 11 complies with the requirements of OAR 660-024-0065 by establishing a Study Area to evaluate land for inclusion to a UGB.

Figure 11. Canby UGB Expansion Study Area



4. Analyze Study Area

The process for evaluating and prioritizing land for inclusion in the UGB is described in OAR-660-024-0067(2). The highest priority land for inclusion is analyzed for suitability to meet the deficiency for both the employment and residential land need. If there is no excess of suitable first priority land, then all of those lands are established as areas for inclusion into the UGB. If a deficiency of land still exists after the highest priority suitable lands are established for inclusion, the next highest priority of land is analyzed for suitability. If there is an excess of suitable land in a particular priority category, the City will choose which lands in that priority to include into the UGB by applying the boundary location factors of Goal 14. The Goal 14 boundary location factors are used to compare alternative locations and determine which of the excess lands in a particular priority category are most suitable for inclusion into the UGB.

Establish Subareas

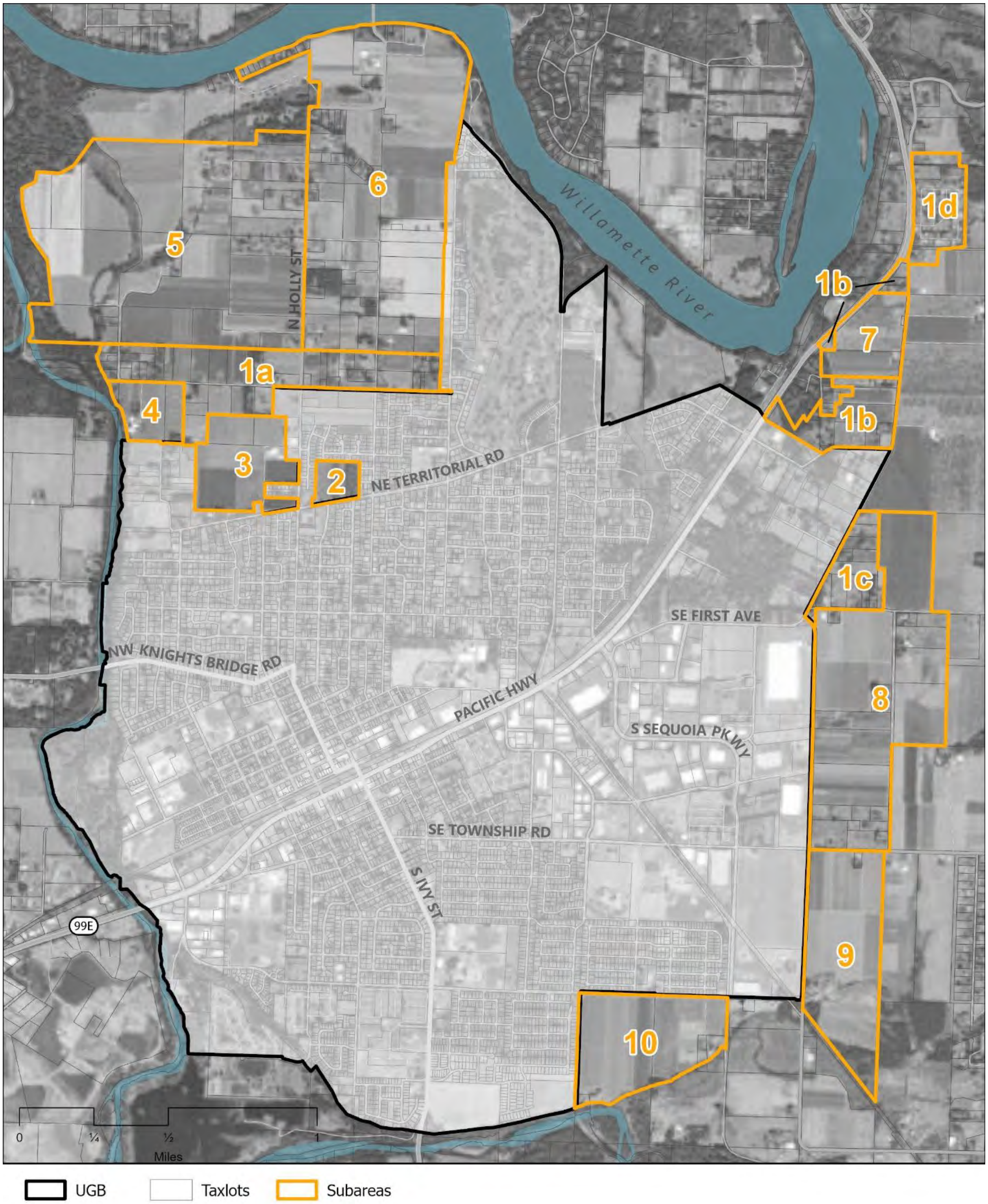
This section provides details about soils and other boundary related considerations to describe the basis for establishing subareas within the Study Area. The boundaries of the subareas are determined by the existing edges of undesignated lands, exception lands, tax lots, and soil types. For non-exception lands, soil types and classifications are considered so that areas of predominantly higher capability soils are not grouped together with areas of soils predominantly of lower capability. The subareas do not contain a mix of exception land and resource lands, and do not include any land designated as rural reserves.

Figure 12 shows the subareas within the Study Area. The subareas and their size in acres are demonstrated in Table 8.

Table 8. Subarea Tax Lots and Acres

Subarea	Number of Tax Lots	Total Acres (Gross)
1a	49	115.9
1b	16	50.0
1c	14	34.3
1d	7	39.0
2	1	13.0
3	3	60.8
4	3	27.8
5	26	392.5
6	60	345.8
7	3	40.5
8	19	228.0
9	2	112.0
10	5	95.9
Total	208	1,555.4

Figure 12. Study Area Subareas



Suitability Criteria

Suitability criteria are defined in OAR 660-024-0067(5)(a-g):

- Parcelization: land consisting primarily of parcels 2-acres or less in size
- Existing development patterns: land that cannot be reasonably redeveloped or infilled within the planning period due to the location of existing structures and infrastructure
- Land that could have been excluded from the Preliminary Study Area, but was included pending more detailed analysis
- Land subject to Goal 5 protections
- For industrial uses, land that is over 10 percent slope or is smaller than 5 acres
- For industrial uses, land that cannot be improved to provide a specific site characteristic
- Land subject to a conservation easement
- Land committed to a use, such as public park, church, school, cemetery, or airport

First Priority for Inclusion (OAR 660-024-0067(2)(a)

The First Priority includes urban reserves, exception lands, and non-resource lands. Canby does not have any acknowledged urban reserves. The Study Area contains areas of exception lands and non-resource lands which are described as subareas 1a, 1b, 1c, and 1d in Figure 13.

There is a gross total of 239.2 acres of exception land in the Study Area, all with existing County zoning designation of Rural Residential Farm Forest 5-Acre (RRFF5). The exception lands are grouped into subareas determined primarily by their county zoning designations. Consideration was also given to existing tax lot boundaries, existing rights-of-way, and soil types when determining the separate exception land subareas.

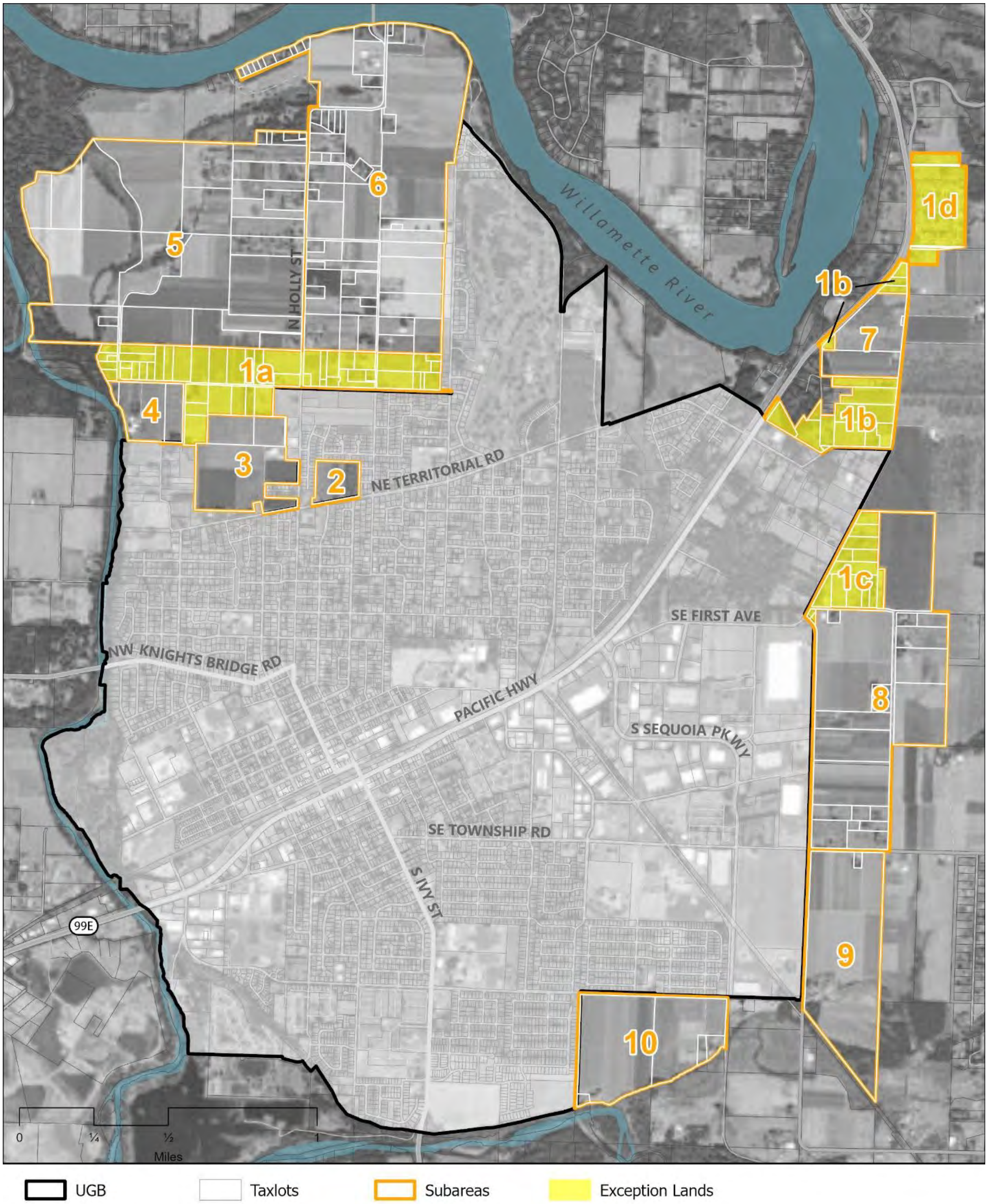
Other exception lands that are within the one mile, and one and one-half mile buffers were previously excluded as described in Chapter 3, using the exclusion criteria of OAR 660-024-0065.

In accordance with OAR 660-024-0067(2)(a), these land areas are the highest priority for inclusion into the UGB. With respect to the suitability criteria of OAR 660-024-0067(5-6) the City determined how much of that land is suitable to meet the need deficiency.

First Priority Suitability Criteria

As established, the exception lands in the Study Area are the highest priority for inclusion due to their non-resource Clackamas County zoning designation. Tables 9, 10, and 11 demonstrate suitability for inclusion to meet the land need, which are separated into commercial, industrial, and residential uses. The columns in each table are based on suitability criteria in OAR 660-024-0067(5).

Figure 13. Exception Land and Subareas



Acres that are considered unsuitable include areas that could have been previously excluded from the Study Area. These acres are unsuitable as lands subject to natural hazards (flooding) or lands that are contiguous of at least 5 acres where 75 percent or more of the land has a slope of 25 percent or greater. These unsuitable lands are grouped together in the "Exclusion Acres" column in the tables and are subtracted from the amount of suitable lands in a given subarea.

Wetlands within the Study Area are also unsuitable based on Canby Development Code Chapter 16.140. The Willamette River Greenway, and streams with regulatory buffers are all unsuitable.

Some overlap exists between unsuitable lands that qualify for exclusion, and unsuitable lands that contain Goal 5 resources. The analysis makes note of these overlapping unsuitable areas and does not count them twice in the tables. There are no historic resources in subareas 1a, 1b, 1c, and 1d.

None of the lands in the Study Area contain conservation easements or committed uses, as described in OAR 660-024-0067(5)(f-g), therefore they are not included in any of the tables.

Table 9 shows that there are 239.1 acres of exception land in the Study Area, of which 200.0 acres are considered suitable to meet the less than an acre of employment land need for commercial uses, after applying the suitability criteria of OAR 660-024-0067(5)(f-g). Subarea 1d is unsuitable for commercial use due to the existing development pattern. The land cannot be reasonably redeveloped or infilled within the planning period due to the existing manufactured home park, cemetery, and Goal 5 resource (historic structure).

Table 9. First Priority Lands Suitability – Commercial

Subarea	Total Acres	# of Tax Lots	# of Tax Lots ≤ 2 acres	Primarily 2 Acres or Less	Exclusion Acres	Goal 5 Acres	Suitable Acres
1a	115.9	49	24	No	0.0	0.0	115.9
1b	50.0	16	7	No	0.0	0.2	49.8
1c	34.3	14	7	No	0.0	0.0	34.3
1d	39.0	14	3	No	39.0	2.9	0.0
Total	239.1	79	38	-	2.9	2.9	200.0

Suitability criteria for industrial uses for employment land need based on the large amount of industrial land need determined in the EOA is shown below in Table 10.

Table 10. First Priority Lands Suitability – Industrial

Subarea	Total Acres	Acres of Tax Lots <5 Acres	Exclusion Acres	Goal 5 Acres	10% Slope	Suitable Acres
1a	115.9	103.2	0.0	0.0	0.4	12.6
1b	50.0	26.1	0.0	0.1	7.6	22.8
1c	34.3	31.5	0.0	0.0	0.0	2.7
1d	39.0	11.4	39.0	2.9	3.5	0.0
Total	239.1	172.2	39.0	3.0	11.5	38.1

Of the 239.1 acres of exception land in the Study Area, 38.1 acres are suitable for industrial employment uses after applying the suitability criteria of OAR 660-024-0067(5)(d). Much of this exception land is parcelized, more than 170 acres being made up of parcels of 5 acres or less. For this reason, the City determined that the exception land in subareas 1a, 1b, and 1c are not well-suited for heavy industrial uses, but may be suitable for a business park or other lighter industrial uses. Subarea 1d is unsuitable for any industrial use due to the existing manufactured home park, cemetery, and Goal 5 resource (historic structure).

Table 11 shows that exception land in the Study Area has sufficient capacity to meet the residential land need and that the entire residential need can be accommodated in Subarea 1a.

Table 11. First Priority Lands Capacity – Residential

Subarea	Total Acres (Gross)	Total Lots	Lots >2 Acres	Capacity for New Housing – Units	% of Land Need Available in Subarea
1a	115.8	49	25	693	110%
1b	49.9	16	9	328	52%
1c	34.3	14	7	163	26%
1d	39.0	7	4	0	0%
Total	200.0	86	45	1,184	-----

With a land need of up to 541.7 acres (73.1 acres/614 new residential units, 3.7 acres neighborhood-serving commercial, 25.7 acres parks, 439.2 acres employment), the maximum 200.0 acres of exception land are not sufficient to accommodate the entire land need. The analysis proceeds to the next highest priority category to determine suitability and select sufficient land in that priority to satisfy the remaining acres of land need.

Second Priority for Inclusion (OAR 660-024-0067(2)(b)

Second Priority for inclusion into the UGB are marginal lands as determined by OAR 660-024-0067(2)(b). Marginal land only applies in Lane and Washington counties. Canby is in Clackamas County and thus does not have marginal land.

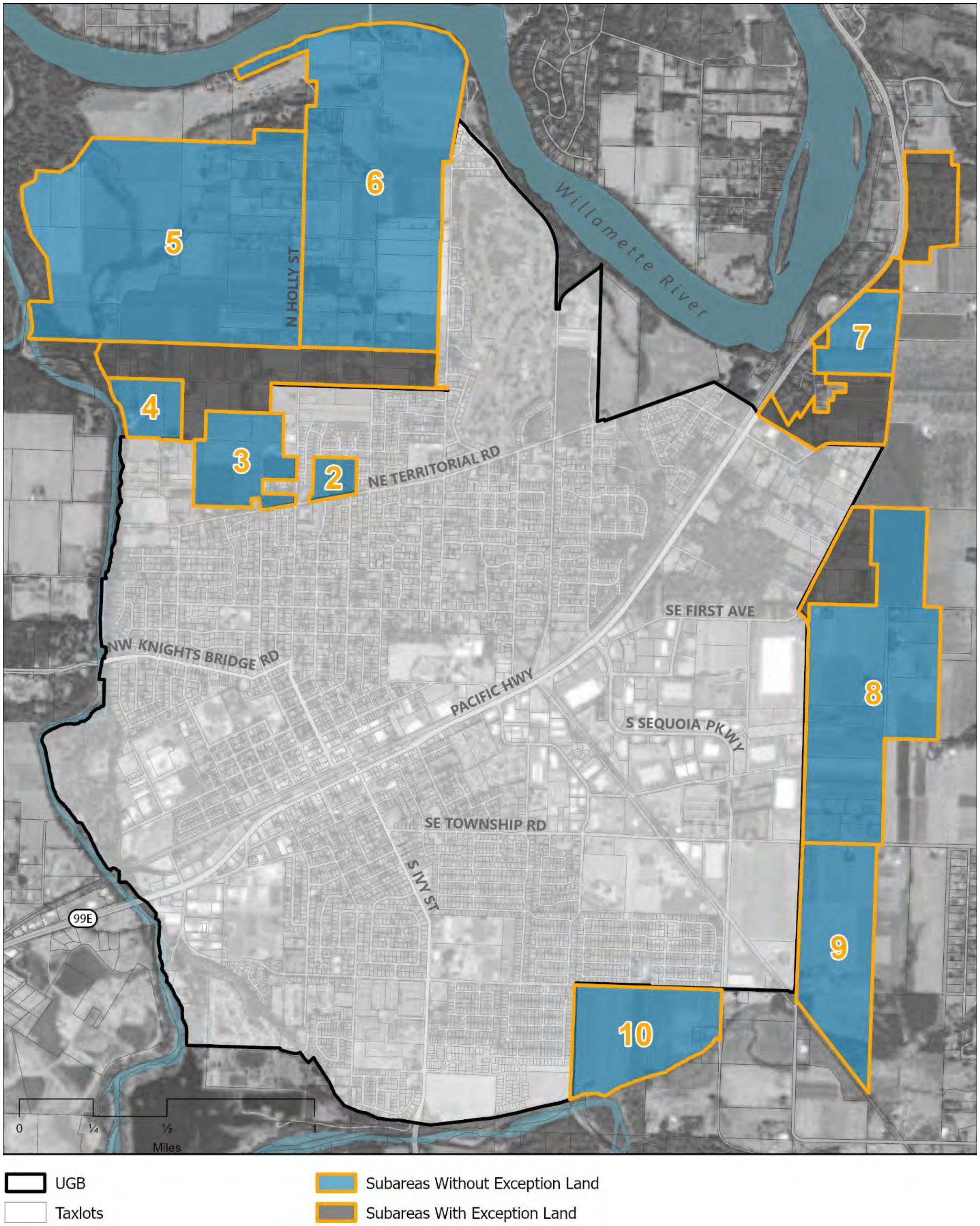
The City finds that there is no second priority land within the Study Area to meet the identified land need and proceeded to the next highest priority category to determine and select for UGB inclusion.

Third Priority for Inclusion (OAR 660-024-0067(2)(c)

Third Priority for inclusion into the UGB are agriculture or forest lands that are not predominantly high-value farmland (as defined in ORS 195.300 and ORS 215.710) or lands that do not consist predominantly of prime or unique soils (as determined by the United States Department of Agriculture Natural Resources Conservation Service).

Subareas 2-10, illustrated in Figure 14: Subareas Without Exception Land, are lands within the Study Area that are evaluated for the presence of third priority lands. Nearly all of lands surrounding the existing Canby UGB are considered high-value farmland as defined by ORS 215.710, which includes prime or unique farmland, consistent with the definitions from the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS). Therefore, all of the subareas include land that is classified as high-value farmland by one or more of the definitions in ORS 195.300(10).

Figure 14. Subareas without Exception Land



An overlap of lands considered high-value farmland based on varying definitions is demonstrated in Figure 15. These areas are primarily made up of irrigated or not irrigated soils that are classified as: prime, unique, Class I, or Class II (ORS 215.710(1)(a & b)).

Third priority analysis is focused on the non-exception lands in subareas 2-10. The City used the agricultural land capability classification system to conduct the analysis per state rules.

OAR 660-024-0067(4)(a) allows for areas of land not larger than 100 acres to be grouped together and studied as a single unit of land. In accordance with this rule, subareas 2, 3, 4, and 7 that are not larger than 100 acres are grouped together for the purposes of categorizing and evaluating land pursuant to the third and fourth priority categories.

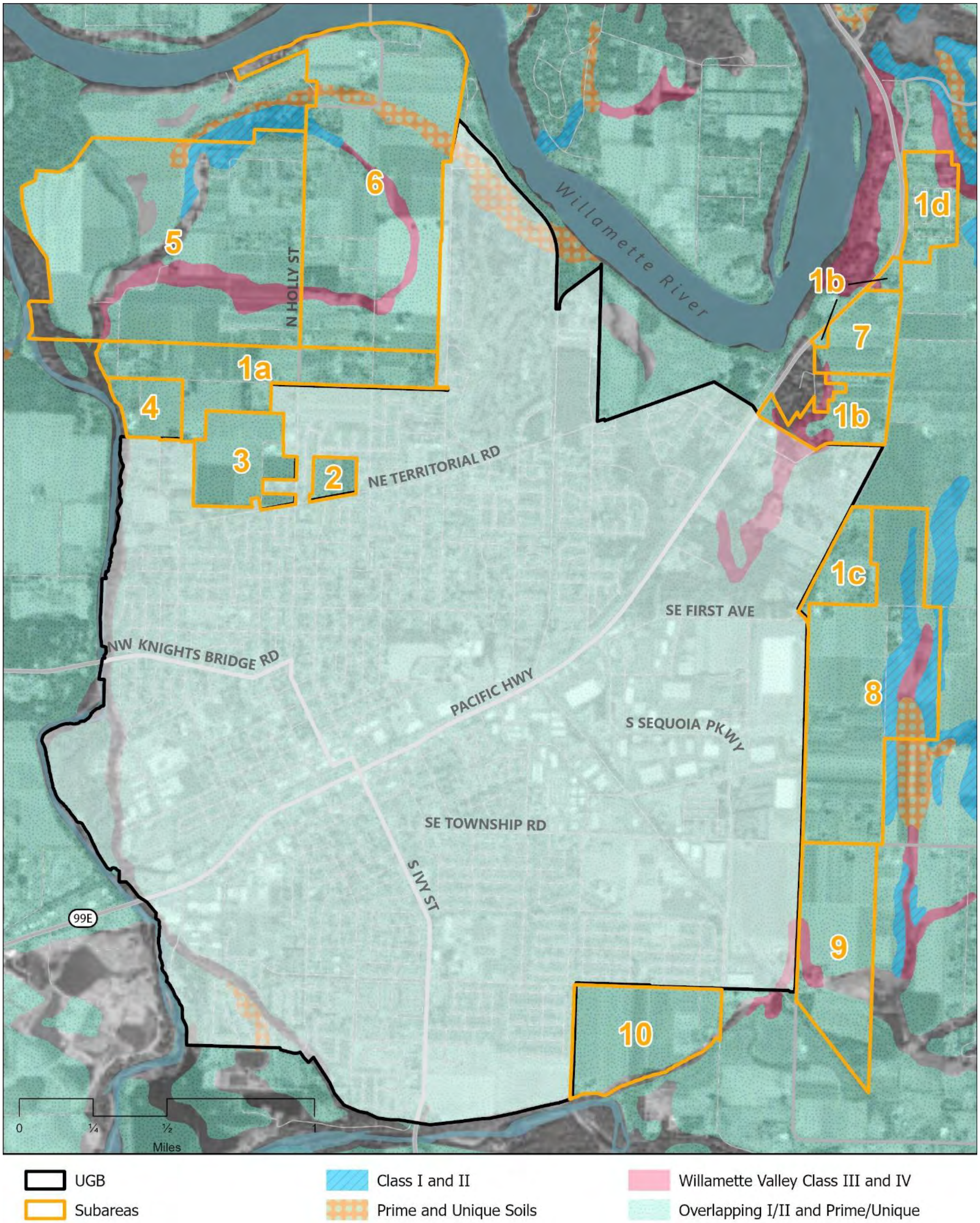
OAR 660-024-0067(4)(b) allows for areas of land larger than 100 acres that are similarly situated to be grouped together for analysis. Most of the subareas over 100 acres in size have portions of soils of higher and lower capability grouped together. Separating the lands into smaller subareas based on agricultural land capability classification would not change the prioritization for inclusion into the UGB because the characteristics of the subareas still meet the definition of containing predominantly high-value farmland as defined in ORS 217.715. Therefore, subareas that group higher and lower capability resource lands can be grouped together and remain consistent with the intent of prioritization rule in OAR 660-024-0067(2). Table 12 demonstrates that each subarea is predominantly high-value farmland, based on the amount of prime or unique soils (acres) for each of the remaining subarea.

Table 12. Prime or Unique Soils

Subarea*	Total Acres in Subarea	Prime or Unique Soils (Acres) in Subarea	Percent Acres with Prime or Unique Soils
2	13.0	13.0	100%
3	60.8	60.8	100%
4	27.8	27.5	99%
5	392.5	308.4	79%
6	345.8	313.6	91%
7	40.5	39.1	97%
8	228.0	183.5	81%
9	112.0	96.7	86%
10	95.9	90.7	95%
Total	1,316.3	1,133.2	86%

*Exception land subareas not included

Figure 15. High-Value Farmland and Subareas



The subareas have considerable overlap between the various definitions that designate land as high-value farmland. Table 13 identifies the amount of high-value farmland in each subarea with each definition separated.

Table 13. High-Value Farmland by Varying Definitions

Subarea*	High Value Farmland Areas				Non High Value Farmland Acres	Total Acres	Percent High Value Farmland
	Class I & II Soils	Willamette Soils Class III & IV	Prime or Unique (not in soil subclass)	Viticultural Area (not in soil subclass/ prime or unique			
2	13.0	0.0	0.0	0.0	0.0	13.0	100%
3	60.8	0.0	0.0	0.0	0.0	60.8	100%
4	27.5	0.0	0.0	0.0	0.4	27.8	99%
5	319.7	33.9	3.4	0.0	35.5	392.5	91%
6	299.5	22.0	17.7	0.0	6.5	345.8	98%
7	39.1	0.5	0.0	0.1	0.9	40.5	98%
8	211.8	8.7	7.4	0.0	0.0	228.0	100%
9	96.7	6.7	0.0	0.0	8.7	112.0	92%
10	90.7	0.0	0.0	0.0	5.1	95.9	95%
Total	1,158.8	71.7	28.6	0.1	57.0	1,316.3	96%

*Exception land subareas not included

Each of the subareas are predominantly high-value farmland for the purposes of determining third and fourth priority of land for inclusion in a UGB as outlined in OAR 660-024-0067(2).

The remaining non-exception land subareas were evaluated for third priority inclusion. Conclusions for each subarea are as follows:

Subarea 2 – Soils on the lands in this subarea are predominantly high-value, due to the status of “Prime farmland if irrigated”, and Class I or II soils.

The City finds that Subarea 2 does not qualify as having predominantly third priority land.

Subarea 3 – Soils on the lands in this subarea are predominantly high-value, due to the status of “Prime farmland if irrigated”, and Class I or II soils.

The City finds that Subarea 3 does not qualify as having predominantly third priority land.

Subarea 4 – Soils on the lands in this subarea are predominantly high-value, due to the status of “Prime farmland if irrigated”, and Class I or II soils.

The City finds that Subarea 4 does not qualify as having predominantly third priority land.

Subarea 5 – Soils on the lands in this subarea are predominantly high-value, due to the status of “All areas are prime farmland”, “Prime farmland if irrigated”, Class I or II soils, or subclass III or IV of Latourell loam.

Approximately 35 acres of the 392.4-acre subarea are not considered high-value farmland. This non-high-value farmland is separated from the existing UGB and consists of an “island” within the SFHA boundary and a “band” of soil type that runs north to south roughly along the SFHA boundary of the subarea.

Pursuant to OAR 660-024-0067(4)(b), areas of land larger than 100 acres that are similarly situated and have similar soils may be grouped together provided soils of lower agricultural or forest capability may not be grouped with soils of higher capability in a manner inconsistent with the intent of section (2) of this rule, which requires that higher capability resource lands shall be the last priority for inclusion in a UGB.

Because the “island” and “band” of non-high-value soil is isolated from other similar types of soils, it would not present a logical separate subarea and was grouped into the greater Subarea 5. The 35.5 acres of non-high-value farmland out of the 392.4-acre subarea does not meet the threshold to be considered not predominantly high-value farmland.

The City finds that Subarea 5 does not qualify as having predominantly third priority land.

Subarea 6 – Soils on the lands in this subarea are predominantly high-value, due to the status of “All areas are prime farmland”, “Prime farmland if irrigated”, Class I or II soils, or subclass III or IV of Latourell loam.

In this subarea, 6.5 acres of non-high-value farmland exist, located on the very north portion of the subarea that is abutting the Willamette River. Pursuant to OAR 660-024-0067(4)(b), areas of land larger than 100 acres that are similarly situated and have similar soils may be grouped together provided soils of lower agricultural or forest capability may not be grouped with soils of higher capability in a manner inconsistent with the intent of section (2) of this rule, which requires that higher capability resource lands shall be the last priority for inclusion in a UGB.

Because the area of non-high-value soil along the Willamette River is isolated from other similar types of soils, it would not present a logical separate subarea and was grouped into the greater Subarea 6. The 6.5 acres of non-high-value farmland out of the 345.8-acre subarea does not meet the threshold to be considered not predominantly high-value farmland.

The City finds that Subarea 6 does not qualify as having predominantly third priority land.

Subarea 7 – Soils on the lands in this subarea are predominantly high-value, due to the status of “All areas are prime farmland”, Class I or II soils, or subclass III or IV of Latourell loam.

There are 0.9 acres of non-high-value farmland in this subarea, located to the east of East Madrona Lane in tax lot: 31E26 01300. Pursuant to OAR 660-024-0067(4)(a), areas of land not larger than 100 acres may be grouped together and studied as a single unit of land. The 0.9 acres of non-high-value farmland in the 40.5-acre subarea does not meet the threshold to be considered not predominantly high-value farmland.

The City finds that Subarea 7 does qualify as having predominantly third priority land.

Subarea 8 – Soils on the lands in this subarea are predominantly high-value, due to the status of “All areas are prime farmland”, “Farmland of unique importance”, Class I or II soils, or subclass III or IV of Dayton silt loam.

The City finds that Subarea 8 does not qualify as having predominantly third priority land.

Subarea 9 – Soils on the lands in this subarea are high-value, due to the status of “All areas are prime farmland”, Class I or II soils, or subclass III or IV of Latourell loam.

Approximately 9 acres of non-high-value resource lands exist in this subarea, located to the east of South Mulino Road in tax lot: 41E02 00600. Pursuant to OAR 660-024-0067(4)(b), areas of land larger than 100 acres that are similarly situated and have similar soils may be grouped together provided soils of lower agricultural or forest capability may not be grouped with soils of higher capability in a manner inconsistent with the intent of section (2) of this rule, which requires that higher capability resource lands shall be the last priority for inclusion in a UGB.

The 8.7 acres of non-high-value farmland within the 112.0-acre subarea does not meet the threshold to be considered not predominantly high-value farmland. Subarea 9 was created with the lower capability soils intentionally included. The City finds that there is no practical way to create the subarea to separate the higher and lower capability soils based on the location of the lower capability soils in the subarea.

The City finds that Subarea 9 does not qualify as having predominantly third priority land.

Subarea 10 – Soils on the lands in this subarea are predominantly high-value due to the status of "All areas are prime farmland" or are Class I or II soils.

Approximately 5 acres of non-high-value farmland exist in this subarea, located to the south of Southeast 13th Avenue along the boundary of the subarea in tax lots: 41E03 02400, 41E03 02500, 41E03 02600, 41E03 02601, and 41E03 02602. Pursuant to OAR 660-024-0067(4)(a), areas of land not larger than 100 acres may be grouped together and studied as a single unit of land. The 5.1 acres of non-high-value farmland within the 95.9-acre subarea does not meet the threshold for farmland that is not predominantly high-value. Subarea 10 was created with the lower capability soils intentionally included. There is no practical way to create the subarea to separate the higher and lower capability soils.

The City finds that Subarea 10 does not qualify as having predominantly third priority land.

<u>Third Priority Conclusion</u>

The City finds that through using the agricultural land capability classification system, there are no subareas that are not predominantly high-value farmland that can be prioritized for inclusion in the UGB to meet the land need. No lands are included using the Third Priority criteria. The City analyzed the remaining land for Fourth Priority inclusion.

Fourth Priority for Inclusion (OAR 660-024-0067(2)(d)

As dictated by ORS 195.300 and 215.710, defining high-value farmland relies on a series of soil, crop, water, and topographic analyses. Included in the 12 definitions of high-value farmland in state statutes, high-value farmland is defined as areas predominantly composed of soils classified as Class I or Class II by NRCS. Class I and Class II soils are high-value soils because they are resilient to damage, easy to manage, and have few limitations for field crops. Pursuant to OAR 660-024-0067(4)(d), predominantly means more than 50 percent of the land being evaluated. Based on these definitions, Canby's UGB Study Area is predominantly composed of Class I or Class II soils.

The Study Area is evaluated against the remaining sections of ORS 195.300 and 215.710. Land located in EFU zones within irrigation districts or water use permit holdings, the prevalence of wine grape crops, and land containing named high-value soils or specific elevations, slopes, and aspects within the Willamette Valley viticultural area are determined as high-value farmland.

Table 12 demonstrates acreage high-value Prime or Unique soils separated. Table 13 shows the different categories of high-value farmland that make up each remaining subarea. As determined, most of the remaining lands have Prime and/or Unique soils overlapping with the other definitions of high-value farmland. The presence of Prime or Unique soils are considered in the determination of farmland value; however, the predominance of Class I or Class II soils is enough to consider the entire Study Area to be predominantly high-value farmland.

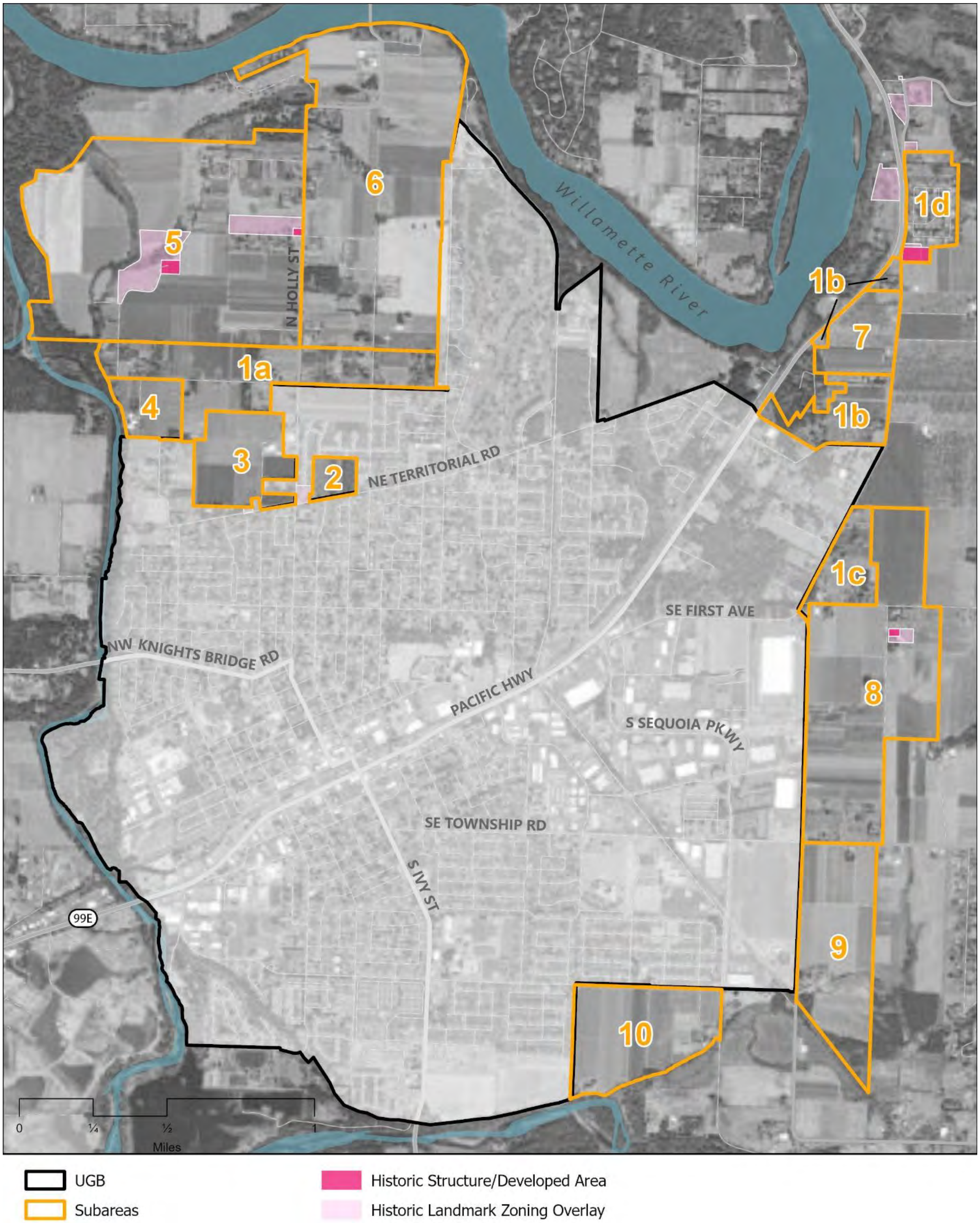
Fourth Priority for inclusion into the UGB are areas of predominantly high-value farm or forest land. The Fourth Priority inclusion criteria state that a city may not select land that is predominantly made up of prime or unique farm soils, as defined by the USDA NRCS, unless there is an insufficient amount of other land to satisfy its land need. As established, there is a remaining land need of up to 341.7 acres after the suitability analysis for first priority lands determined that all exception lands are suitable for inclusion. The remaining non-exception resource land is being considered for Fourth Priority inclusion into the UGB to meet the land need.

Subareas 2, 3, 4, 5, 6, 7, 8, 9, and 10 collectively have more than enough land to satisfy the identified need. The following tables demonstrate the suitability for inclusion to meet the remaining land need using the suitability criteria of OAR 660-024-0067(5). For residential and commercial uses, parcels of less than 2 acres, parcels that meet exclusion criteria (slopes of 25% or more), and parcels with Goal 5 resources are excluded. For industrial uses, parcels of less than 5 acres, parcels that meet exclusion criteria (slopes of 10% or more), and parcels with Goal 5 resources are excluded.

Goal 5 resources considered unsuitable include portions of parcels that contain historic resources. Clackamas County Goal 5 resource data identifies four historic structures that have a Clackamas County Historic Landmark (HL) overlay within the Study Area, as shown in Figure 16.

- **Kraft-Brandes-Culbertson Farmstead.** Located at 2525 N. Baker Drive, this site includes the historic barn and water tower. (Subarea 5)
- **Olson, Olaf E & Anna House.** Located at 3019 N. Holly Street, this site includes a historic garage, pumphouse, machine shed, and chicken coup. (Subarea 5)
- **Bradtl, John, Farm.** Located at 10012 S New Era Road, this site includes a historic pumphouse, smokehouse, granary, pig shed, and milk shed. (Subarea 1d)
- **Freeze, Harvey & Anna, Farm.** Located at 23300 S. Blount Road, this site includes a historic woodshed and pumphouse. (Subarea 8)

Figure 16. Exclusion of Historic Landmarks.



The tax lots on which the historic structures are located are much larger than the structure(s) or Clackamas County Historic Landmark Zoning Overlay (HLZO) protections. For each of the four sites, the acreage of the footprint of the historic structure(s) was removed from the site as undevelopable, but the rest of the Clackamas County Historic Landmark Zoning Overlay (HLZO) and tax lot was left in the inventory (Table 14). One of the properties, the Kraft Brandes Culbertson Farmstead, is on the National Register of Historic Places.

Table 14. Historic Resources Sites and Acreage

Site	HLZO Acres	Structure(s) Acres
Kraft Brandes Culbertson Farmstead	19.98	1.89
Olson, Olaf & Anna House	9.86	0.47
Bradtl, John Farm	2.51	2.51
Freeze, Harvey & Anna, Farm	2.48	0.61
TOTAL	34.83	5.48

Fourth Priority Suitability Criteria

As shown in Table 15, there are 1,316.3 acres of fourth priority land in the Study Area, of which 1,077.1 acres are considered suitable to meet the land need for commercial uses after applying the suitability criteria of OAR 660-024-0067(5)(f-g). This amount of land exceeds the amount necessary to satisfy the less than one acre commercial land deficiency.

Table 15. Fourth Priority Lands Suitability – Commercial

Subarea	Total Acres	# of Tax Lots	# of Tax Lots ≤2 Acres	Primarily 2 Acres or Less	Exclusion Acres[5]	Goal 5 Acres[6]	Suitable Acres[7]
2	13.0	1	0	No	0.0	0.0	13.0
3	60.8	3	0	No	0.0	0.0	60.8
4	27.8	3	1	No	0.0	0.0	27.8
5	392.5	26	4	No	163.1	18.9	226.6
6	345.8	60	29	No	8.4	28.0	315.6
7	40.5	3	1	No	0.0	0.2	40.3
8	288.0	19	3	No	0.0	0.6	227.4
9	112.0	2	1	No	42.0	4.3	69.9
10	95.9	5	2	No	0.0	0.1	95.8
Total	1,316.3	129	44	-	213.7	52.0	1,077.1

The City also considered the specific suitability criteria for Industrial Uses for employment land need because there is a high need for industrial land determined in the EOA, as shown in Table 16.

[5] Goal 5 resources include (Clackamas County GIS): Willamette River Greenway, Riparian Buffer (based on Stream Creeks Buffer attribute), Wetlands (via Title3_Wetlands layer), Historic Landmarks (via Zoning reduced to developed area of parcel).

[6] Exclusion/Constraints include: Open Water, Floodplain, 25% slopes /10% for industrial.

[7] Acreage deductions may overlap (e.g., Exclusion Acres, Goal 5 Acres, 25%/10% Slope Acres) so that Suitable Acres do not reflect a total deduction of each deduction column.

Table 16. Fourth Priority Lands Suitability – Industrial

Subarea	Total Acres	# of Tax Lots	Acres of Tax Lots <5 Acres	Exclusion Acres	Goal 5 Acres	10% Slope Acres	Suitable Acres
2	13.0	1	0.0	0.0	0	0	13.0
3	60.8	3	0.0	0.0	0	0	60.8
4	27.8	3	1.2	0.0	0	0	26.6
5	392.5	26	11.6	163.1	18.9	20.7	195.3
6	345.8	60	87.6	8.4	28.0	27.9	227.1
7	40.5	3	0.2	0.0	0.2	1.6	38.5
8	228.0	19	21.3	0.0	0.6	13.9	192.9
9	112.0	2	0.9	42.1	4.3	1.0	68.0
10	95.9	5	5.2	0.0	0.1	1.1	90.1
Total	1,316.3	122	128.0	213.6	52.1	66.2	912.3

Of the 1,316.3 acres of fourth priority land in Study Area 912.3 acres are suitable for industrial employment uses after applying the suitability criteria of OAR 660-024-0067(5)(d). This amount of land exceeds the amount necessary to satisfy the need deficiency.

Table 17 shows that the 1,316.3 gross acres of fourth priority land has the capacity to meet the residential land need, however, 100% of Canby's residential land need can be accommodated in first priority lands.

Table 17. Fourth Priority Lands Capacity – Residential

Subarea	Total Acres (Gross)	Total Lots	Lots >2 Acres	Capacity for New Housing – Units
2	13.0	1	1	78
3	60.8	3	3	374
4	27.8	3	2	160
5	392.4	26	22	1,405
6	345.8	60	31	1,795
7	40.5	3	2	232
8	227.9	19	16	1,313
9	112.0	2	1	463
10	95.9	5	3	546
Total	1,316.3	122	88	6,366

5. Goal 14 Location Factors Analysis

With an excess of suitable fourth priority lands, the subareas must be analyzed with the Goal 14 Location Factors pursuant to OAR 660-024-0067(1)(c) to determine which of the subareas are best suited for inclusion into the UGB to satisfy the remaining land need.

A boundary location analysis compares alternative locations and considers which addition to the UGB will result in the most accommodating and cost-effective boundary, while creating the fewest conflicts with neighboring land uses, and causing the least amount of negative environmental, economic, social, and energy consequences through expansion.

The boundary location analysis process is governed by Goal 14 and ORS 197A.285 and with consideration of the following factors:

- Efficient accommodation of identified land needs;
- Orderly and economic provision of public facilities and services;
- Comparative environmental, energy, economic and social consequences; and
- Compatibility of the proposed urban uses with nearby agricultural and forest activities occurring on farm and forest land outside the UGB.

These factors are weighed equally to form a balanced analysis and considered sequentially. The analyses do not provide definitive conclusions as to where the UGB should expand, but rather, provide data necessary for an informed decision about how the City should grow over the coming decades.

Combined, the 20-year land need for residential and associated uses and employment land needs is 541.7 acres. The first priority for inclusion is the 199.9 acres of exception lands, leaving 341.8 acres of unmet land need.

The following sections provide the necessary evaluation of proposed lands being considered for the expansion area.

Goal 14 Location Factor 1

Several criteria determine the efficiency of subarea inclusion – proximity to the existing UGB and city center, average parcel size, and compatibility with adjacent land uses.

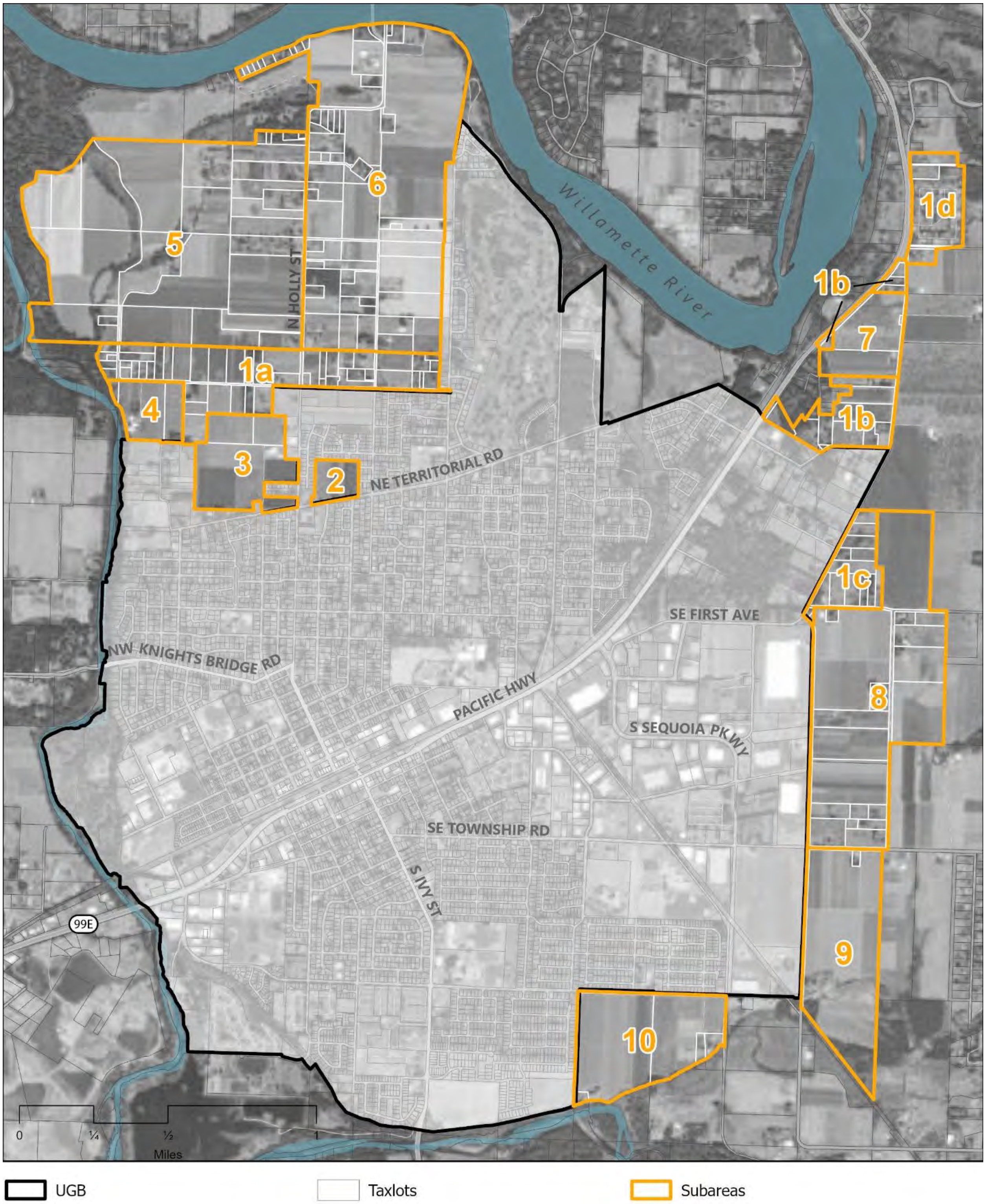
Proximity

Land adjacent to the existing UGB offers multiple benefits:

- Leverages prior infrastructure investments
- Provides access to current services and amenities
- Supports downtown businesses
- Reduces VMT and supports active modes of transportation (walking and biking)
- Increases housing choice and promotes affordability
- Preserves valuable agriculture and forest land

An ideal expansion area is directly adjacent to a current UGB free of major barriers and with all land within ¼ mile of the UGB. "Leapfrog" development is growth that bypasses closer available land, relies on new infrastructure investments, increases car-dependency, and results in greater overall land consumption. Subarea locations and tax lots are shown in Figure 17.

Figure 17. Study Area Subareas and Tax Lots



Parcel Size

Larger parcels facilitate development more efficiently, since smaller parcels often need to be consolidated. Large tracts tend to offer a higher rate of return on investment for developers and as stated above in Chapter 2, the EOA identifies large lots for industrial in the land need. Diversity of tract sizes can also be advantageous for residential and neighborhood-scale commercial land need. Parcel size is also used in calculating the capacity of each subarea to supply new residential units in Table 18. Capacity calculations rely on OAR 660-024-0067(6)(a) for assumptions on parcels less than 2 acres. Parcels greater than 2 acres are calculated on an average density by zone from the Housing Needs Analysis for buildable land (gross acres for all parcels greater than 2 acres minus environmental constraints common to residential development, minus existing structures and right-of-way).

Compatibility

Ensuring that new development is compatible with adjacent uses is an essential component of Location Factor 1 – the efficient accommodation of identified land needs. While the specific focus of Location Factor 4 is compatibility with nearby farm and forest activities, this factor looks at compatibility with adjacent urban uses. Compatibility is essential for maintaining protecting public health, reducing land use conflicts, and the effective use of infrastructure more effectively.

Based on community feedback, residential uses are more appropriate for subareas in the northwest portion of the Study Area (1a, 2, 3, 4, 5, 6). Subareas to the northeast (1b, 1c, 7) could be appropriate for either residential or employment uses. Subarea 1d is currently developed with a manufactured home park, cemetery, and historic structure. Employment uses are more appropriate in the eastern subareas (8, 9). Subarea 10 to the south could be compatible with residential or employment uses.

Table 18 summarizes subareas 2-10 relative to efficiently accommodate identified land needs.

Table 18. Evaluation of Factor 1 Characteristics

Subarea	Evaluation/Comments (Proximity, Parcel Size, Suitable Land)
2	Subarea 2 is very well-suited for efficient residential development • Located entirely within Canby city limits • One 13-acre parcel • All of the 13 acres are suitable for residential development
3	Subarea 3 is very well-suited for efficient residential development • Surrounded on three sides by Canby city limits • 3 parcels totaling nearly 61 acres • Nearly all of the 61 acres are suitable for residential development
4	Subarea 4 is well-suited for efficient residential development • South boundary abuts Canby city limits; north and east boundaries abuts exception land (subarea 1a) • 3 parcels totaling 27.8 acres • All 27.8 acres are suitable for residential development • Subarea 4 is currently operating as a very successful dahlia farm. Swan Island Dahlias is a cultural institution and economic generator in Canby and is unlikely to be redeveloped in the future.[8]

[8] A Swan Island Dahlias Forever Stamp was released in April 2025. 2025 - Dahlia Stamp Release April 26, 2025 | Swan Island Dahlias | Swan Dahlias

Subarea	Evaluation/Comments (Proximity, Parcel Size, Suitable Land)
5	Subarea 5 is not currently well-suited for efficient urban development • Does not abut Canby city limits; south boundary abuts exception land (subarea 1a) • 26 parcels totaling 393 gross acres; includes 381 acres on 20 parcels larger than 5 acres • 226.6 of 392 acres are suitable for residential use due to significant Goal 5 constraints
6	Subarea 6 is well-suited for efficient residential development • Most of east boundary abuts Canby city limits; south boundary abuts exception land (subarea 1a) • 60 parcels totaling 346 gross acres; includes 258 acres on 15 parcels larger than 5 acres; nearly half the parcels are less than one acre • 315.6 of 346 acres are suitable for residential use
7	Subarea 7 is well-suited for efficient urban development • Does not abut Canby city limits; south boundary abuts exception land (subarea 1b) • 3 parcels totaling 40.5 gross acres; includes 40.3 acres on 2 parcels larger than 5 acres • 38.5 acres are suitable for industrial use
8	Subarea 8 is very well-suited for efficient employment development • West boundary abuts Canby city limits; north boundary abuts exception land (subarea 1c) • 19 parcels totaling 228 gross acres; includes 207 acres on 10 parcels larger than 5 acres • 192.9 acres are suitable for industrial use
9	Subarea 9 is well-suited for efficient employment development • West boundary abuts Canby city limits • 2 parcels totaling 112 gross acres; including 111 acres on 1 parcel • 68.0 acres are suitable for industrial use
10	Subarea 10 is very well-suited for efficient urban development • West and north boundaries abut Canby city limits • 5 parcels totaling 96 gross acres; includes 91 acres on 2 parcels larger than 5 acres • 90.1 acres are suitable for industrial use

Findings

Contiguousness with existing city limits/UGB is the most practical and efficient means for expansion. Subarea 2 lies entirely within the existing boundary. Subareas 3, 4, 6, 8, 9, and 10 are all contiguous with the existing boundary and several (3, 4, 6, 8) are also contiguous with exception land. Subarea 7 is surrounded by exception land that will be brough into the UGB but is not contiguous with the existing boundary. Subarea 5 is contiguous with exception land, but not with the existing boundary.

The 74 acres of unconstrained land in subareas 2 and 3 are the best candidates for residential expansion due to their location land in between the existing UGB and the identified exception land. They are not suitable for industrial uses due to adjacent residential development. Subareas 8 and 9 are the best candidates for industrial expansion given proximity to the existing UGB and the presence of large parcels, even though the amount of suitable land is lower due to environmental constraints.

Goal 14 Location Factor 2

Factor 2 requires the City to consider opportunities for orderly and economic provision of public facilities and services. This section focuses on provision of roads, water, sanitary, and wastewater services and evaluates the advantages and disadvantages for expansion for each subarea for these services.

TRANSPORTATION

The transportation goals and objectives in the OAR Chapter 660 Division 12, Transportation Planning were reviewed to help inform the development of the transportation evaluation criteria for the UGB expansion subareas. The relevant objectives included as part of Chapter 660 are identified below:

(a) Provide safe transportation for all Oregonians;

(b) Promote the development of transportation systems adequate to serve statewide, regional, and local transportation needs;

(c) Provide a transportation system that serves the mobility and access needs of those who cannot drive and other underserved populations;

(d) Provide for affordable, accessible and convenient transit, pedestrian, and bicycle access and circulation, with improved connectivity to destinations people want to reach, such as education facilities, workplaces, services, shopping, places of worship, parks, open spaces, and community centers;

(e) Reduce pollution from transportation to meet statewide statutory and executive goals to reduce climate pollution;

(f) Recognize and remedy impacts of past practices that have harmed underserved populations, such as redlining, displacement, exclusionary zoning, inaccessible design, and roadway and other public infrastructure siting;

(g) Engage underserved populations in decision-making and prioritize investments serving those communities;

(h) Facilitate the safe flow of freight, goods, and services within regions and throughout the state through a variety of modes including road, air, rail, and marine transportation;

(i) Protect the functions of existing and planned transportation facilities, corridors, and sites;

(j) Provide for the construction and implementation of transportation facilities, improvements, and services necessary to support acknowledged comprehensive plans;

(k) Identify how transportation facilities are provided on rural lands consistent with the statewide planning goals;

(l) Protect and restore safe passage for fish and wildlife, flood waters, and other natural system functions at roadway crossings of waterbodies and other native habitat corridors;

(m) Require coordination among affected local governments and transportation service providers and consistency between state, regional, and local transportation plans; and

(n) Encourage changes to comprehensive plans to be supported by adequate planned transportation facilities for all modes.

The following transportation evaluation criteria were used to qualitatively assess the subareas considered for potential UGB expansion against Factor 2 for transportation:

- **Accessibility and Connectivity**: Has proximity to convenient and accessible transportation facilities for all users that allows for multi-modal connections to destinations throughout the city and beyond.

- **Safety and Security**: Has safe and convenient multi-modal access to destinations for people of all ages and abilities.
- **Healthy People and Environment**: Allows for new multi-modal facilities that protect the natural, cultural, and developed environments and encourage healthy and active living for all.
- **Equity**: Allows for new multi-modal facilities that eliminate transportation related disparities and barriers and are affordable for all users.
- **Reliability and Efficiency**: Allows for an integrated and connected system of roadways, transit and bicycle and pedestrian facilities.
- **Fiscal Responsibility**: Allows for a transportation system that maximizes assets, minimizes costs, and enhances the surrounding community through right sized infrastructure.

The evaluation criteria were used to qualitatively assess the subareas 2-10 considered for potential UGB expansion against Factor 2 for transportation, as shown in Tables 19–27.

Table 19. Evaluation of Factor 2, Subarea 2 (Transportation)

Evaluation Criteria	IDEAL DEFINITION	COMMENTS
ACCESSIBILITY AND CONNECTIVITY	Close proximity to convenient and accessible transportation facilities for all users that allows for multi-modal connections to destinations throughout the city and beyond.	Opportunities to integrate collector street or neighborhood route connections via N Ivy Street and NE Territorial Road. Nearby arterial connections are available to the south via N Knights Bridge Road and N Ivy Street, but these connections require travel through the existing residential neighborhoods in the UGB.
SAFETY AND SECURITY	Safe and convenient multi-modal access to destinations for people of all ages and abilities.	Area is near downtown Canby and its essential destinations (e.g., schools, parks, library, downtown amenities).
HEALTHY PEOPLE AND ENVIRONMENT	Allows for new multi-modal facilities that protect the natural, cultural, and developed environments and encourage healthy and active living for all.	No known constraints.
EQUITY	Allows for new multi-modal facilities that eliminate transportation related disparities and barriers and are affordable for all users.	Local street and multi-modal extensions from adjacent areas are feasible.
RELIABILITY AND EFFICIENCY	Allows for an integrated and connected system of roadways, transit and bicycle and pedestrian facilities.	Future development can be integrated into the adjacent multimodal system due to its proximity to established neighborhoods in the existing UGB.
FISCAL RESPONSIBILITY	Allows for a transportation system that maximizes assets, minimizes costs, and enhances the surrounding community through right sized infrastructure.	Urban standard roadway upgrades would be needed along NE Territorial Road in the subarea. This area would increase travel through the existing residential neighborhoods in the UGB that may necessitate infrastructure to encourage safe travel speeds and volumes in those areas.
SUMMARY	Subarea 2 fully meets all criteria except for Fiscal responsibility, which it meets partially. Subarea 2 has the potential to naturally tie into the existing Canby transportation infrastructure. However, some of this infrastructure will require urban upgrades to support future development. The subarea is near the established portion of Canby, and has accessible, safe, and convenient multimodal access to essential destinations.	

Table 20. Evaluation of Factor 2, Subarea 3 (Transportation)

Evaluation Criteria	IDEAL DEFINITION	COMMENTS
ACCESSIBILITY AND CONNECTIVITY	Close proximity to convenient and accessible transportation facilities for all users that allows for multi-modal connections to destinations throughout the city and beyond.	There are opportunities to integrate collector street or neighborhood route connections via N Holly Street and NE Territorial Road towards the east end of this area. However, the west end of this area has challenges with integrating with an existing collector such as N Birch Street given existing development patterns, although an extension of N Grant Street is possible. Nearby arterial connections are available to the south via N Knights Bridge Road and N Ivy Street, but these connections require travel through the existing residential neighborhoods in the UGB.
SAFETY AND SECURITY	Safe and convenient multi-modal access to destinations for people of all ages and abilities.	The area is near downtown Canby and its essential destinations (e.g., schools, parks, library, downtown amenities).
HEALTHY PEOPLE AND ENVIRONMENT	Allows for new multi-modal facilities that protect the natural, cultural, and developed environments and encourage healthy and active living for all.	No known constraints have been identified.
EQUITY	Allows for new multi-modal facilities that eliminate transportation related disparities and barriers and are affordable for all users.	Local street and multi-modal extensions from the adjacent areas are feasible on the east side of this subarea. Connections to serve the west side of this subarea are hindered by existing development.
RELIABILITY AND EFFICIENCY	Allows for an integrated and connected system of roadways, transit and bicycle and pedestrian facilities.	Future development can be integrated into the adjacent multimodal system due to its proximity to established neighborhoods in the existing UGB.
FISCAL RESPONSIBILITY	Allows for a transportation system that maximizes assets, minimizes costs, and enhances the surrounding community through right sized infrastructure.	Urban standard roadway upgrades would be needed along N Holly Street and NE Territorial Road in the subarea. This area has more reliance on N Holly Street and may require an adjacent collector connection. It also increases travel through the existing residential neighborhoods in the UGB that may necessitate infrastructure to encourage safe travel speeds and volumes in those areas.
SUMMARY	Subarea 3 fully meets criteria for Safety and Security, Healthy People and Environment, and Reliability and Efficiency, and partially meets criteria on accessibility and connectivity, equity, and fiscal responsibility. Subarea 3 has the potential to tie into the existing Canby transportation infrastructure, but not as well as Subarea 2. The existing land uses that occupy most of the area to the south of this subarea limit connectivity in that direction. To establish connectivity, the eastern portion of the area would likely need to develop first and integrate into existing street networks. However, this subarea is near the established portion of Canby, and has accessible, safe, and convenient multimodal access to essential destinations.	

Table 21. Evaluation of Factor 2, Subarea 4 (Transportation)

Evaluation Criteria	IDEAL DEFINITION	COMMENTS
ACCESSIBILITY AND CONNECTIVITY	Has close proximity to convenient and accessible transportation facilities for all users that allows for multi-modal connections to destinations throughout the city and beyond.	There are opportunities to integrate collector street or neighborhood route connections via N Birch Street and NE Territorial Road. However, these will require urban standard roadway upgrades through undeveloped areas inside the current UGB. Nearby arterial connections are available to the south via N Knights Bridge Road and N Ivy Street, but these connections require travel through the existing residential neighborhoods in the UGB.
SAFETY AND SECURITY	Has safe and convenient multi-modal access to destinations for people of all ages and abilities.	The area is near downtown Canby and its essential destinations (e.g., schools, parks, library, downtown amenities).
HEALTHY PEOPLE AND ENVIRONMENT	Allows for new multi-modal facilities that protect the natural, cultural, and developed environments and encourage healthy and active living for all.	This subarea borders the Molalla River, and any future development must establish appropriate barriers.
EQUITY	Allows for new multi-modal facilities that eliminate transportation related disparities and barriers and are affordable for all users.	New development may attract more vehicular centric activity in an area with limited active transportation connectivity to the existing UGB. N Birch Street will need to be upgraded to provide balanced modal options accessing the subarea.
RELIABILITY AND EFFICIENCY	Allows for an integrated and connected system of roadways, transit and bicycle and pedestrian facilities.	Future development can be integrated into the adjacent multimodal system with urban standard roadway upgrades along N Birch Street in the existing UGB to connect to the established neighborhoods to the south.
FISCAL RESPONSIBILITY	Allows for a transportation system that maximizes assets, minimizes costs, and enhances the surrounding community through right sized infrastructure.	Urban standard roadway upgrades would be needed along N Birch Street in the subarea, and along segments of N Birch Street in the existing UGB. This area has more reliance on N Birch Street and may require an adjacent collector connection. It also increases travel through the existing residential neighborhoods in the UGB that may necessitate infrastructure to encourage safe travel speeds and volumes in those areas.
SUMMARY	Subarea 4 fully meets the criterion on Safety and Security and partially meets the remaining criteria. Subarea 4 has the potential to tie into the existing Canby transportation infrastructure, but not as well as Subareas 2 or 3. In comparison to those subareas, it requires more urban standard roadway upgrades in the existing UGB to provide accessible, safe, and convenient multimodal access to essential destinations in the established portion of Canby.	

Table 22. Evaluation of Factor 2, Subarea 5 (Transportation)

Evaluation Criteria	IDEAL DEFINITION	COMMENTS
ACCESSIBILITY AND CONNECTIVITY	Has close proximity to convenient and accessible transportation facilities for all users that allows for multi-modal connections to destinations throughout the city and beyond.	There are opportunities to integrate collector street or neighborhood route connections via N Holly Street and N Birch Street. However, these will require urban standard roadway upgrades through undeveloped areas inside and outside of the current UGB. Nearby arterial connections are available to the south via N Knights Bridge Road and N Ivy Street, but these connections require travel through the existing residential neighborhoods in the UGB.
SAFETY AND SECURITY	Has safe and convenient multi-modal access to destinations for people of all ages and abilities.	The subarea is reasonably close to downtown Canby and its essential destinations (e.g., schools, parks, library, downtown amenities).
HEALTHY PEOPLE AND ENVIRONMENT	Allows for new multi-modal facilities that protect the natural, cultural, and developed environments and encourage healthy and active living for all.	This subarea borders the Molalla River and includes some natural environments, and any future development must establish appropriate barriers.
EQUITY	Allows for new multi-modal facilities that eliminate transportation related disparities and barriers and are affordable for all users.	New development may attract more vehicular centric activity in an area with limited active transportation connectivity to the existing UGB. N Holly Street and N Birch Street will need to be upgraded to provide balanced modal options accessing the subarea.
RELIABILITY AND EFFICIENCY	Allows for an integrated and connected system of roadways, transit and bicycle and pedestrian facilities.	Future development can be integrated into the adjacent multimodal system with urban standard roadway upgrades along N Holly Street and N Birch Street in the existing UGB to connect to the established neighborhoods to the south.
FISCAL RESPONSIBILITY	Allows for a transportation system that maximizes assets, minimizes costs, and enhances the surrounding community through right sized infrastructure.	Urban standard roadway upgrades would be needed along N Holly Street and N Birch Street in the subarea, and along segments of these roadways in the existing UGB. This area increases travel through the existing residential neighborhoods in the UGB that may necessitate infrastructure to encourage safe travel speeds and volumes in those areas.
SUMMARY	Subarea 5 partially meets all evaluation criteria. Subarea 5 has the potential to tie into the existing Canby transportation infrastructure, but not as well as Subareas 2 or 3. Similar to Subarea 4, it requires more urban standard roadway upgrades in the existing UGB to provide accessible, safe, and convenient multimodal access to essential destinations in the established portion of Canby.	

Table 23. Evaluation of Factor 2, Subarea 6 (Transportation)

Evaluation Criteria	IDEAL DEFINITION	COMMENTS
ACCESSIBILITY AND CONNECTIVITY	Has close proximity to convenient and accessible transportation facilities for all users that allows for multi-modal connections to destinations throughout the city and beyond.	There are opportunities to integrate collector street or neighborhood route connections via N Holly Street, N Locust Street and N Maple Street. Nearby arterial connections are available to the south via N Knights Bridge Road and N Ivy Street, but these connections require travel through the existing residential neighborhoods in the UGB.
SAFETY AND SECURITY	Has safe and convenient multi-modal access to destinations for people of all ages and abilities.	The subarea is reasonably close to downtown Canby and its essential destinations (e.g., schools, parks, library, downtown amenities).
HEALTHY PEOPLE AND ENVIRONMENT	Allows for new multi-modal facilities that protect the natural, cultural, and developed environments and encourage healthy and active living for all.	This subarea borders the Willamette River and includes some natural environments, and any future development must establish appropriate barriers.
EQUITY	Allows for new multi-modal facilities that eliminate transportation related disparities and barriers and are affordable for all users.	New development may attract more vehicular centric activity in an area with limited active transportation connectivity to the existing UGB. N Holly Street, N Locust Street and N Maple Street will need to be upgraded to provide balanced modal options accessing the subarea.
RELIABILITY AND EFFICIENCY	Allows for an integrated and connected system of roadways, transit and bicycle and pedestrian facilities.	Future development can be integrated into the adjacent multimodal system with urban standard roadway upgrades along N Holly Street, N Locust Street and N Maple Street in the existing UGB to connect to the established neighborhoods to the south.
FISCAL RESPONSIBILITY	Allows for a transportation system that maximizes assets, minimizes costs, and enhances the surrounding community through right sized infrastructure.	Urban standard roadway upgrades would be needed along N Holly Street, N Locust Street and N Maple Street in the subarea, and along segments of these roadways in the existing UGB. This area increases travel through the existing residential neighborhoods in the UGB that may necessitate infrastructure to encourage safe travel speeds and volumes in those areas.
SUMMARY	Subarea 6 partially meets all evaluation criteria. Subarea 6 has a higher potential to tie into the existing Canby transportation infrastructure with multiple north-south travel routes compared to Subareas 4 or 5, but similarly it requires more urban standard roadway upgrades in the existing UGB to provide accessible, safe, and convenient multimodal access to essential destinations in the established portion of Canby.	

Table 24. Evaluation of Factor 2, Subarea 7 (Transportation)

Evaluation Criteria	IDEAL DEFINITION	COMMENTS
ACCESSIBILITY AND CONNECTIVITY	Has close proximity to convenient and accessible transportation facilities for all users that allows for multi-modal connections to destinations throughout the city and beyond.	There are opportunities to integrate collector street or neighborhood route connections via Haines Road. Nearby arterial connections are available to the west via OR 99E.
SAFETY AND SECURITY	Has safe and convenient multi-modal access to destinations for people of all ages and abilities.	Area is isolated, with access to and from the area being vehicle centric with no walking, biking, or rolling facilities to/from the subarea.
HEALTHY PEOPLE AND ENVIRONMENT	Allows for new multi-modal facilities that protect the natural, cultural, and developed environments and encourage healthy and active living for all.	No known constraints have been identified.
EQUITY	Allows for new multi-modal facilities that eliminate transportation related disparities and barriers and are affordable for all users.	New development may attract more vehicular centric activity in an area with limited active transportation connectivity to the existing UGB. Haines Road and its intersection with OR 99E will need to be upgraded to provide balanced modal options accessing the subarea.
RELIABILITY AND EFFICIENCY	Allows for an integrated and connected system of roadways, transit and bicycle and pedestrian facilities.	Future development can be integrated into the adjacent multimodal system with urban standard roadway upgrades along Haines Road in the existing UGB to connect to the established areas to the southwest.
FISCAL RESPONSIBILITY	Allows for a transportation system that maximizes assets, minimizes costs, and enhances the surrounding community through right sized infrastructure.	Urban standard roadway upgrades would be needed along Haines Road in the subarea, and along segments of this roadways in the existing UGB. Upgrades will also be needed at the OR 99E intersection with Haines Road.
SUMMARY	Subarea 7 fully meets criteria for Accessibility and Connectivity, and Healthy People and Environment. It partially meets criteria for Reliability and Efficiency and negatively impacts the remaining criteria. In Subarea 7, local mobility, safe access, and balanced multimodal connectivity to the established infrastructure in the existing UGB to the southwest are limited by the need for significant urban upgrades along Haines Road and at the OR 99E intersection with Haines Road.	

Table 25. Evaluation of Factor 2, Subarea 8 (Transportation)

Evaluation Criteria	IDEAL DEFINITION	COMMENTS
ACCESSIBILITY AND CONNECTIVITY	Has close proximity to convenient and accessible transportation facilities for all users that allows for multi-modal connections to destinations throughout the city and beyond.	There are opportunities to integrate collector street or neighborhood route connections via Mulino Road, Township Road, SE 4th Avenue and Bremer Road. Nearby arterial connections are available to the north via OR 99E, accessed via collector roadways in the existing UGB.
SAFETY AND SECURITY	Has safe and convenient multi-modal access to destinations for people of all ages and abilities.	Access to Mulino Road and Township Road provide connections to essential destinations (schools, downtown amenities). Area connectivity will rely on upgrades to rural unimproved roadways.
HEALTHY PEOPLE AND ENVIRONMENT	Allows for new multi-modal facilities that protect the natural, cultural, and developed environments and encourage healthy and active living for all.	This subarea includes some natural environments, and any future development must establish appropriate barriers.
EQUITY	Allows for new multi-modal facilities that eliminate transportation related disparities and barriers and are affordable for all users.	Local street and multi-modal extensions from the adjacent areas are feasible.
RELIABILITY AND EFFICIENCY	Allows for an integrated and connected system of roadways, transit and bicycle and pedestrian facilities.	Future development can be integrated into the adjacent multimodal system due to its proximity to established areas in the existing UGB.
FISCAL RESPONSIBILITY	Allows for a transportation system that maximizes assets, minimizes costs, and enhances the surrounding community through right sized infrastructure.	Urban standard roadway upgrades would be needed along Mulino Road, Township Road and Bremer Road, and SE 4th Avenue will need to be extended into the subarea.
SUMMARY	Subarea 8 partially meets criteria for Safety and Security, and Healthy People and Environment, and fully meets the remaining criteria. Subarea 8 has strong regional mobility potential due to its proximity to nearby arterial and collector roadways, and multiple connections to OR 99E. This Subarea has strong opportunities for a mix of uses and development types.	

Table 26. Evaluation of Factor 2, Subarea 9 (Transportation)

Evaluation Criteria	IDEAL DEFINITION	COMMENTS
ACCESSIBILITY AND CONNECTIVITY	Has close proximity to convenient and accessible transportation facilities for all users that allows for multi-modal connections to destinations throughout the city and beyond.	There are opportunities to integrate collector street or neighborhood route connections via Mulino Road and Township Road. Nearby arterial connections are available to the north via OR 99E, accessed via collector roadways in the existing UGB.
SAFETY AND SECURITY	Has safe and convenient multi-modal access to destinations for people of all ages and abilities.	Access to Mulino Road and Township Road provide connections to essential destinations (schools, downtown amenities). Area connectivity will rely on upgrades to rural unimproved roadways.
HEALTHY PEOPLE AND ENVIRONMENT	Allows for new multi-modal facilities that protect the natural, cultural, and developed environments and encourage healthy and active living for all.	No known constraints have been identified.
EQUITY	Allows for new multi-modal facilities that eliminate transportation related disparities and barriers and are affordable for all users.	Local street and multi-modal extensions from the adjacent areas are feasible.
RELIABILITY AND EFFICIENCY	Allows for an integrated and connected system of roadways, transit and bicycle and pedestrian facilities.	Future development can be integrated into the adjacent multimodal system due to its proximity to established areas in the existing UGB.
FISCAL RESPONSIBILITY	Allows for a transportation system that maximizes assets, minimizes costs, and enhances the surrounding community through right sized infrastructure.	Urban standard roadway upgrades would be needed along Mulino Road and Township Road in the subarea.
SUMMARY	Subarea 9 partially meets the criterion for Safety and Security and fully meets the remaining criteria. Subarea 9 is similar to Subarea 8, in that it has strong regional mobility potential due to its proximity to nearby arterial and collector roadways, and multiple connections to OR 99E. This Subarea again has strong opportunities for a mix of uses and development types.	

Table 27. Evaluation of Factor 2, Subarea 10 (Transportation)

Evaluation Criteria	IDEAL DEFINITION	COMMENTS
ACCESSIBILITY AND CONNECTIVITY	Has close proximity to convenient and accessible transportation facilities for all users that allows for multi-modal connections to destinations throughout the city and beyond.	There are opportunities to integrate collector street or neighborhood route connections via Sequoia Parkway. Nearby arterial connections are available via SE 13th Avenue.
SAFETY AND SECURITY	Has safe and convenient multi-modal access to destinations for people of all ages and abilities.	Access to SE 13th Avenue and Sequoia Parkway provide connections to essential destinations (schools, parks, downtown amenities).
HEALTHY PEOPLE AND ENVIRONMENT	Allows for new multi-modal facilities that protect the natural, cultural, and developed environments and encourage healthy and active living for all.	No known constraints have been identified.
EQUITY	Allows for new multi-modal facilities that eliminate transportation related disparities and barriers and are affordable for all users.	Local street and multi-modal extensions from the adjacent areas are feasible.
RELIABILITY AND EFFICIENCY	Allows for an integrated and connected system of roadways, transit and bicycle and pedestrian facilities.	Future development can be integrated into the adjacent multimodal system due to its proximity to established areas in the existing UGB.
FISCAL RESPONSIBILITY	Allows for a transportation system that maximizes assets, minimizes costs, and enhances the surrounding community through right sized infrastructure.	Urban standard roadway upgrades would be needed along SE 13th Avenue in the subarea.
SUMMARY	Subarea 10 fully meets all criteria. Subarea 10 has a strong potential to naturally tie into the existing transportation infrastructure in the UGB with limited urban upgrades.	

Findings

Subareas 2, 3, 8, 9, and 10 provide the best opportunities for using existing transportation services and the most economical areas for UGB expansion considering roads in Canby.

UTILITIES

Utility criteria examine existing services and soil groups to establish suitability for water, sewer, and stormwater services. Utility improvements required to serve subareas 2-10 were evaluated by reviewing relevant plans and policies, utility master plans, existing infrastructure mapping, location of subareas, and other relevant information obtained from City staff. Utility service needs of the UGB expansion areas were evaluated based on the following criteria.

Water Service

- Does the subarea have existing water infrastructure to support development?
- Does the subarea have planned water infrastructure upgrades to support development?
- Is a mainline extension required to serve the subarea?
- Are there any identified deficiencies within or adjacent to the subarea?
- Relative to other options, what is the cost to provide service?

Sanitary Sewer Service

- Does the subarea have existing sanitary infrastructure to support development?
- Does the subarea have planned sanitary infrastructure upgrades to support development?
- Is a mainline extension required to serve the subarea?
- Are there any identified deficiencies within or adjacent to the subarea?
- Relative to other options, what is the cost to provide service?

Stormwater Service

- Does the subarea have existing storm infrastructure to support development?
- Does the subarea have planned storm infrastructure upgrades to support development?
- Is a mainline extension required to serve the subarea?
- Are there any identified deficiencies within or adjacent to the subarea?
- Relative to other options, what is the cost to provide service?

Table 28 summarizes the evaluation of subareas 2-10 relative to these criteria.

Table 28. Location Factor 2 - Utilities

Subarea	Water Services	Sanitary Sewer Services	Stormwater Services
2	Has existing or planned infrastructure to support development. **Advantages:** Adjacent connections on all sides of subarea. **Disadvantages:** None	Has existing or planned infrastructure to support development. **Advantages:** Adjacent connections on all sides of subarea. **Disadvantages:** None	Has existing or planned infrastructure to support development. **Advantages:** Adjacent connections on all sides of subarea. Soils in subarea suitable for infiltration. **Disadvantages:** None

Subarea	Water Services	Sanitary Sewer Services	Stormwater Services
3	Has existing or planned infrastructure to support development. **Advantages:** Adjacent 12” water pipe east and South of subarea. **Disadvantages:** None	Has existing or planned infrastructure to support development. **Advantages:** Adjacent 8” sewer east and south of subarea. **Disadvantages:** Pipe upsizing in surrounding area may need to occur to support development in subarea.	Has existing or planned infrastructure to support development. **Advantages:** Adjacent stormwater pipe south of subarea (unknown diameter). Soils in subarea suitable for infiltration **Disadvantages:** None
4	No existing water infrastructure. **Disadvantages:** Subarea requires utility extension of other subareas to develop for water services.	No existing sewer infrastructure. **Disadvantages:** Subarea requires utility extension of other subareas to develop for sanitary services.	No existing stormwater infrastructure. **Advantages:** Soils in subarea suitable for infiltration. **Disadvantages:** No nearby storm infrastructure if infiltration is not feasible.
5	No existing water infrastructure. **Disadvantages:** Subarea requires utility extension of other subareas to develop for water services.	No existing sewer infrastructure. **Disadvantages:** Subarea requires utility extension of other subareas to develop for sanitary services.	No existing stormwater infrastructure. **Advantages:** Soils in subarea suitable for infiltration. **Disadvantages:** No nearby storm infrastructure if infiltration is not feasible.
6	Has existing or planned infrastructure to support development. **Advantages:** Adjacent 8” water pipe east of subarea. **Disadvantages:** None	Has existing or planned infrastructure to support development. **Advantages:** Adjacent 8” storm pipe east of subarea. **Disadvantages:** None	Has existing or planned infrastructure to support development. **Advantages:** Adjacent 12” storm pipe east of subarea. Outfall directly into Willamette River is feasible. Soils in subarea suitable for infiltration. **Disadvantages:** None
7	No existing water infrastructure. **Disadvantages:** Subarea requires utility extension through exception lands before developing for water services.	No existing sewer infrastructure. **Disadvantages:** Subarea requires utility extension through exception lands before developing for sanitary services.	No existing stormwater infrastructure. **Advantages:** Soils in subarea suitable for infiltration. **Disadvantages:** No nearby storm infrastructure if infiltration is not feasible.

Subarea	Water Services	Sanitary Sewer Services	Stormwater Services
8	Has existing or planned infrastructure to support development. **Advantages:** Adjacent 12" water pipe west of subarea. Nearby 12" water pipe north of subarea. Can reach subarea with minor extension. **Disadvantages:** None	Has existing or planned infrastructure to support development. **Advantages:** Adjacent 12" sewer pipe west of subarea. **Disadvantages:** None	No existing stormwater infrastructure. **Advantages:** Soils in subarea suitable for infiltration. **Disadvantages:** No nearby storm infrastructure if infiltration is not feasible.
9	Has existing or planned infrastructure to support development. **Advantages:** Adjacent 12" water pipe northwest of subarea for suitable connection. Nearby 14" water pipe west of subarea. Can reach subarea with minor extension. **Disadvantages:** None	Has existing or planned infrastructure to support development. **Advantages:** Adjacent 6" sanitary force main south-west of subarea. Mulino Rd pump station located at South-West corner of subarea. **Disadvantages:** Pump station upsizing likely required to support new development.	No existing stormwater infrastructure. **Advantages:** Soils in subarea suitable for infiltration. **Disadvantages:** No nearby storm infrastructure if infiltration is not feasible.
10	Has existing or planned infrastructure to support development. **Advantages:** Adjacent 14" water pipe north of subarea. **Disadvantages:** None	Has existing or planned infrastructure to support development. **Advantages:** Adjacent 8" sewer on east and north of subarea. **Disadvantages:** Pipe upsizing in surrounding area may need to occur to support development in subarea.	Has existing or planned infrastructure to support development. **Advantages:** Adjacent stormwater pipe north of subarea (unknown diameter). Soils in subarea suitable for infiltration **Disadvantages:** None

Findings

Subareas 2, 3, 6, and 10 could be available for immediate addition to the UGB, with sufficient surrounding utilities for water, storm, and sewer. A soil survey of these areas showed mostly compatible A and B soil groups, which support high infiltration and lead to good conditions for dry well systems to manage stormwater, and is in line with a majority of Canby's existing storm systems. Subareas 8 and 9 each have semi suitable connections for UGB addition, though some upsizing and expansion may need to occur. Subarea 7 will have access to adjacent utilities once exception lands (1b) are developed. Subareas 4 and 5 are not good candidates for immediate addition to the UGB as there are not sufficient utility connections and transportation facilities without substantial expansion or upsizing to the surrounding areas. However, Subarea 7 will have adjacent connections once exception lands brought into the UGB are served by roads and utilities.

Goal 14 Location Factor 3

Location Factor 3 requires research of the Economic, Social, Environmental, and Energy (ESEE) consequences of development in proposed subareas. ESEE consequences determine potential positive or negative impacts of development. Like the other boundary location analyses, the ESEE analysis does not provide a definitive conclusion, but contains information to help inform decision makers.

Economic The economic consequences of developing each subarea include:

- Cost of land/transportation facilities/utilities/services
- Parcel size
- Development potential

Social The social consequences of developing each subarea include:

- Ease of access to services and amenities, such as schools, parks, library, commercial services
- Compatible nearby uses

Environmental (Figure 18) The environmental consequences of developing each subarea include:

- Hazard Risk (slope, floodplain)
- Goal 5 resources present

Energy The energy consequences of developing each subarea include:

- Amount of travel required to and from daily services and amenities
- Infrastructure improvements needed to serve development, such as road construction/improvements, pipe upsizing, and water or wastewater pumps

Table 29 summarizes subareas 2-10 relative to ESEE consequences.

Table 29. Goal 14 Location Factor 3

Subareas	Evaluation/Comments (Economic, Social, Environmental, Energy)
2	The consequences of expanding the UGB to subarea 2 for residential uses are positive overall, but the consequences of expanding the UGB for industrial uses are negative. • Located entirely within Canby city limits, so expansion into this area would promote good urban form. • Surrounded by residential development, making residential development preferable to industrial development. • A good opportunity to meet housing needs due to single ownership and unconstrained land. • Potential utility connections on adjacent lands to the south and very good transportation connectivity. • Low potential negative environmental consequences, such as disturbance of hydric soils, wetlands, or floodplains. • Would require less travel to and from services and amenities, and limited infrastructure improvements (road construction/improvements, pipe upsizing, water or wastewater pumps).

Subareas	Evaluation/Comments (Economic, Social, Environmental, Energy)
3	The consequences of expanding the UGB to subarea 3 for residential uses are positive overall, but the consequences of expanding the UGB for industrial uses are negative. • Abuts Canby city limits on three sides, so expansion into this area would promote good urban form. • Surrounded by residential development, making residential development preferable to industrial development. • A good opportunity to meet housing needs due to single ownership and unconstrained land. • Potential utility connections on adjacent lands and good transportation connectivity. • Low potential negative environmental consequences, such as disturbance of hydric soils, wetlands, or floodplains. • Would require less travel to and from services and amenities, and fewer infrastructure improvements than other areas.
4	The consequences of expanding the UGB to subarea 4 for residential or industrial uses are negative. • South boundary abuts Canby city limits and would promote good urban form. • Could help meet housing needs due to single ownership and unconstrained land. • Home of Swan Island Dahlias, which includes a commercial gift shop and tourism element. Development would require removing this local business and economic generator, and an institution that is important to Canby's history, culture, and identity. • Would require utility extension of other subareas to develop water and sanitary sewer services. • Low potential negative environmental consequences, such as disturbance of hydric soils, wetlands, or floodplains. • Would require more urban standard roadway upgrades than subareas 2 and 3 to provide accessible, safe, and convenient multimodal access to essential destinations in the established portion of Canby.
5	The consequences of expanding the UGB to subarea 5 for residential or industrial uses are negative overall. • Does not abut Canby city limits, so expansion into this area would not promote good urban form. • Not adjacent to residential or industrial development, making potential development incompatible with adjacent uses. • Adequate land and large parcels conducive to development despite environmental constraints. • Potential negative environmental consequences due to significant Goal 5 constraints. • Would require utility extension of other subareas to develop water and sanitary sewer services. • Would require more urban standard roadway upgrades than subareas 2, 3, and 4 to provide accessible, safe, and convenient multimodal access to essential destinations in the established portion of Canby.
6	The consequences of expanding the UGB to subarea 6 for residential uses are positive overall, but the consequences of expanding the UGB for industrial uses are negative. • East boundary abuts Canby city limits, so expansion into this area would promote good urban form. • Adjacent to residential development, making residential development preferable to industrial development. • Adequate land and large parcels conducive to development despite environmental constraints. • Portions of the subarea with hydric soil, but no presence of Goal 5 resources and low hazard risks. • Adjacent water, sanitary sewer, and stormwater utility connections.

Subareas	Evaluation/Comments (Economic, Social, Environmental, Energy)
	• Potential utility connections on adjacent lands and good transportation connectivity relative to subareas 4 and 5, though not as good as subareas 2 and 3. • Better transportation connectivity than subareas 5 with multiple north-south travel routes but would require more urban standard roadway upgrades to provide accessible, safe, and convenient multimodal access to essential destinations.
7	The consequences of expanding the UGB to subarea 7 for residential or industrial uses are neutral. • Primarily adjacent to farmland with some nearby rural residential development, making it most suitable for residential development. • Adequate land and large parcels conducive to development despite some environmental constraints. • Limited negative environmental consequences due to Goal 5 constraints. • Relies on utility extension to Subarea 1b exception lands to develop water and sanitary sewer services. • Connectivity to established infrastructure to the southwest is limited by the need for significant improvements along Haines Road and at the OR 99E intersection with Haines Road
8	The consequences of expanding the UGB for future development in subarea 8 are positive, primarily for industrial uses. • West boundary abuts Canby city limits, so expansion into this area would promote good urban form. • Adjacent to industrial development and farm uses, making industrial development preferable to residential development. • Adequate land and large parcels appropriate for industrial development with limited environmental constraints. • Portions of the subarea with hydric soil, but no presence of Goal 5 resources and low hazard risks. • Adjacent and nearby water, sanitary sewer, and stormwater utility connections. • Strong regional mobility potential due to its proximity to nearby arterial and collector roadways, and multiple connections to OR 99E.
9	The consequences of expanding the UGB for future development in subarea 9 are positive, primarily for industrial uses. • West boundary abuts Canby city limits, so expansion into this area would promote good urban form. • Nearby industrial and residential development and farm uses make it viable for residential or industrial development. • Adequate land and large parcels conducive to development despite environmental constraints. • Southern portion of the site is subject to 100-year floodplain. • Adjacent and nearby water, sanitary sewer, and stormwater utility connections. Sewer pump station upsizing likely required to support new development. • Strong regional mobility potential due to its proximity to nearby arterial and collector roadways, and multiple connections to OR 99E.
10	The consequences of expanding the UGB for future development in subarea 10 are positive, primarily for industrial uses. • West and north boundaries abut Canby city limits, so expansion into this area would promote good urban form. • Adjacent to residential development, farm uses, and the Canby Rod & Gun Club. Residential and industrial development is viable but locating residential development adjacent to the Canby Rod & Gun Club may be challenging. • Adequate land and large parcels appropriate for industrial development with limited environmental constraints. • Limited presence of Goal 5 resources and low hazard risks.

Subareas	Evaluation/Comments (Economic, Social, Environmental, Energy)
	• Adjacent water, sanitary sewer, and stormwater utility connections. Pipe upsizing may be needed to support new development. • Strong potential to naturally tie into the existing transportation infrastructure with limited upgrades

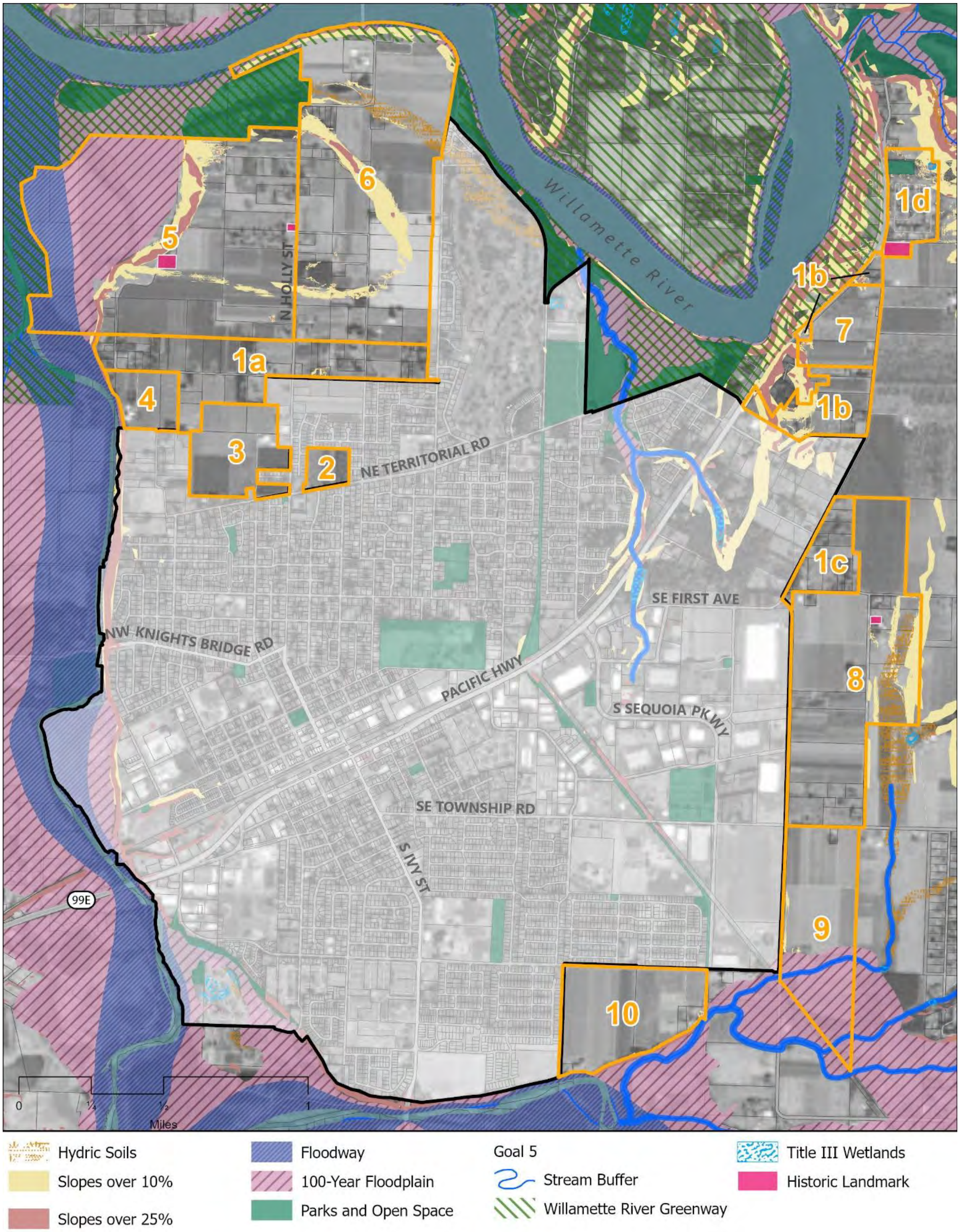
Findings

Subareas 2, 3, 6, 8, 9, and 10 would have the most positive comparative environmental, energy, economic and social consequences due to their location relative to the current UGB, compatibility with surrounding uses, supply of adequate suitable land, and lower costs to connect to the transportation network and serve with public utilities. Subareas 2, 3, 6, and 10 are best suited to accommodate residential land needs, while subareas 8 and 9 are best suited to accommodate industrial land needs. Subarea 7 is adjacent to exception lands that will be brought into the UGB and therefore has fewer positive consequences.

Subarea 5 has more negative comparative environmental, energy, economic and social consequences due to their lack of a contiguous border with existing city limits and higher costs to connect to the transportation network and serve with public utilities. Subarea 1d is also not well-suited due to the existing development pattern.

While adequate due to its location and suitable land, subarea 4 is not suitable for residential or industrial development due to the presence of Swan Island Dahlias, an important economic generator and cultural institution in Canby.

Figure 18. Goal 14 Location Factor 3 – Environmental Consequences



Goal 14 Location Factor 4

Location Factor 4 requires the City to evaluate the study area for compatibility of proposed urban uses with nearby agricultural and forest activities occurring on farm and forest land outside the UGB. The City researched adjacent agricultural and forest uses per subarea. The agricultural and forest uses were determined via data from USDA CropScape (Figure 19), Google Earth, and Clackamas County land use datasets. The following is a summary of compatibility of potential urban development (residential or industrial) with nearby agricultural and forecast activities surrounding each subarea.

Compatibility analysis criteria consider how new development within each subarea might interact with surrounding existing agricultural uses. Here are a few generalized examples:

- One subarea is separated from nearby farm operations by a road or rail-line, and another subarea is surrounded on three side by farms. The area separated from farms by a manmade feature would be more compatible with adjacent urbanization.
- One subarea is adjacent to fields that are being hayed, and another subarea is adjacent to land being used for a centralized animal feeding operation (CAFO). The area being hayed would be more compatible with adjacent urbanization.
- One subarea is adjacent to a dairy that has the potential for near continuous, daily operations.

Noise, odor, spray drift, or specific farming practices can interfere with residential uses. Some local crops, such as parsnips, carry risk of skin irritation on contact and must be secured from nearby residential areas. Conversely, the urbanizing an area could have negative impacts on existing agricultural uses and crop yields through increased traffic, conflicts with water availability and delivery, flooding, introduction of weeds or pests, damage to crops or livestock, trespassing, litter (including harmful pet waste), and vandalism.

The agricultural and forest compatibility analysis is an additional guide for decision makers in determining the best area(s) for UGB expansion, though all subareas are considered high value farmland. Existing agricultural uses and crops are illustrated in Figure 19 and Table 30summarizes subareas 2-10 relative to agricultural compatibility.

Figure 19. Goal 14 Location Factor 4 – Agricultural and Forest Uses

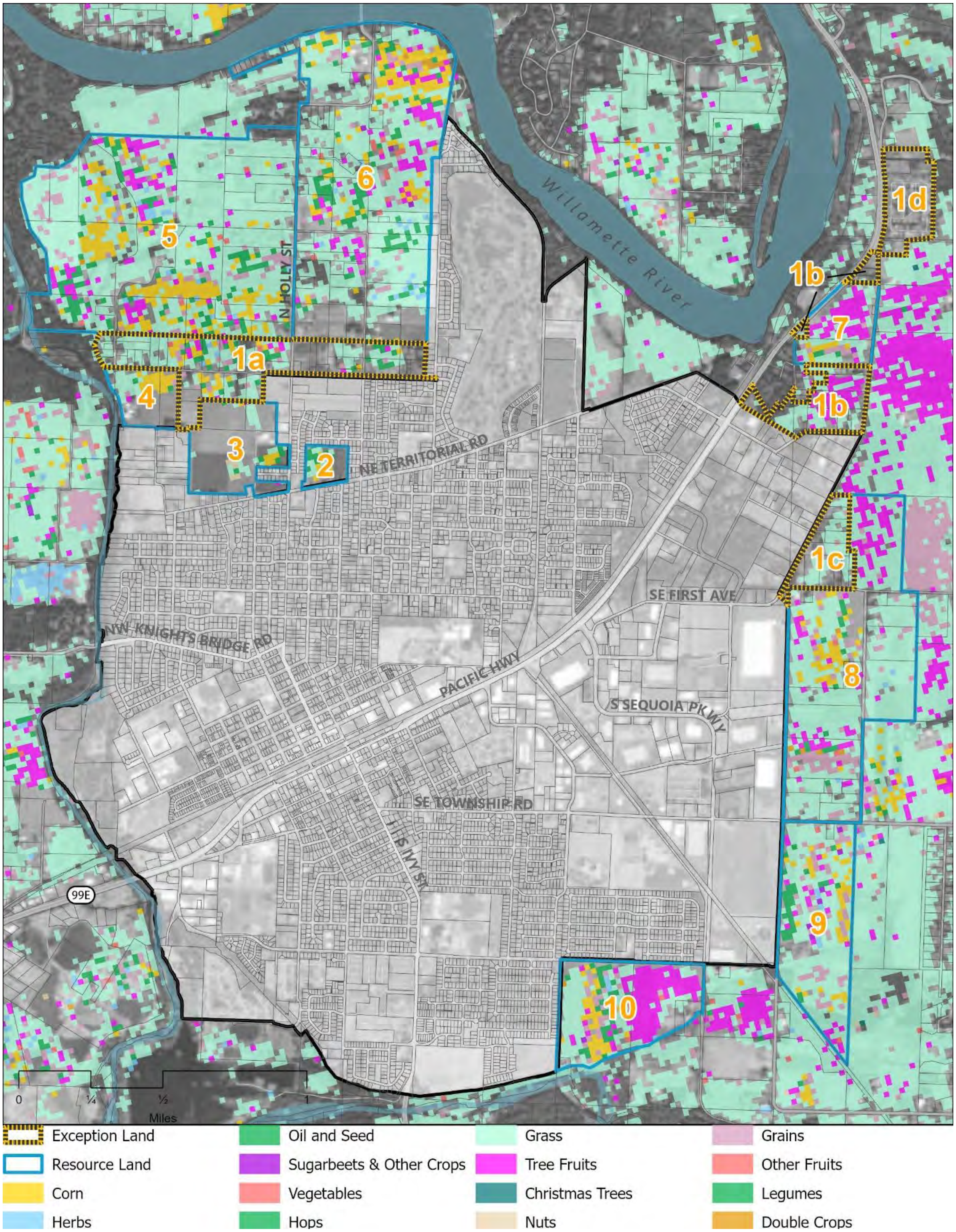


Table 30. Goal 14 Location Factor 4

Subareas	Evaluation/Comments
2	The compatibility consequences of expanding the UGB to subarea 2 for residential are generally positive overall. • Surrounded by residential development and does not impact agricultural uses.
3	The consequences of expanding the UGB to subarea 3 for residential are generally positive overall. • Surrounded on three sides by existing residential development. • Bordered on the north by existing agricultural uses in subarea 1a, which is exception land prioritized for residential development.
4	The consequences of expanding the UGB to subarea 4 for residential or industrial uses are negative overall. • Home of Swan Island Dahlias, this subarea borders Molalla River State Park to the west. • Borders subarea 1a (exception land) to the east. • Adjacent to residential uses within the existing UGB to the south. • Subarea 5 to the north with primarily agricultural uses. Subarea 5 contains significant Goal 5 constraints and currently grows turnips, rutabagas, parsnip, rhubarb, green beans, radishes, corn, other vegetables, and grasses.
5	The consequences of expanding the UGB to subarea 5 for residential or industrial uses are negative overall. • Not adjacent to residential or industrial development. • Borders the Molalla River State Park on the west and the Willamette Riverfront to the north. • Adjacent to Swan Island Dahlias to the south. • Development could impact existing agricultural uses in subarea 6 to the east. Portions of subarea 6 contain hydric soil, and the area is primarily agricultural when the soil is dry.
6	The consequences of expanding the UGB to subarea 6 for residential uses are positive overall, but the consequences of expanding the UGB for industrial uses are negative. • Adjacent to Willamette Valley Country Club's golf course to the east. • Borders subarea 1a (exception land) to the south, which is currently a mix of residential and agricultural uses. • Willamette Riverfront runs across the northern border of this subarea. • Subarea 5 to the north with primarily agricultural uses. Subarea 5 contains significant Goal 5 constraints and currently grows turnips, rutabagas, parsnip, rhubarb, green beans, radishes, corn, other vegetables, and grasses.
7	The consequences of expanding the UGB to subarea 7 for residential or industrial uses are negative. • Adjacent to farmland to the east that is not currently being considered for development and containing primarily fruit trees and grasses. • Near some rural residential development to the north and south in subarea 1b. • Abuts Willamette Riverfront to the west.
8	The consequences of expanding the UGB for future development in subarea 8 are positive, primarily for industrial uses. • Adjacent along the western border to industrial development within the existing UGB. • Borders agricultural uses, primarily grassland with some fruit trees, along the east. • Subarea 9 sits to the south with existing agricultural uses, primarily grasses, grains, and hops. • Subarea 1c is to the north with a mix of residential uses and grass farms.

Subareas	Evaluation/Comments
9	The consequences of expanding the UGB for future development in subarea 9 are positive, primarily for industrial uses. • Runs along the existing UGB with industrial, residential development, and some grass farming to the west. • Borders subarea 8 to the north with existing farming. • Adjacent to farming to the east, which is predominantly devoted to grass, and 100-year floodplain to the south.
10	The consequences of expanding the UGB for future development in subarea 10 are positive, primarily for industrial uses. • Adjacent to residential development, farm uses (fruit trees and grasses), and the Canby Rod & Gun Club.

Findings

Subareas 2 and 3 have the least amount of nearby agricultural land. All other subareas carry some level of potential for conflict, with adjacent farming uses, mostly grass (pasture, sod, and seed), fruit trees, and vegetable and flower farming.

Increased residential development could create transportation conflicts with farming equipment being hauled slowly on existing roads accessible to those in Subareas 5 and 6.

Industrial development in subareas 8 and 9 have the least amount of impact on agriculture and forest land, with lengthy borders along existing industrial and the agricultural land being primarily grass land with sufficient transportation access for farm equipment.

6. UGB Amendment Recommendation

This section makes recommendations about how the City should accommodate its future land need through a UGB expansion. The 541.7-acre land need includes 73.1 acres of residential land need, 3.7 acres of neighborhood-serving commercial land need, 25.7 acres of park land need, and 439.2 acres of employment land need. State law requires Canby to accommodate the entire residential land need. The City has the option of accommodating all or part of the park land need and employment land need.

The City is not required to assign land uses to the UGB expansion recommendation. However, discussing potential land uses is helpful in determining the location of the UGB amendment. The recommendation is illustrated in Figure 20 and a summary is provided in Table 31.

Urban Growth Boundary Amendment Recommendation

First Priority: Exception Lands

Subareas 1a, 1b, 1c, and 1d are the first priority for adding to the Canby UGB. The City recommends the following for each first priority subarea.

Subarea 1a
Located in the northwest portion of the Study Area, the 115.9 unconstrained acres in Subarea 1a are more than enough land to accommodate the entire 73.1 acres of residential need, 3.6 acres of associated neighborhood-serving commercial, and 25.7 acres of park land. The City will need to decide how many acres of park need will be accommodated in this subarea. Any remaining lands will be left out of the Canby UGB as the area is unsuitable for employment uses.

Recommendation: Add 73.1 acres from Subarea 1a to the UGB to accommodate the entire residential land deficit.

Recommendation: Add up to 25.7 acres of park land from Subarea 1a to the UGB to accommodate some or all of the park land deficit.

Recommendation: Add up to 3.6 acres of neighborhood-serving commercial land from Subarea 1a to the UGB.

Subarea 1b
Since the City's entire residential need is accommodated in Subarea 1a, the 50.0 acres in Subarea 1b will need to be brought in as employment lands.

Recommendation: Add the 50.0 acres (42.3 unconstrained acres) in Subarea 1b to the UGB to accommodate a portion of the employment land deficit. This area could also include parks.

Subareas 1c
Since the City's entire residential need is accommodated in Subarea 1a, the 34.3 unconstrained acres in Subarea 1b will need to be brought in as employment lands.

Recommendation: Add the 34.3 unconstrained acres in Subareas 1c to accommodate a portion of the employment land deficit. This area could also include parks.

Subarea 1d
The 39.0 acres in Subarea 1d are not ready for efficient urban development. The subarea contains a manufactured home park, cemetery, and historic structure, leaving very little buildable land. Connectivity to transportation infrastructure to the southwest is limited by the

need for significant urban upgrades along Haines Road and at the OR 99E intersection with Haines Road. Existing infrastructure is not suitable for more intensive development and would require utility extensions.

Recommendation: Do not add any land from Subarea 1d into the Canby UGB.

Fourth Priority: High Value Farmland

The following subareas are candidates to accommodate some or all of the employment land need 439.2 acres. The City recommends the following for each fourth priority subarea.

Subarea 2
Located entirely within city limits, the 13.0 unconstrained acres in Subarea 2 are appropriate for residential development. The subarea has the potential to tie into existing Canby transportation, water, sewer, and stormwater infrastructure. Residential development in Subarea 2 would promote good urban form and the parcels that surround it have been developed as residential subdivisions. However, the City's entire residential land need can be accommodated on first priority lands.

It is possible for the City to add Subarea 2 to the UGB through a Goal 3, 11, and 14 irrevocably committed exception process. An "irrevocably committed" exception does not require demonstration of land need; instead, it can be added to the UGB because it is irrevocably committed to urban uses. OAR 660-004-0028 contains criteria for this type of exception.

If the City uses a goal exception to add this subarea before or at the same time as the larger UGB amendment, the UGB expansion report would need to factor in the 13 acres of land provided here, reducing the land needed in other subareas.

Recommendation: Consider adding Subarea 2 to the UGB through a subsequent Goal 3, 11, and 14 irrevocably committed exception process.

Subarea 3
Surrounded on three sides by Canby city limits and adjacent to residential development, the 60.8 unconstrained acres in Subarea 3 are appropriate for residential development. It has the potential to tie into the existing transportation, water, sewer, and stormwater infrastructure, with some transportation connectivity limitations to the south. However, the City's entire residential land need can be accommodated on first priority lands.

Subarea 3 is located between the existing UGB and part of subarea 1a. The City could rely on OAR 660-024-0067(3)(a) regarding the inclusion of "small" priority 4 areas in a UGB:

> *(3) Notwithstanding section (2)(c) or (d) of this rule, land that would otherwise be excluded from a UGB may be included if:*
>
> *(a) The land contains a small amount of third or fourth priority land that is not important to the commercial agricultural enterprise in the area and the land must be included in the UGB to connect a nearby and significantly larger area of land of higher priority for inclusion within the UGB; or*

Subarea 1a lies north of the Holly Street Development Concept Plan Area boundary and appears to be serviceable by sewer and water line extensions in the Holly Street right of way, which is already inside the UGB. If the City can demonstrate that parts of Subarea 3 are needed to connect to parts of Subarea 1a due to the need for efficient development patterns and infrastructure extensions, a portion of subarea 3 could be added to the UGB.

However, given the City's plans for utilities in Holly Street extending up to 22nd Avenue, as described in the Holly Street Development Concept Plan, this may not be possible.

If all of Subarea 1a is added to the UGB, Subarea 3 would become a "hole" in the UGB. In future UGB amendments, it is likely that subarea 3 would be added to the UGB either through a goal exception or because it will be highly suitable based on a Goal 14 analysis.

If the City uses a goal exception to add this subarea before or at the same time as the larger UGB amendment, the UGB expansion report would need to factor in the 61 acres of land provided here, reducing the land needed in other subareas.

Recommendation: Consider adding Subarea 3 to the UGB as part of a subsequent amendment either through a goal exception or Goal 14 analysis.

Subarea 4

Subarea 4 (27.8 acres) is home to Swan Island Dahlia Farm, which is an important social, cultural, and economic institution in Canby with farm and commercial operations. It requires more urban standard roadway upgrades in the existing UGB to provide accessible, safe, and convenient multimodal access to essential destinations in the established portion of Canby. It does not have good access to existing infrastructure.

Recommendation: Do not add any land from Subarea 4 into the Canby UGB.

Subarea 5

Of the 392.5 acres in Subarea 5, 206.3 acres are unconstrained and appropriate for residential development, but it is not currently ready for efficient residential development since the subarea is not adjacent to Canby's UGB. It has potential to connect into the existing Canby transportation infrastructure, but not as well as Subareas 2 or 3 as more urban standard roadway upgrades would be required. It does not have good access to existing infrastructure. In addition, the City's entire residential land need can be accommodated on first priority lands.

Recommendation: Do not add any land from Subarea 5 into the Canby UGB.

Subarea 6

292.9 of the 345.8 acres in Subarea 6 are unconstrained and appropriate for residential development. The eastern portion of the subarea abuts Canby city limits and is adjacent to residential development so it would promote good urban form. It has good potential to tie into existing transportation infrastructure with multiple north-south travel routes but would require urban standard roadway upgrades. It has access to water, sewer, and stormwater infrastructure. However, the City's entire residential land need can be accommodated on first priority lands.

Recommendation: Do not add any land from Subarea 6 into the Canby UGB.

Subarea 7

Subarea 7 is 40.5 acres and includes 38.7 acres are unconstrained and appropriate for industrial development. It does not currently abut city limits but is surrounded by exception land (Subarea 1b) that will be brought into the UGB for employment uses as described above. Connectivity to established infrastructure in the existing UGB to the southwest is limited by the need for significant urban upgrades along Haines Road and at the OR 99E intersection with Haines Road. It will require utility extensions through Subarea 1b for water and sewer infrastructure.

Recommendation: Add Subarea 7 (40.5 acres) to the UGB, including 38.7 unconstrained acres to accommodate a portion of the employment land deficit. This area could also include parks.

Subarea 8
213.5 of the 227.9 acres in Subarea 8 are unconstrained and appropriate for industrial development. 14.5 acres are constrained by a historic landmark and land with slopes greater than 10%. The western boundary of Subarea 8 abuts city limits and northern boundary abuts Subarea 1c. It is adjacent to industrial development and farm uses. Subarea 8 has strong regional mobility potential due to its proximity to nearby arterial and collector roadways, and multiple connections to OR 99E. Subarea 8 has access to existing or planned water and sewer services, but there is no existing stormwater infrastructure.

Recommendation: Add Subarea 8 (227.9 acres) to the UGB, including 213.5 unconstrained acres to accommodate a portion of the employment land deficit. This area could also include parks.

Subarea 9
Of the 112.0 acres in Subarea 9, 68.0 are unconstrained and appropriate for industrial development. 43.1 acres fall within a Goal 5 stream buffer and the 100-year floodplain. The western boundary of Subarea 9 abuts city limits. It is adjacent to industrial development and farm uses. Subarea 9 has strong regional mobility potential due to its proximity to nearby arterial and collector roadways, and multiple connections to OR 99E. Subarea 9 has access to existing or planned water and sewer services, but there is no existing stormwater infrastructure.

Recommendation: Add 60.8 acres of Subarea 9 to the UGB to accommodate a portion of the employment land deficit. This area could also include parks.

Subarea 10
Subarea 10 has 94.8 unconstrained acres that are appropriate for residential or industrial development and ready for efficient urban development as it abuts Canby city limits to the north and west. It has strong potential to tie into transportation infrastructure with limited urban upgrades. The subarea has existing or planned water, sewer, and stormwater infrastructure. It's adjacent to residential development, farm uses, and the Canby Rod & Gun Club property.

Recommendation: Do not add any land from Subarea 10 into the Canby UGB at this time as it may be more appropriate for future residential use.

Table 32. UGB Expansion Recommendation by Subarea

Subarea	Gross Acres	Gross UGB Acres	Unconstrained Residential Acres	Unconstrained Nbhd Comm Acres	Unconstrained Park Acres	Unconstrained Employment Acres	Total Unconstrained Acres
1a	115.9	102.5	73.1	Up to 3.7	Up to 25.7		Up to 102.5*
1b	50.0	50.0				42.3	42.3
1c	34.3	34.3				34.3	34.3
1d	39.0						
2	13.0						
3	60.8						
4	27.8						
5	392.5						
6	345.8						
7	40.5	40.5				38.7	38.7
8	227.9	227.9				213.5	213.5
9	112.0	60.8				60.8	60.8
10	95.9						
TOTAL	**1,555.4**	**516.0**	**73.1**	**Up to 3.7**	**Up to 25.7**	**389.6**	**Up to 492.1**

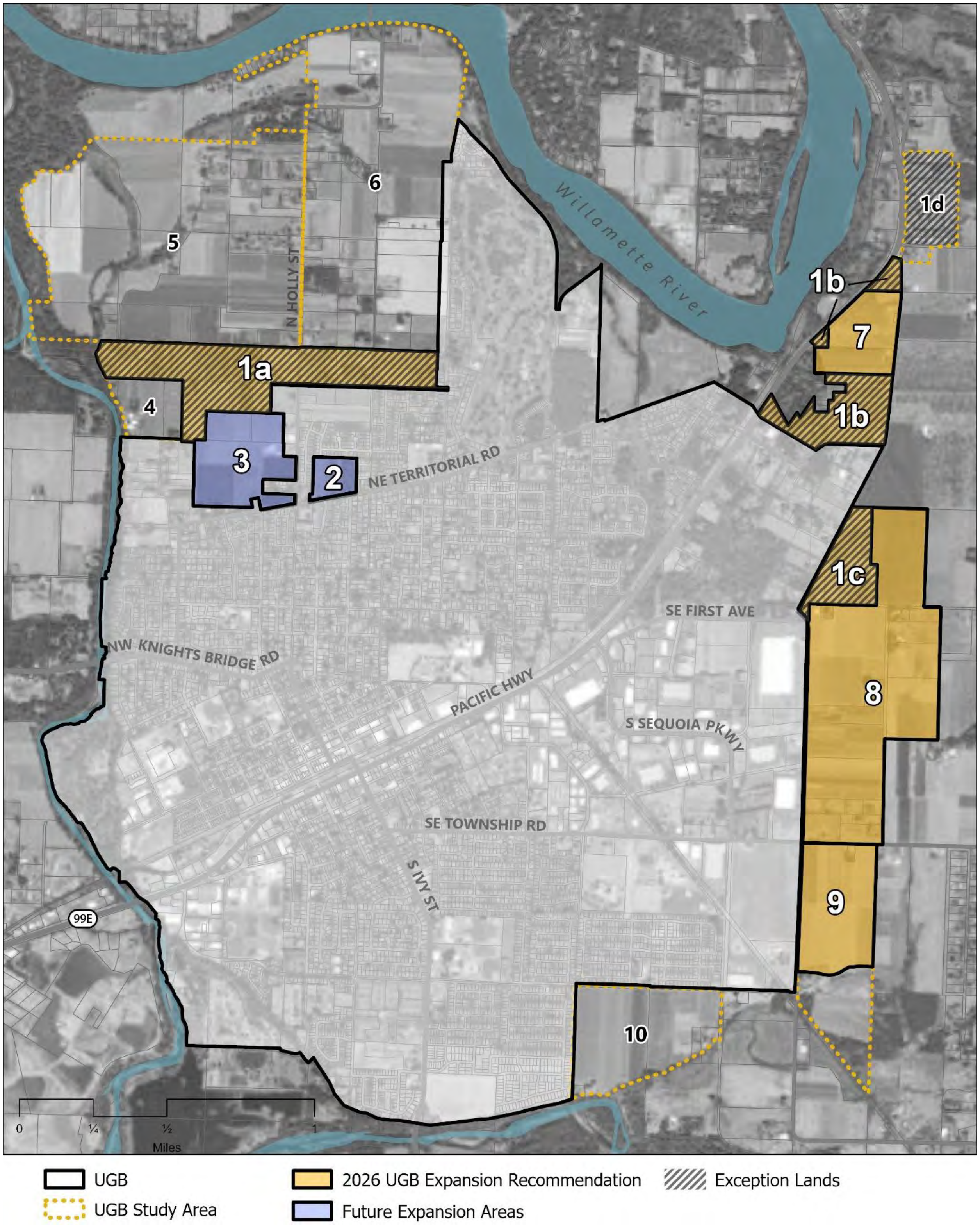
*Subject to City decisions about neighborhood-serving commercial and park land in Subarea 1a.

As shown in Table 33, the Canby UGB Expansion Recommendation contains up to 492.1 unconstrained acres, including 73.1 acres for residential needs, up to 25.7 acres for park needs, up to 3.7 acres for neighborhood-serving commercial needs, and 389.6 acres for employment needs. The 492.1-acre total of unconstrained land is 49.6 acres less than the identified land need. The proposed employment (industrial) area is 25.7 gross acres/49.6 acres less than the employment land need.

Table 33. UGB Expansion Recommendation by Subarea

Land Use	Land Need	UGB Expansion Recommendation	
		Gross Acres	Unconstrained Acres
Residential	73.1 acres	73.1 acres	73.1 acres
Neighborhood-Serving Commercial	3.7 acres	Up to 3.7 acres	Up to 3.7 acres
Parks	25.7 acres	Up to 25.7 acres	Up to 25.7 acres
Employment	439.2 acres	413.5 acres	389.6 acres
TOTAL	**541.7 acres**	**Up to 516 acres**	**Up to 492.1 acres**

Figure 20. Urban Growth Boundary Expansion Recommendation



CANBY CITY COUNCIL
SPECIAL CALLED MEETING MINUTES
JULY 22, 2026

PRESIDING: Brian Hodson

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

COUNCIL ABSENT: Herman Maldonado

STAFF PRESENT: Randy Ealy, Interim City Administrator; Teresa Ridgley, Deputy City Recorder; Jamie Stickel, Economic Development Director; Spencer Polack, Interim Public Works Director; and Ruth Reyes, Finance Technician III.

CALL TO ORDER: Mayor Hodson called the meeting to order at 7:00 p.m.

PUBLIC HEARING: Noise Variance for Zuniga Household – Mayor Hodson opened the public hearing and read the hearing statement.

Randy Ealy, Interim City Administrator, presented the staff report. He said this was a request for a noise variance for August 1 from 10 p.m. to 3 a.m. on August 2. Notices had been sent and no public comment had been received.

Jezebel Zuniga, applicant, said there would be some music, but no live bands. Her family was visiting from California and they wanted a place to go after the party. She thought this had been an easy process, but she suggested the City update the price on the website.

There was no public testimony.

Mayor Hodson closed the public hearing.

****Councilor Davis moved to adopt Order 26-04, AN ORDER GRANTING A NOISE VARIANCE APPLICATION TO THE ZUNIGA HOUSEHOLD TO HOST A FAMILY GATHERING WITH MUSIC AND SOCIALIZING AT 840 N. GRANT STREET FROM APPROXIMATELY 10:00 P.M. ON AUGUST 1, 2026, TO 3:00 A.M. ON AUGUST 2, 2026. Motion was seconded by Councilor Padden and passed 5-0.**

Mayor Hodson announced ODOT had approved the Walnut Street connection to 99E and the bid opening for the project would be on August 12.

Mayor Hodson adjourned the meeting at 7:11 p.m.

CANBY CITY COUNCIL
SPECIAL CALLED MEETING MINUTES
JULY 22, 2026

PRESIDING: Brian Hodson

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

STREET MAINTENANCE TASK FORCE PRESENT: Teresa Sasse, Co-Chair; Laura Hubbard, Member; Jackie Jones, Member.

STAFF PRESENT: Randy Ealy, Interim City Administrator; Teresa Ridgley, Deputy City Recorder; Jamie Stickel, Economic Development Director; Spencer Polack, Interim Public Works Director; and Ruth Reyes, Finance Technician III.

CALL TO ORDER: Mayor Hodson called the meeting to order at 7:11 p.m.

STREET MAINTENANCE FEE: Jamie Stickel, Economic Development Director, introduced the topic. The consultants would explain the way the fee was being engineered. The numbers were a baseline based off maintaining the current Pavement Condition Index of 75. The Council would receive a recommendation from the Task Force for the fee. She encouraged them to think of potential increases as an overall target rather than each individual resident or business charge. She reviewed definitions in the documents.

Tony Roos and Andrew Mancini, Kittelson & Associates, gave a presentation on the Street Maintenance Fee. They gave a context for the fee, stating the current fee generated approximately $650,000 annually but needed updating due to changed travel patterns, population increase, new land uses like food trucks, increased delivery trips, equity in applying fees, and updated ITE trip generation manual from version 8 to 12. He discussed the revenue went to roadway rehabilitation and preventative maintenance. The goal was to maintain the City-wide Pavement Condition Index (PCI) of 75. The funds included most roads in Canby but excluded 99E/SW 1st Avenue. They would also have to bring the ADA ramps up to current code, which the fee would also need to cover. The goal in updating the fee now was to redistribute bills using the updated methodology.

The proposed new system would generate around $1 million annually, and the increases could be phased in over time. Residential fees would increase to $7.50 per month for single-family homes and all residential accounts would bring in $620,000 per year total. The cost for non-residential accounts would be based on total trips estimated and bring in about $380,000 per year. They explained the residential account charges and compared Canby’s charges with other cities, gave example trip generation categories, and discussed industrial and manufacturing sites and trip generation, example fee calculation, rate table by land use, and proposed bills above $400 per month for some businesses. These hypothetical fee changes showed significant increases for some businesses like car washes and fast food restaurants, while some businesses like high schools and warehouses would see decreases.

There was discussion regarding the rate split between residential and non-residential, how it would be billed, improved business tracking, phasing in the high increases for businesses, bringing back options for Council, looking far into the future when making these decisions and making the fee resilient, how the fees proposed might be too high for businesses, having a more equitable split between the residential and non-residential fee, and phasing in the fee over several years.

Mr. Roos continued the presentation by discussing proposed bills with the greatest increase, proposed bills with the greatest decrease, other Oregon street maintenance fee rates for single family, and next steps.

There was discussion regarding phasing in the decrease as well as the increase, whether or not to exempt the City and Fire Department, appeal process, updating the ordinance, education and follow up for businesses, misclassification, and results of the audit work.

The Street Maintenance Task Force would meet to determine what changes need to be implemented and then present their recommendations to Council for a January 1 implementation.

Mayor Hodson adjourned the meeting at 9:02 p.m.

Maya Benham, CMC	Brian Hodson
City Recorder	Mayor

Assisted with Preparation of Minutes – Susan Wood

CITY COUNCIL Staff Report

Meeting Date: 9/2/2026

To:	The Honorable Mayor Hodson & City Council
Thru:	Randy Ealy, Interim City Administrator
From:	Patrick Mahoney, WWTP Supervisor
Agenda Item:	Consider **Ordinance No. 1677**: An Ordinance Authorizing the Interim City Administrator to Enter into a Cooperative Improvement Agreement between the City of Canby and APEX in the Amount of $1,952,618.02 for the UV Disinfection project. (*Second Reading*)

Summary

The UV disinfection system is an essential part of protecting environmental and public health for wastewater discharge to be safe for contact with people and the environment. UV disinfection uses high energy UV light to damage RNA cells in vector microbes to prevent the spread of diseases. This is a major compliance point for the Wastewater Treatment Plant and the easiest place to have a regulatory violation.

Background

The current UV disinfection system at the Wastewater Treatment Plant is at end of life for parts and service. There are also major performance issues and excessive maintenance involved with operating the current UV system. This CIP project has been in process for over 26 months. This project would add a third channel to the current UV system to allow for additional capacity.

Discussion

The City of Canby has worked with Gordian, a company that simplifies the construction procurement process with cooperative job order contracting. The contractor for this project is APEX, and the process was started with a joint scope meeting with staff, Gordian, and APEX. From that meeting, Gordian coordinated with APEX and staff to create a detailed scope of work followed by a price proposal. After the price proposal is reviewed and accepted by Gordian, the job order is issued.

Attachments

1. Ordinance No. 1677
2. Exhibit A Agreement

Fiscal Impact

This Capital Improvement Project is in the Facility Master Plan and was approved in the FY26-27 budget for $1.5M. The additional cost is due to adding the third channel. Should it be necessary later in the fiscal year, a supplemental budget will be completed.

Options

1. Approve **Ordinance No. 1677** as presented.
2. Deny the ordinance and postpone the UV disinfection project, which is our only permitted disinfection method with DEQ.

Recommendation

Staff recommend Council's approval of **Ordinance No. 1677**.

Proposed Motion

"I move to adopt **Ordinance No. 1677**, an Ordinance Authorizing the Interim City Administrator to enter into a Cooperative Improvement Agreement between the City of Canby and APEX in the amount of $1,952,618.02 for the UV Disinfection project."

ORDINANCE NO. 1677

AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO ENTER INTO A COOPERATIVE IMPROVEMENT AGREEMENT BETWEEN THE CITY OF CANBY AND APEX IN THE AMOUNT OF $1,952,618.02 FOR THE UV DISINFECTION PROJECT.

WHEREAS, the Waste Water Treatment Plant UV System has been deemed to be at end of life for parts and service;

WHEREAS, City is designing and replacing the UV Disinfection System at Waste Water Treatment Plant;

WHEREAS, the cost of this work performed by APEX pursuant to this Agreement is $1,952,618.02; and

WHEREAS, this cooperative improvement agreement has been reviewed and approved through the city approval process and is believed to be in the best interest of the City to enter into a contract with APEX;

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 Cooperative Improvement Agreement with APEX. A copy of the Agreement is attached hereto as Exhibit "A".

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

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, August 19, 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 September 2, 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 the second and final reading by the Canby City Council at a regular meeting thereof on the 2nd day of September, 2026, by the following vote:

YEAS_______ NAYS_______

____
Brian Hodson
Mayor

ATTEST:

____
Maya Benham, CMC
City Recorder

Exhibit A

OMNIA PARTNERS

GORDIAN®

Work Order Signature Document

EZIQC Contract No.: 2025-019265

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.:	26- CWWT-0001.00	Work Order Date:	07/28/2026
Work Order Title:	Canby Waste Water Treatment Plan UV Install		
Owner Name:	City of Canby	Contractor Name:	Apex Mechanical LLC
Contact:	Denise LaRue	Contact:	John Muonio
Phone:	503-266-0725	Phone:	360-342-8534

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No 2025-019265.

Brief Work Order Description:

UV upgrade at current waste water treatment plant

Time of Performance Estimated Start Date:

Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $1,952,618.02

Owner Purchase Order Number:

Approvals

City of Canby Date

Contractor 7-29-26 Date

OMNIA® PARTNERS

GORDIAN®

Detailed Scope of Work

To: John Muonio
Apex Mechanical LLC
1507 SE Eaton Blvd
Battle Ground, WA 98604
360-342-8534

From: Denise LaRue
City of Canby
222 NE 2nd Avenue
Canby, OR 97013
503-266-0725

Date Printed: July 28, 2026

Work Order Number: 26- CWWT-0001.00

Work Order Title: Canby Waste Water Treatment Plan UV Install

Brief Scope: UV upgrade at current waste water treatment plant

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

1. Design UV system utilizing Windsor engineers 2. Design system around Trojan UV system per the clients request. 3. Submit for permits 4. Addition of Third Channel per request of Owner 5. Replace 14" isolation valve underground located before the UV building. 6. Replace 2 mud valves located in the channels 7. Replace 1 mud valve located in the settling pond after the channels. 8. Remove 2 weirs located in the channel. 9. Remove and replace or install in new location weir on outlet side of settling pond. 10. Install Trojan UV system in channels 11. Install 2 new plates in channel to smooth water flow. 12. Install 1 new modulating gate 13. Install new floats to control gate. 14. Install all electrical required 15. Connect UV system to existing Scada 16. Remove and replace concrete as necessary 17. Repair landscaping as needed. 18. Keep clean work area. 19. Install bypass pump with redundancy around channels to allow work to be completed 20. Install temporary weir to monitor water flow 21. Test and commission Trojan system.

Subject to the terms and conditions of JOC Contract **2025-019265**.

Contractor ______________________ 7-29-26
Date

City of Canby ______________________ ____________
Date

Contractor's Price Proposal - Summary

Date: July 28, 2026

Re:	IQC Master Contract #:	2025-019265
	Work Order #:	26- CWWT-0001.00
	Owner PO #:	
	Title:	Canby Waste Water Treatment Plan UV Install
	Contractor:	Apex Mechanical LLC
	Proposal Value:	$1,952,618.02

Section - 01	**$814,609.57**
Section - 02	**$27,043.55**
Section - 03	**$37,416.60**
Section - 05	**$39,235.67**
Section - 07	**$1,039.72**
Section - 23	**$197,095.20**
Section - 26	**$160,159.94**
Section - 31	**$8,410.71**
Section - 33	**$1,939.05**
Section - 40	**$35,074.01**
Section - 46	**$630,594.00**
Proposal Total	**$1,952,618.02**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **32.29%**

Contractor's Price Proposal - Detail

Date: July 28, 2026

Re:

IQC Master Contract #:	2025-019265
Work Order #:	26- CWWT-0001.00
Owner PO #:	
Title:	Canby Waste Water Treatment Plan UV Install
Contractor:	Apex Mechanical LLC
Proposal Value:	$1,952,618.02

#	Sect.	Item	Mod.	UOM	Description	Line Total
	Labor / Equip.	Material	(Excludes)			

Section - 01

#	Sect.	Item	Mod.	UOM	Description	Quantity	Unit Price	Factor	Total	Line Total
1	01 22 20	00 0013		HR	Equipment Operator, Light (Backhoe, Skid-Steer Loader)For tasks not included in the Construction Task Catalog® and as directed by owner only. Installation. Hours for operating equipment specifically for the addition of the 3rd channel	10.00	87.30	1.1925	1,041.05	$1,041.05
2	01 22 20	00 0013		HR	Equipment Operator, Light (Backhoe, Skid-Steer Loader)For tasks not included in the Construction Task Catalog® and as directed by owner only. Installation. Equipment operator 1 guy for a total of 120 hours across 3 machines	120.00	87.30	1.1925	12,492.63	$12,492.63
3	01 22 20	00 0013	0001	MOD	For Foreperson, Add. Installation	120.00	4.37	1.1925	625.35	$625.35
4	01 22 20	00 0015		HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only. Installation. Labor required to install the NPP UV system. 10 Weeks Superinetendent Foreman 3 x Labors	2,000.00	68.71	1.1925	163,873.35	$163,873.35
5	01 22 20	00 0015		HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only. Installation. Labor required for addition of the 3rd NPP UV System Superintendent Foreman 3 x Labors 6 Weeks	1,000.00	68.71	1.1925	81,936.67	$81,936.68
6	01 22 20	00 0058		HR	Principal Engineer. Installation. Engineering for UV system, Windsor Engineers	20.00	209.92	1.1925	5,006.59	$5,006.59
7	01 22 20	00 0058		HR	Principal Engineer. Installation. Additional Engineering for 3rd Channel	40.00	209.92	1.1925	10,013.18	$10,013.18
8	01 22 20	00 0059		HR	Senior Engineer. Installation. Additional Engineering for 3rd Channel	50.00	174.08	1.1925	10,379.52	$10,379.52
9	01 22 20	00 0059		HR	Senior Engineer. Installation. Engineering for UV system, Windsor Engineers	1,464.00	174.08	1.1925	303,912.35	$303,912.35

Contractor's Price Proposal - Detail Continues..

Work Order Number: 26- CWWT-0001.00
Work Order Title: Canby Waste Water Treatment Plan UV Install

Section - 01

10	01 22 20 00 0060		HR	Engineer								$6,696.32
			Installation	Quantity 41.00	x	Unit Price 136.96	x	Factor 1.1925	=	Total 6,696.32		
			Engineering for UV system, Windsor Engineers									
11	01 22 20 00 0060		HR	Engineer								$81,662.40
			Installation	Quantity 500.00	x	Unit Price 136.96	x	Factor 1.1925	=	Total 81,662.40		
			Additional Engineering for 3rd Channel									
12	01 22 23 00 0288		MO	2,000 To 2,400 Lb. Capacity, 72" Wide, Skid-Steer Loader With Full-Time Operator								$22,004.92
			Installation	Quantity 1.00	x	Unit Price 18,452.76	x	Factor 1.1925	=	Total 22,004.92		
			Additional Month for equipment needed for 3rd channel									
13	01 22 23 00 0288	0069	MOD	For Equipment Without Operator, Deduct								-$18,044.06
			Installation	Quantity 1.00	x	Unit Price -15,131.29	x	Factor 1.1925	=	Total -18,044.06		
14	01 22 23 00 0288		MO	2,000 To 2,400 Lb. Capacity, 72" Wide, Skid-Steer Loader With Full-Time Operator								$7,921.71
X			Installation	Quantity 2.00	x	Unit Price 3,321.47	x	Factor 1.1925	=	Total 7,921.71		
			Skidsteer without operator									
15	01 22 23 00 0306		MO	Broom Attachment For Skid-Steer Loaders								$1,218.03
			Installation	Quantity 1.00	x	Unit Price 1,021.41	x	Factor 1.1925	=	Total 1,218.03		
			Additional Month for equipment needed for 3rd channel									
16	01 22 23 00 0306		MO	Broom Attachment For Skid-Steer Loaders								$2,436.06
			Installation	Quantity 2.00	x	Unit Price 1,021.41	x	Factor 1.1925	=	Total 2,436.06		
			Skidsteer broom for cleanup									
17	01 22 23 00 0360		DAY	1-1/8 To 1-1/4 CY Hydraulic Excavator With Full-Time Operator								$11,646.69
			Installation	Quantity 6.00	x	Unit Price 1,627.77	x	Factor 1.1925	=	Total 11,646.69		
			Equipment needed to excavate for 3rd channel									
18	01 22 23 00 0360	0069	MOD	For Equipment Without Operator, Deduct								-$848.98
			Installation	Quantity 1.00	x	Unit Price -711.93	x	Factor 1.1925	=	Total -848.98		
19	01 22 23 00 0360		DAY	1-1/8 To 1-1/4 CY Hydraulic Excavator With Full-Time Operator								$4,368.56
X			Installation	Quantity 4.00	x	Unit Price 915.84	x	Factor 1.1925	=	Total 4,368.56		
			Excavator without operator									
20	01 22 23 00 0399		DAY	24" Compaction Wheel Attachment For Hydraulic Excavators								$446.42
			Installation	Quantity 2.00	x	Unit Price 187.18	x	Factor 1.1925	=	Total 446.42		
			Compaction wheel for excavator									
21	01 22 23 00 0399		DAY	24" Compaction Wheel Attachment For Hydraulic Excavators								$446.42
			Installation	Quantity 2.00	x	Unit Price 187.18	x	Factor 1.1925	=	Total 446.42		
			Equipment needed to excavate for 3rd channel									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 26- CWWT-0001.00
Work Order Title: Canby Waste Water Treatment Plan UV Install

Section - 01

#	Code	Mod	Unit	Description	Quantity		Unit Price		Factor		Total	Amount
22	01 22 23 00 0465		WK	Up To 16' Rails, 3 Cylinders, Aluminum Hydraulic ShoringUp to 88" spread width.								$712.95
				Installation	2.00	x	298.93	x	1.1925	=	712.95	
				Shoring for the addition of the 3rd channel								
23	01 22 23 00 0465		WK	Up To 16' Rails, 3 Cylinders, Aluminum Hydraulic ShoringUp to 88" spread width.								$1,069.42
				Installation	3.00	x	298.93	x	1.1925	=	1,069.42	
				Shoring for 16' deep hole								
24	01 22 23 00 1224		MO	10,000 Lb. Capacity, Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator								$24,073.34
				Installation	1.00	x	20,187.29	x	1.1925	=	24,073.34	
				1 month for the equipment for the addition of the 3rd channel								
25	01 22 23 00 1224	0038	MOD	For Equipment Without Operator, Deduct								-$18,044.06
				Installation	1.00	x	-15,131.29	x	1.1925	=	-18,044.06	
26	01 22 23 00 1224		MO	10,000 Lb. Capacity, Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator								$12,058.56
X				Installation	2.00	x	5,056.00	x	1.1925	=	12,058.56	
				Forklift without operator								
27	01 22 23 00 1318		MO	156,000 GPH, 6" Discharge, 160' Maximum Head, Diesel Powered Portable Trash Pump								$17,079.80
				Installation	4.00	x	3,580.67	x	1.1925	=	17,079.80	
				2 month pump rental for pump and backup pump for bypassing the uv channels during installation								
28	01 22 23 00 1318	0123	MOD	For >160 To 320 Hours Usage Per Month, Add								$1,707.98
				Installation	1.00	x	1,432.27	x	1.1925	=	1,707.98	
29	01 22 23 00 1404		MO	6" x 50' HDPE Pipe With Couplings								$445.76
				Installation	2.00	x	186.90	x	1.1925	=	445.76	
				Pipe for pump rental								
30	01 22 23 00 1418		WK	6" Elbow For HDPE Pipe, Quick Connect								$263.07
				Installation	2.00	x	110.30	x	1.1925	=	263.07	
				Fittings for pump rental								
31	01 22 23 00 1433		WK	6" Tee For HDPE Pipe, Quick Connect								$149.80
				Installation	1.00	x	125.62	x	1.1925	=	149.80	
				Fittings for pump rental								
32	01 22 23 00 1685		DAY	2,000 Gallon Water, 15 CY Debris, Combination Jet/Vacuum Truck With Full-Time Truck Driver								$14,080.90
				Installation	3.00	x	3,935.96	x	1.1925	=	14,080.90	
				Vacuum truck to help excavate 16' deep hole								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 26- CWWT-0001.00
Work Order Title: Canby Waste Water Treatment Plan UV Install

Section - 01

#	Code	Unit	Description		Line Total
33	01 22 23 00 1685	DAY	2,000 Gallon Water, 15 CY Debris, Combination Jet/Vacuum Truck With Full-Time Truck Driver		$9,387.26
			Installation: Quantity 2.00 x Unit Price 3,935.96 x Factor 1.1925 = Total 9,387.26		
			Vacuum truck for additional excavation around utilities for the addition of the 3rd channel		
34	01 56 26 00 0042	EA	12' Wide, 8' High, Temporary Chain Link Fence Gate, Up To 6 Months		$11,671.24
			Installation: Quantity 16.00 x Unit Price 611.70 x Factor 1.1925 = Total 11,671.24		
			Temporary construction fencing		
35	01 71 13 00 0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy-duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.		$9,269.37
			Installation: Quantity 6.00 x Unit Price 1,295.51 x Factor 1.1925 = Total 9,269.37		
			Equipment deliver & pickup for skid steers, excavators, telehandlers and bypass pumping		
36	01 74 19 00 0021	EA	Vacuum, Pickup, Swap And Dump, Concrete Washout BinIncludes vacuum the liquid from the full bin and pick up the bin, and recycle all material. An empty bin will be left at the site if the project is not completed.		$4,962.14
			Installation: Quantity 3.00 x Unit Price 1,387.04 x Factor 1.1925 = Total 4,962.14		
			Dump for vacuum truck for additional 3rd channel		
37	01 74 19 00 0021	EA	Vacuum, Pickup, Swap And Dump, Concrete Washout BinIncludes vacuum the liquid from the full bin and pick up the bin, and recycle all material. An empty bin will be left at the site if the project is not completed.		$1,654.05
			Installation: Quantity 1.00 x Unit Price 1,387.04 x Factor 1.1925 = Total 1,654.05		
			Concrete dump bin		
38	01 74 19 00 0028	CY	Drop-Off Dirt At Recycling Center		$9,270.50
			Installation: Quantity 100.00 x Unit Price 77.74 x Factor 1.1925 = Total 9,270.49		
			Haul dirt to recycle yard for 3rd channel		
39	01 74 19 00 0028	CY	Drop-Off Dirt At Recycling Center		$5,562.30
			Installation: Quantity 60.00 x Unit Price 77.74 x Factor 1.1925 = Total 5,562.30		
			Haul dirt to recycle yard		

Subtotal for Section - 01 **$814,609.57**

Section - 02

#	Code	Unit	Description		Line Total
40	02 32 19 00 0003	CY	Test, Entry/Exit Pit Excavation, Backfill And Compaction, By Machine, Paved Areas, Non-Arterial and Non-State Roads		$15,135.21
			Installation: Quantity 100.00 x Unit Price 126.92 x Factor 1.1925 = Total 15,135.21		
			Backfill and compaction for 3rd channel		
41	02 32 19 00 0003	CY	Test, Entry/Exit Pit Excavation, Backfill And Compaction, By Machine, Paved Areas, Non-Arterial and Non-State Roads		$9,081.13
			Installation: Quantity 60.00 x Unit Price 126.92 x Factor 1.1925 = Total 9,081.13		
			Backfill 16' deep hold		

Work Order Number: 26- CWWT-0001.00
Work Order Title: Canby Waste Water Treatment Plan UV Install

Section - 02

42	02 41 16 13 0030		SF	6" Thick Non-Reinforced Concrete Foundation Wall Demolition									$658.76
				Installation	Quantity 81.00	x	Unit Price 6.82	x	Factor 1.1925	=	Total 658.76		
				Demo Existing Concrete Weir after UV system is installed									
43	02 41 16 13 0030		SF	6" Thick Non-Reinforced Concrete Foundation Wall Demolition									$1,301.26
				Installation	Quantity 160.00	x	Unit Price 6.82	x	Factor 1.1925	=	Total 1,301.26		
				New concrete walls for 3rd channel									
44	02 41 16 13 0039		SF	12" Thick Reinforced Concrete Foundation Wall Demolition									$272.84
				Installation	Quantity 16.00	x	Unit Price 14.30	x	Factor 1.1925	=	Total 272.84		
				Demo existing weir wall during the installation of the uv system									
45	02 41 19 13 0241		IN	5/8" Diameter Drilling In Brick/Concrete Block Per Inch Of Depth									$212.27
				Installation	Quantity 100.00	x	Unit Price 1.78	x	Factor 1.1925	=	Total 212.27		
				Holes for anchors on 3rd channel									
46	02 41 19 13 0241		IN	5/8" Diameter Drilling In Brick/Concrete Block Per Inch Of Depth									$382.08
				Installation	Quantity 180.00	x	Unit Price 1.78	x	Factor 1.1925	=	Total 382.08		
				Drilling holes for stainless steel wedge anchors									

Subtotal for Section - 02 **$27,043.55**

Section - 03

47	03 31 13 00 0004		SF	5" 3,000 PSI Slab On Grade Concrete Slab Assembly									$4,273.92
				Installation	Quantity 400.00	x	Unit Price 8.96	x	Factor 1.1925	=	Total 4,273.92		
				Pouring new concrete where we needed to remove for conduit and piping gets replaced									
48	03 31 13 00 0004	0155	MOD	For 4,500 PSI Concrete, Add									$209.88
				Installation	Quantity 400.00	x	Unit Price 0.44	x	Factor 1.1925	=	Total 209.88		
49	03 31 13 00 0004		SF	5" 3,000 PSI Slab On Grade Concrete Slab Assembly									$2,136.96
				Installation	Quantity 200.00	x	Unit Price 8.96	x	Factor 1.1925	=	Total 2,136.96		
				Additional slab for 3rd channel									
50	03 31 13 00 0065		CY	Up To 8" Thick, By Direct Chute, Place 3,000 PSI Concrete Walls									$30,795.84
				Installation	Quantity 90.00	x	Unit Price 286.94	x	Factor 1.1925	=	Total 30,795.84		
				Additional concrete walls for 3rd channel									

Subtotal for Section - 03 **$37,416.60**

Section - 05

51	05 05 19 00 0018		EA	5/8" Diameter x 4-1/4" Length, Zinc Plated Steel, Wedge Anchor Expansion Bolt									$563.81
				Installation	Quantity 20.00	x	Unit Price 23.64	x	Factor 1.1925	=	Total 563.81		
				Anchor bolts required for 3rd channel									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 26- CWWT-0001.00
Work Order Title: Canby Waste Water Treatment Plan UV Install

Section - 05

52	05 05 19 00 0018		EA	5/8" Diameter x 4-1/4" Length, Zinc Plated Steel, Wedge Anchor Expansion Bolt				$1,127.63
					Quantity	Unit Price	Factor	Total
			Installation		40.00 x	23.64 x	1.1925 =	1,127.63
			Stainless steel wedge anchors for mounting equipment, securing porosity flow plates, modulating weir gates, strut ect...					
53	05 05 19 00 0046		EA	3/8" Diameter x 3" Length, 304/18-8 Stainless Steel, Wedge Anchor Expansion Bolt				$1,418.60
					Quantity	Unit Price	Factor	Total
			Installation		80.00 x	14.87 x	1.1925 =	1,418.60
			Stainless steel wedge anchors for mounting equipment, securing porosity flow plates, modulating weir gates, strut ect...					
54	05 05 19 00 0046		EA	3/8" Diameter x 3" Length, 304/18-8 Stainless Steel, Wedge Anchor Expansion Bolt				$354.65
					Quantity	Unit Price	Factor	Total
			Installation		20.00 x	14.87 x	1.1925 =	354.65
			Additional anchors for 3rd channel					
55	05 05 21 00 0005		EA	Up To 15 Spot Weldings, Welds Up To 1" Length Each				$201.59
					Quantity	Unit Price	Factor	Total
			Installation		15.00 x	11.27 x	1.1925 =	201.59
			Additional welds for 3rd channel conditioner plate					
56	05 05 21 00 0005		EA	Up To 15 Spot Weldings, Welds Up To 1" Length Each				$201.59
					Quantity	Unit Price	Factor	Total
			Installation		15.00 x	11.27 x	1.1925 =	201.59
			Stainless steel welding to build tabs on the custom made 50% porosity flow conditioner plates					
57	05 05 21 00 0005	0009	MOD	For Stainless Steel Welding, Add				$52.77
					Quantity	Unit Price	Factor	Total
			Installation		15.00 x	2.95 x	1.1925 =	52.77
58	05 05 23 00 1579		EA	>7/8" To 1-1/2" Diameter Drill Through >1/2" To 1" Steel Plate				$3,419.14
					Quantity	Unit Price	Factor	Total
			Installation		70.00 x	40.96 x	1.1925 =	3,419.14
			Additional drilling for 3rd channel conditioner plate					
59	05 05 23 00 1579		EA	>7/8" To 1-1/2" Diameter Drill Through >1/2" To 1" Steel Plate				$10,745.86
					Quantity	Unit Price	Factor	Total
			Installation		220.00 x	40.96 x	1.1925 =	10,745.86
			Drill hole in the stainless steel plate to create the 50% porosity flow conditioner plates					
60	05 05 23 00 1579	0190	MOD	For Stainless Steel, Add				$671.62
					Quantity	Unit Price	Factor	Total
			Installation		110.00 x	5.12 x	1.1925 =	671.62
61	05 12 23 00 0796		SF	1/4" Thick Flat Steel Plate				$1,638.50
					Quantity	Unit Price	Factor	Total
			Installation		60.00 x	22.90 x	1.1925 =	1,638.50
			Steel for temporarily blocking off the weir wall opening to allow the work to be done in a dry area					
62	05 12 23 00 0798		SF	1/2" Thick Flat Steel Plate				$1,420.32
					Quantity	Unit Price	Factor	Total
			Installation		32.00 x	37.22 x	1.1925 =	1,420.32
			Stainless steel for the porosity flow conditioner plates					
63	05 12 23 00 0798	0028	MOD	For 304 Stainless Steel, Add				$1,316.52
					Quantity	Unit Price	Factor	Total
			Installation		16.00 x	69.00 x	1.1925 =	1,316.52

Work Order Number: 26- CWWT-0001.00
Work Order Title: Canby Waste Water Treatment Plan UV Install

Section - 05

64 05 12 23 00 0798 SF 1/2" Thick Flat Steel Plate — $443.85

	Quantity		Unit Price		Factor		Total
Installation	10.00	x	37.22	x	1.1925	=	443.85

Plates needed for additional 3rd channel

65 05 43 00 00 0015 LF 1-5/8" Wide x 13/16" High, 14 Gauge, 316 Stainless Steel Unistrut Channel — $4,746.15

	Quantity		Unit Price		Factor		Total
Installation	100.00	x	39.80	x	1.1925	=	4,746.15

Stainless steel strut for mounting electrical conduit

66 05 43 00 00 0015 LF 1-5/8" Wide x 13/16" High, 14 Gauge, 316 Stainless Steel Unistrut Channel — $1,898.46

	Quantity		Unit Price		Factor		Total
Installation	40.00	x	39.80	x	1.1925	=	1,898.46

Strut needed for additional 3rd channel

67 05 43 00 00 0030 EA 3/8-16, 316 Stainless Steel Lock Nut With Spring For Unistrut Channel — $361.80

	Quantity		Unit Price		Factor		Total
Installation	20.00	x	15.17	x	1.1925	=	361.80

Strut nuts for additional 3rd channel

68 05 43 00 00 0030 EA 3/8-16, 316 Stainless Steel Lock Nut With Spring For Unistrut Channel — $361.80

	Quantity		Unit Price		Factor		Total
Installation	20.00	x	15.17	x	1.1925	=	361.80

Stainless steel locking spring strut nuts

69 05 43 00 00 0064 EA 6" x 6", 1-5/8" Height, Single Post, 304 Stainless Steel Base For Unistrut Channel — $1,067.57

	Quantity		Unit Price		Factor		Total
Installation	4.00	x	223.81	x	1.1925	=	1,067.57

Strut braces for additional 3rd channel

70 05 43 00 00 0064 EA 6" x 6", 1-5/8" Height, Single Post, 304 Stainless Steel Base For Unistrut Channel — $2,668.93

	Quantity		Unit Price		Factor		Total
Installation	10.00	x	223.81	x	1.1925	=	2,668.93

Stainless steel strut supports

71 05 52 13 00 0012 LF 2" Diameter, Schedule 40, Two Rail, Up To 42" High, Welded Steel Pipe Railing — $1,594.61

	Quantity		Unit Price		Factor		Total
Installation	20.00	x	66.86	x	1.1925	=	1,594.61

Railing for additional 3rd channel

72 05 52 13 00 0012 0111 MOD For Galvanizing, Add — $452.67

	Quantity		Unit Price		Factor		Total
Installation	20.00	x	18.98	x	1.1925	=	452.67

73 05 54 00 00 0005 SF 1/8" Steel Raised Or Diamond Pattern Floor Plates — $2,507.23

	Quantity		Unit Price		Factor		Total
Installation	50.00	x	42.05	x	1.1925	=	2,507.23

Diamond plate channel cover for additional 3rd channel

Subtotal for Section - 05 **$39,235.67**

Section - 07

74 07 91 26 00 0010 CLF 1/4" x 3" Neoprene Gasket Closed Cell, Adhesive — $1,039.72

	Quantity		Unit Price		Factor		Total
Installation	2.00	x	435.94	x	1.1925	=	1,039.72

Gasket material that goes behind the temporary plate to prevent water from coming in.

Work Order Number: 26- CWWT-0001.00
Work Order Title: Canby Waste Water Treatment Plan UV Install

Subtotal for Section - 07 **$1,039.72**

Section - 23

75 23 09 23 53 0634 PT Small Project Labor Cost Per PointIncludes technical labor for project management, subcontract coordination, field team coordination, travel time, hardware engineering, submittal generation, software engineering, device verification, point to point checkout, system commissioning, project support, installation of control devices, conduit and wire. Excludes graphics, 3rd party commissioning, test and balance support, custom integrations, customer training, or any material, tax, freight, and warranty. $124,481.26

	Quantity		Unit Price		Factor		Total
Installation	60.00	x	1,739.78	x	1.1925	=	124,481.26

Scada Control System

76 23 09 23 53 0634 PT Small Project Labor Cost Per PointIncludes technical labor for project management, subcontract coordination, field team coordination, travel time, hardware engineering, submittal generation, software engineering, device verification, point to point checkout, system commissioning, project support, installation of control devices, conduit and wire. Excludes graphics, 3rd party commissioning, test and balance support, custom integrations, customer training, or any material, tax, freight, and warranty. $31,120.31

	Quantity		Unit Price		Factor		Total
Installation	15.00	x	1,739.78	x	1.1925	=	31,120.31

Scada control for 3rd channel UV system

77 23 09 23 53 0637 EA Integration Labor/ System: This unit labor cost is applicable for every piece of equipment, system, or device that is not furnished with either BACnet or N2 communication capability but requires monitoring and/or control through the DDC/EMCS system. This unit labor cost is not applicable for I/O points that can be monitored or controlled through available dry contacts. $27,662.42

	Quantity		Unit Price		Factor		Total
Installation	2.00	x	11,598.50	x	1.1925	=	27,662.42

Scada Control System

78 23 09 23 53 0637 EA Integration Labor/ System: This unit labor cost is applicable for every piece of equipment, system, or device that is not furnished with either BACnet or N2 communication capability but requires monitoring and/or control through the DDC/EMCS system. This unit labor cost is not applicable for I/O points that can be monitored or controlled through available dry contacts. $13,831.21

	Quantity		Unit Price		Factor		Total
Installation	1.00	x	11,598.50	x	1.1925	=	13,831.21

Scada control for 3rd channel UV system

Subtotal for Section - 23 **$197,095.20**

Section - 26

79 26 05 19 16 0062 MLF 9 Conductors, #10 AWG, 600 Volt, XLP (XHHW-2), Copper, Stranded, Power Cable, Installed In Conduit $39,478.81

	Quantity		Unit Price		Factor		Total
Installation	4.00	x	8,276.48	x	1.1925	=	39,478.81

Wire for electrical installation

80 26 05 19 16 0062 MLF 9 Conductors, #10 AWG, 600 Volt, XLP (XHHW-2), Copper, Stranded, Power Cable, Installed In Conduit $14,804.55

	Quantity		Unit Price		Factor		Total
Installation	1.50	x	8,276.48	x	1.1925	=	14,804.55

3rd channel wire

81 26 05 19 16 0240 MLF #16/2 With #16 Tinned Ground FPLP Twisted Shielded Pair Red Armored Cable $9,676.98

	Quantity		Unit Price		Factor		Total
Installation	1.50	x	5,409.91	x	1.1925	=	9,676.98

3rd channel wire

Work Order Number: 26- CWWT-0001.00
Work Order Title: Canby Waste Water Treatment Plan UV Install

Section - 26

#	Code	Unit	Description		Quantity		Unit Price		Factor		Total	Amount
82	26 05 19 16 0240	MLF	#16/2 With #16 Tinned Ground FPLP Twisted Shielded Pair Red Armored Cable	Installation	3.00	x	5,409.91	x	1.1925	=	19,353.95	$19,353.95
			Wire for electrical installation and control wiring for Scada									
83	26 05 33 13 0851	LF	3/4" Polyvinyl Chloride (PVC) Coated, Urethane Lined, Rigid Galvanized Steel (RGS) Conduit	Installation	100.00	x	15.51	x	1.1925	=	1,849.57	$1,849.57
			3rd channel conduit									
84	26 05 33 13 0851	LF	3/4" Polyvinyl Chloride (PVC) Coated, Urethane Lined, Rigid Galvanized Steel (RGS) Conduit	Installation	400.00	x	15.51	x	1.1925	=	7,398.27	$7,398.27
			Conduit for electrical installation and control wiring									
85	26 05 33 13 0855	LF	2" Polyvinyl Chloride (PVC) Coated, Urethane Lined, Rigid Galvanized Steel (RGS) Conduit	Installation	600.00	x	37.33	x	1.1925	=	26,709.62	$26,709.62
			Conduit for electrical installation									
86	26 05 33 13 0855	LF	2" Polyvinyl Chloride (PVC) Coated, Urethane Lined, Rigid Galvanized Steel (RGS) Conduit	Installation	200.00	x	37.33	x	1.1925	=	8,903.21	$8,903.21
			3rd channel conduit									
87	26 05 33 13 0864	EA	3/4" Polyvinyl Chloride (PVC) Coated, Urethane Lined, Rigid Galvanized Steel (RGS) Coupling	Installation	5.00	x	24.91	x	1.1925	=	148.53	$148.53
			3rd channel conduit									
88	26 05 33 13 0864	EA	3/4" Polyvinyl Chloride (PVC) Coated, Urethane Lined, Rigid Galvanized Steel (RGS) Coupling	Installation	20.00	x	24.91	x	1.1925	=	594.10	$594.10
			Conduit for electrical installation									
89	26 05 33 13 0868	EA	2" Polyvinyl Chloride (PVC) Coated, Urethane Lined, Rigid Galvanized Steel (RGS) Coupling	Installation	20.00	x	54.00	x	1.1925	=	1,287.90	$1,287.90
			3rd channel conduit									
90	26 05 33 13 0868	EA	2" Polyvinyl Chloride (PVC) Coated, Urethane Lined, Rigid Galvanized Steel (RGS) Coupling	Installation	60.00	x	54.00	x	1.1925	=	3,863.70	$3,863.70
			Conduit for electrical installation									
91	26 05 33 13 0905	EA	2" Polyvinyl Chloride (PVC) Coated, Urethane Lined, Rigid Galvanized Steel (RGS) 18" Large Radius Elbow	Installation	20.00	x	249.04	x	1.1925	=	5,939.60	$5,939.60
			Conduit for electrical installation									
92	26 05 33 13 0905	EA	2" Polyvinyl Chloride (PVC) Coated, Urethane Lined, Rigid Galvanized Steel (RGS) 18" Large Radius Elbow	Installation	5.00	x	249.04	x	1.1925	=	1,484.90	$1,484.90
			3rd channel conduit									

Work Order Number: 26- CWWT-0001.00
Work Order Title: Canby Waste Water Treatment Plan UV Install

Section - 26

Item	Code	Unit	Description	Quantity		Unit Price		Factor		Total	Amount
93	26 05 33 13 1028	EA	2" Type C, LB, LR, LL, Two Hub, Polyvinyl Chloride (PVC) Coated, Urethane Lined, Iron Conduit Bodies With Cover								$1,782.12
		Installation		4.00	x	373.61	x	1.1925	=	1,782.12	
			Conduit for electrical installation								
94	26 05 33 13 1028	EA	2" Type C, LB, LR, LL, Two Hub, Polyvinyl Chloride (PVC) Coated, Urethane Lined, Iron Conduit Bodies With Cover								$2,227.65
		Installation		5.00	x	373.61	x	1.1925	=	2,227.65	
			3rd channel conduit								
95	26 05 33 13 1079	EA	2" Polyvinyl Chloride (PVC) Coated, Urethane Lined, Rigid Galvanized Steel (RGS) EYD Sealing Conduit Body								$2,217.67
		Installation		4.00	x	464.92	x	1.1925	=	2,217.67	
			Conduit for electrical installation								
96	26 05 33 13 1079	EA	2" Polyvinyl Chloride (PVC) Coated, Urethane Lined, Rigid Galvanized Steel (RGS) EYD Sealing Conduit Body								$2,772.09
		Installation		5.00	x	464.92	x	1.1925	=	2,772.09	
			3rd channel conduit								
97	26 05 33 13 1096	EA	3/4" Polyvinyl Chloride (PVC) Coated, Urethane Lined, Rigid Galvanized Steel (RGS) EZD Sealing Conduit Body								$4,156.77
		Installation		12.00	x	290.48	x	1.1925	=	4,156.77	
			Conduit for electrical installation								
98	26 05 33 13 1096	EA	3/4" Polyvinyl Chloride (PVC) Coated, Urethane Lined, Rigid Galvanized Steel (RGS) EZD Sealing Conduit Body								$1,731.99
		Installation		5.00	x	290.48	x	1.1925	=	1,731.99	
			3rd channel conduit								
99	26 05 33 13 1138	EA	3/4" Polyvinyl Chloride (PVC) Coated, Urethane Lined, Rigid Galvanized Steel (RGS) Male To Male 90 Degree Malleable Elbow								$3,487.35
		Installation		24.00	x	121.85	x	1.1925	=	3,487.35	
			Conduit for electrical installation								
100	26 05 33 13 1138	EA	3/4" Polyvinyl Chloride (PVC) Coated, Urethane Lined, Rigid Galvanized Steel (RGS) Male To Male 90 Degree Malleable Elbow								$290.61
		Installation		2.00	x	121.85	x	1.1925	=	290.61	
			3rd channel conduit								

Subtotal for Section - 26 **$160,159.94**

Section - 31

Item	Code	Unit	Description	Quantity		Unit Price		Factor		Total	Amount
101	31 05 13 00 0010	CY	Recycled Concrete Aggregate								$369.68
		Installation		10.00	x	31.00	x	1.1925	=	369.68	
			3rd channel concrete haul off								
102	31 05 13 00 0010	CY	Recycled Concrete Aggregate								$739.35
		Installation		20.00	x	31.00	x	1.1925	=	739.35	
			Haul off concrete to recycle yard								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 26- CWWT-0001.00
Work Order Title: Canby Waste Water Treatment Plan UV Install

Section - 31

Item	Code		Unit	Description		Quantity		Unit Price		Factor		Total	Amount
103	31 23 16 36 0021		CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Vibratory Plate, Air Tamper, Etcetera									$286.20
					Installation	25.00	x	9.60	x	1.1925	=	286.20	
				3rd channel base compaction									
104	31 23 16 36 0021		CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Vibratory Plate, Air Tamper, Etcetera									$686.88
					Installation	60.00	x	9.60	x	1.1925	=	686.88	
				Compacting the import soil used to backfill the hole created from 14" valve replacment									
105	31 41 13 00 0007		SF	16' Deep Excavation, Wood Shoring, Pull And Salvage									$872.91
					Installation	48.00	x	15.25	x	1.1925	=	872.91	
				Excavate to replace 14" valve									
106	31 41 13 00 0007		SF	16' Deep Excavation, Wood Shoring, Pull And Salvage									$5,455.69
					Installation	300.00	x	15.25	x	1.1925	=	5,455.69	
				3rd channel shoring									

Subtotal for Section - 31 **$8,410.71**

Section - 33

Item	Code		Unit	Description		Quantity		Unit Price		Factor		Total	Amount
107	33 14 19 00 0267		EA	1' Valve Extension Stem									$1,555.21
					Installation	12.00	x	108.68	x	1.1925	=	1,555.21	
				Install valve extensions for the mud valves									
108	33 14 19 00 0267	0224	MOD	For Each Additional LF, Add									$124.64
					Installation	12.00	x	8.71	x	1.1925	=	124.64	
109	33 14 19 00 0267		EA	1' Valve Extension Stem									$259.20
					Installation	2.00	x	108.68	x	1.1925	=	259.20	
				3rd channel mud valve extension									

Subtotal for Section - 33 **$1,939.05**

Section - 40

Item	Code		Unit	Description		Quantity		Unit Price		Factor		Total	Amount
110	40 05 71 23 0030		EA	6" Cast 316 Stainless Steel, Rising Stem, Mud Valve (Troy A25612RB/06CSS)									$10,226.46
					Installation	3.00	x	2,728.61	x	1.1925	=	9,761.60	
					Demolition	3.00	x	129.94	x	1.1925	=	464.86	
				3rd channel mud valves									
111	40 05 71 23 0030		EA	6" Cast 316 Stainless Steel, Rising Stem, Mud Valve (Troy A25612RB/06CSS)									$3,253.87
					Installation	1.00	x	2,728.61	x	1.1925	=	3,253.87	
				3rd channel mud valves									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 26- CWWT-0001.00
Work Order Title: Canby Waste Water Treatment Plan UV Install

Section - 40

112	40 23 51 00 0076	EA	18" Buriable Worm Gear Square Nut Actuator, Mechanical Joint, ANSI/AWWA C111/A21.11, Cast Iron, Acrylonitrile-Butadiene V-Type Packing, Chloroprene Plug Facing, 80% Port Eccentric Plug Valve (DeZurik PEC,18,MJ,CI,NBR,CR*GB-12-N)					$21,593.68
				Quantity	Unit Price	Factor	Total	
			Installation	1.00 x	17,022.25 x	1.1925 =	20,299.03	
			Demolition	1.00 x	1,085.66 x	1.1925 =	1,294.65	
			Valve supply and install					

Subtotal for Section - 40 **$35,074.01**

Section - 46

113	46 00 00 00001		Trojan Waste Water System					$451,719.00
				Quantity	Unit Price	Factor	Total	
		NPP	Installation	1.00 x	378,800.00 x	1.1925 =	451,719.00	
			Trojan UV system					
114	46 00 00 00002		3rd channel					$178,875.00
				Quantity	Unit Price	Factor	Total	
		NPP	Installation	1.00 x	150,000.00 x	1.1925 =	178,875.00	
			Trojan UV 3rd channel					

Subtotal for Section - 46 **$630,594.00**

Proposal Total **$1,952,618.02**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **32.29%**

Subcontractor Listing

Date: July 28, 2026

Re:

IQC Master Contract #:	2025-019265
Work Order #:	26- CWWT-0001.00
Owner PO #:	
Title:	Canby Waste Water Treatment Plan UV Install
Contractor:	Apex Mechanical LLC
Proposal Value:	$1,952,618.02

Name of Contractor	Duties	Amount	%
Windsor Engineers	Design of the UV waste water system.	$196,000.00	10.04

CITY COUNCIL Staff Report

Meeting Date: 9/2/2026

To:	The Honorable Mayor Hodson & City Council
Thru:	Randy Ealy, Interim City Administrator
From:	Peter Wood, HR Director
Agenda Item:	Consider **Ordinance No. 1678:** An Ordinance Authorizing the Interim City Administrator to Enter into a Third Amendment on the Swim Center Staffing Contract. (*Second Reading*)
Goal:	Promote Financial Stability & Helping Develop a More Robust Parks & Rec Program
Objective:	N/A

<u>Summary</u>

Enclosed is the proposed contract language for the Swim Center staffing contract. The existing contract which was signed on October 3, 2025, expires on September 30, 2026. The City amended the contract twice, on December 9, 2025, and January 11, 2026. This allows the City to extend the contract for one year, and increase amount by ten percent, to $312,500.

<u>Background</u>

To provide the City Council with an update on the Swim Center staffing contract and present proposed language for the Third Amendment to the contract.

In September 2024, the City made the decision to transition Swim Center staffing from City employees to a staffing agency. The primary responsibilities transferred to the staffing agency included recruitment, onboarding, background checks, and payroll administration. The goal of this transition was to reduce costs and administrative workload for the City. Swim Center employees are predominantly high school and college-aged workers. As a result, staffing schedules frequently change, turnover is relatively high, and ongoing recruitment is necessary to maintain adequate staffing levels. Employees also regularly require extended periods of leave due to school schedules and other commitments. Under the previous City-staffing model, the Swim Center experienced situations where employees remained on the City's payroll while being unavailable to work for extended periods. This resulted in Human Resources and Finance staff repeatedly having to manage the onboarding and offboarding of employees as staffing needs changed.

Current Staffing Agency

Summit Staffing is the **second staffing agency** the City has used for Swim Center staffing. The City's previous staffing provider ceased operations, requiring the City to transition to a new provider.

The City entered into an **emergency contract with Summit Staffing in Fall 2025** to ensure continuity of Swim Center operations and adequate staffing. The proposed amendment represents the **Third Amendment to the original contract** and provides the City with additional capacity while it evaluates the long-term staffing and procurement approach for the Swim Center.

Discussion

Key Points of Contract:

Term of the contract is extended to September 30, 2027.

The contract amount is being increased to $312,500, providing the City with additional capacity to extend the contract in the short term without requiring another amendment to return to the City Council for approval. This extension will also provide the City with sufficient time to evaluate and develop a new procurement process and determine the appropriate path forward for the contract, including conducting a formal Request for Proposals (RFP) process.

Financial Impact

Since January 1, 2026, the City has spent $155,307 on Swim Center staffing through the staffing agency, with an additional $36,700 spent since the beginning of the new fiscal year on July 1, 2026. The Swim Center currently employs 23 contracted employees through the staffing agency and experiences approximately a 50% annual turnover rate among lifeguards**.** Contracting lifeguard positions provides the City with modest cost savings while significantly reducing the staff time required to recruit, interview, hire, and onboard new employees. Additionally, the City has been operating with two vacant City positions—the Program Coordinator (1 of 2) and Head Lifeguard (1 of 2)**.** The staffing contract has allowed the Swim Center to maintain adequate coverage during periods when these positions would otherwise have been required to cover classes or lifeguard shifts.

The 2027 Swim Center budget allocated a total of $561,294 to staff the Swim Center.

Note: The new Program Coordinator is scheduled to begin employment on August 24, 2026**.**

Options

1. Approve Ordinance No. 1678 and Swim Center Contract extension.
2. Do not Approve Ordinance No. 1678 and Swim Center amendment contract.

Attachments

1. Ordinance No. 1678
2. Third Amendment of the Staffing Contract

Recommendation

Staff recommends Council approve Ordinance No. 1678.

Proposed Motion

"I move to adopt **Ordinance No. 1678:** An Ordinance Authorizing the Interim City Administrator to enter into an on a third amendment on the Swim Center staffing contract with Summit Staffing."

ORDINANCE NO. 1678

AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE AN EXTENSION OF THE CONTRACT WITH SUMMIT STAFFING

WHEREAS, on October 3, 2025, the City of Canby executed a personal services agreement with Summit Staffing Solutions, Inc., for the staffing services for the City's Swim Center with a total price not to exceed $25,000.00 and with a term expiring September 30, 2026;

WHEREAS, on December 9, 2025, the City conducted an intermediate procurement for Swim Center staffing services by informally soliciting three price proposals from three companies, including Summit Staffing, in accordance with the City's Contracting and Procurement Policy;

WHEREAS, the City determined that Summing Staffing's proposal best served the City's interests, selected Summit Staffing, and executed an amendment to the personal services agreement with Summit Staffing on December 9, 2025, to increase the total price to not to exceed $31,500.00;

WHEREAS, on January 7, 2026, the City authorized a second amendment to the personal services agreement to increase the total price to not to exceed $250,000.00 to continue receiving Swim Center staffing services;

WHEREAS, the City wishes to continue receiving Swim Center staffing services from Summit Staffing and, for that reason, wishes to amend the personal services agreement a third time to increase the total price to not to exceed $312,500.00 and to extend the term to September 30, 2027.

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

Section 1. The Interim City Administrator is hereby authorized execute the Third Amendment to the Personal Services Agreement with Summit Staffing Solutions, Inc., in substantially the same form as attached to this Ordinance as Exhibit A.

Section 2. This Ordinance shall be effective October 2, 2026.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, August 19, 2026, order posted as required by the Canby City Charter; and scheduled for a second reading on September 2, 2026, commencing at the hour of 7:00 p.m. in the Council Chambers located at 222 NE 2nd Avenue, First 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 2nd day of September, 2026, by the following vote:

YEAS_______________ NAYS______________

____
Brian Hodson
Mayor

ATTEST:

____
Maya Benham, CMC
City Recorder

THIRD AMENDMENT
to
SUMMIT STAFFING SOLUTIONS PERSONAL SERVICES AGREEMENT

This Third Amendment to Personal Services Agreement ("Third Amendment") is entered into between the City of Canby, Oregon ("City") and Summit Staffing Solutions, Inc., a domestic business corporation of the state of Oregon ("Contractor").

RECITALS

A. On October 3, 2025, the City and Contractor executed a Personal Services Agreement ("Agreement") for staffing services.
B. On December 9, 2025, the City and Contractor executed an Amendment to the Personal Services Agreement ("Amendment").
C. On January 7, 2026, the City authorized a Second Amendment to the Personal Services Agreement ("Second Amendment").
D. The City and Contractor now wish to amend the Agreement as established by the following terms and in accordance with the City's Contracting and Procurement Policy.

TERMS

1. Amendments to Agreement.

    a. Section 1 of the Agreement, as amended by the Amendment and the Second Amendment, is hereby amended as follows:

    The initial term of this Agreement shall be from the Effective Date through September 30, 2027, with the City's option to extend for two additional two-year terms, unless amended or sooner terminated under the provisions of this Agreement. Passage of the Agreement's term shall not extinguish, prejudice, or limit either party's right to enforce this Agreement with respect to any default or defect in performance that has not been corrected.

    b. The first paragraph of Section 4 of the Agreement is hereby amended as follows:

    The City agrees to pay Contractor in accordance with the Fee Schedule, which is attached to this Agreement as Exhibit B and incorporated herein by this reference, for satisfactory completion of all Services. However, in no event will the total cost of the Services exceed three hundred and twelve thousand and five hundred dollars ($312,500.00) without the City's prior written approval. Upon satisfactory completion by Contractor and City's acceptance of any tasks, milestones, or other deliverables described in Exhibit A, City agrees to pay Contractor at the times and in the amount(s) set forth in this Agreement.

2. Interpretation; Remaining Terms. From and after the Effective Date of this Third Amendment, "Agreement" means the original Agreement as amended by this Amendment.

Except as expressly modified by the terms and conditions of this Amendment, the Parties ratify and confirm each of the terms and conditions of the Agreement which, the Parties acknowledge and agree, remains in full force and effect. In case of conflict between the terms of the Agreement and this Third Amendment, the terms of this Third Amendment shall apply. In case of conflict between the terms of the Amendment and this Third Amendment or in the case of conflict between the terms of the Second Amendment and this Third Amendment, this Third Amendment shall apply.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment, effective as of the date last set forth below (the "Effective Date").

CITY OF CANBY, OREGON	CONSULTANT
By:______________________	By: __________________________
Print Name: _______________	Print Name: ___________________
Title: ____________________	Title: ________________________
Date: ____________________	Date: ________________________

CITY COUNCIL Staff Report

Meeting Date: 9/2/2026

To:	The Honorable Mayor Hodson & City Council
Thru:	Randy Ealy, Interim City Administrator
From:	Spencer Polack, Interim Public Works Director
Agenda Item:	Consider **Ordinance No. 1679**: An Ordinance Authorizing the Interim City Administrator to Enter into a Purchase Agreement with Owen Equipment in the Amount of $442,812.00 to Purchase of new Street Sweeper. (*Second Reading*)

Summary

The City of Canby Public Works Department is requesting authorization to purchase a replacement of a current 2009 street sweeper.

Background

Currently, the City of Canby owns and operates two street sweepers. The Public Works Department maintains a monthly schedule of sweeping the city and relies on these sweepers to keep the roadways clean and debris out of the storm system. During peak season (typically October – December) the city experiences a higher volume than normal and requires the additional use of two street sweepers. For the remainder of the year outside of "leaf season" the extra sweeper affords the city with a redundancy in equipment ensuring no down time in an emergency or regular scheduled sweeping. With the current equipment the Public Works Department is not adequately set up for this maintenance. Additionally, the older equipment needs more repair and maintenance, which causes delays, our crew cannot keep up and reflects poorly on the city.

Discussion

The older of the two sweepers was manufactured in 2009, putting it at 17 years in service, well beyond the industry standard replacement rate of 7 to 9 years. During the 17-year service life of the 2009 sweeper the city has spent approximately $209,717.00 on maintenance and repairs alone. While staff have kept the equipment running past its normal service life, repair and maintenance costs now exceed its useable operational time. Replacing it with a new sweeper would reduce downtime and improve the efficiency and productivity of the city's street sweeping program, supporting Public Works' commitment to providing reliable services.

Attachments

Ordinance No. 1679
Elgin Crosswind1 Quote Number: 2026-86941
Sourcewell Contract# 062425-ELG

Fiscal Impact - Accounting Codes: Storm – 306-312-431-7410, Collections – 306-311-433-7410, Streets – 202-202-431-7410

Through a purchasing agreement for government agencies (Sourcewell), the City is eligible to procure a sweeper without going through a bidding process. Saving staff time along with getting the best deal through bulk ordering agreements. The cost of a new street sweeper is roughly $442,812.00.

Options

1. Continue to use the current street sweeper with increasing maintenance costs
2. Purchase a new street sweeper.

Recommendation

Purchase a new street sweeper

Proposed Motion

"I move to adopt **Ordinance No. 1679,** An Ordinance Authorizing the Interim City Administrator to enter into a purchase agreement with Owen Equipment in the amount of $442,812.00 to purchase a new street sweeper."

ORDINANCE NO. 1679

AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO ENTER INTO A PURCHASE AGREEMENT WITH OWEN EQUIPMENT IN THE AMOUNT OF $442,812.00 TO PURCHASE A NEW STREET SWEEPER.

WHEREAS, The City of Canby Public Works Department is currently using a 2009 street sweeper;

WHEREAS, the sweeper in the possession of the City of Canby Public Works Department is a critical piece of equipment and its operational life is coming to an end;

WHEREAS, a new street sweeper would provide for more efficient option for clean streets; and

WHEREAS, by the City Council of the City of Canby that City Council authorizes the Interim City Administrator to approve the purchase.

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 Owen Equipment to purchase a new street sweeper. A copy of the Purchase Agreement is attached hereto as Exhibit "A."

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

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, August 19, 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 September 2, 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 the second and final reading by the Canby City Council at a regular meeting thereof on the 2nd day of September, 2026, by the following vote:

YEAS_______ NAYS_______

____
Brian Hodson
Mayor

ATTEST:

____
Maya Benham, CMC
City Recorder

Presents a

Proposal Summary

Crosswind1 ®
Reliable. Versatile.
Single-Engine Regenerative Air Sweeper.

For
City of Canby
Sourecewell Contract# 062425-ELG

Crosswind1

Sidebrooms/Steering	Dual Sidebroom/Dual Steering
Size of Sidebroom	42
Fuel Type	Diesel
Memory Sweep	Yes
Domicile	Continental USA
PM-10	Yes

Basic Chassis Info

Source	OWEN
Chassis Brand/Model	20XX M2 Dual Steer
Chassis Mounting Charge	Chassis Mounting Charge

Chassis Equipment

Third Step and Handle Left Hand	Yes
Spare Chassis Key	3
Third Step and Handle Right Hand	Yes
Horn Options	Standard Electric
12" Convex Mirrors	Yes

In Cab Air Restriction Gauge Chassis	Yes

Brooms

Sidebroom Material	PM10 Compliant Oil Tempered Steel Bristles
Dual Sidebroom Scrubbing position	Yes
Variable Speed brooms	Dual

Conveyance & Hopper

6" Drain	Yes
Hopper Vibrator	Yes
Hopper Deluge	Yes
Hopper Coating Systems	Lifeliner Hopper System
Inspection Doors-Right	Right Hand Door with Step & Handle
Inspection Doors-Left	Left Hand Door with Step & Handle

Dust Control & Flush Systems

Fill Hose Length	16'8"
Front Spray Bar	Yes

Productivity Enhancements

Vacuum Enhancer	In Cab Display

Gauges and Indicators

Hydraulic Oil Level Gauge W/Thermometer on Tank	Yes

Component Protection

Auxiliary Hydraulic Pump	Yes
Autolube	Sweeper and Chassis

Lighting & Compliance

Lighting	LED Strobe Cab & Rear
Backup Alarms	Smart

Manuals and Warranty

Sweeper Warranty	Through 5th Year (Parts/Labor)
Sweeper: Operators Manuals	1
Sweeper: Parts Manuals	1
Sweeper: Service Manuals	1
Chassis: Operators Manuals	1
Chassis: Parts Manuals	1
Chassis: Service Manuals	1

Tools/Toolbox

Fire Extinguishers	2.5 lbs.

Paint & Freight

Paint Sweeper	RAL 5003 Sapphire Blue
Paint Chassis	Standard White
Elgin Logo	White Logo
Freight	Freight to Oregon

Owen Items:

OWEN	Pickup Head Vibrator
OWEN	Move Hydraulic Cooler

Special request

Qty	Part Number	Description
1	2224028	(RFQ#91615) SP-IN CAB CONTROL, PICK UP HEAD CURTAIN LIFTER-JS
1	2224023	(RFQ#91616) SP-PICK UP HEAD NOZZLES W/ PM10-JS
1	2224030	(RFQ#91635) SP- (4) SB / (2) REAR LED FLOOD LIGHTS-JS
1	2224029	(RFQ#91617) SP-(4) REAR STROBE LIGHTS-JS

Notes: *****ALL COST INCREASES, TARRIFS AND MATERIAL SURCHARGES FROM ELGIN OR THE CHASSIS DEALER WILL BE ADDED TO THE FINAL INVOICE. CUSTOMERS WILL BE NOTIFIED AS THESE COSTS ARISE*****

Factory Price:	$435,703.00
Sourcewell Discount:	**-$13,071.00**
Freight & Owen Items:	$20,180.00
Total:	$442,812.00

Price indicated includes approved Special Request
Price valid for 30 Days from date of 02-25-2026

Product Model:Crosswind1
Proposal Date: 02-25-2026
Quote Number: 2026-86941
Price List Date: 01-28-2026

QTY: 1 Customer Initials______________________

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by ELGIN prior to submittal of customer purchase order.
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Elgin's standard terms and conditions attached hereto and made a part hereof.

Signed By: ____________________ **Date:** ____________________

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by ELGIN SWEEPER COMPANY ("ESCO" or the "Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

Exclusive Remedy. Should any warranted product fail during the warranty period, ESCO will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ESCO. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

The ESCO Limited Warranty shall not apply to (and ESCO shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, brooms, oils, fluids, filters, broom wire, shoe runners, rubber deflectors and suction hoses.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ESCO.
5. Repairs, modifications or alterations without the express written consent of ESCO, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by ESCO may invalidate this warranty. ESCO reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make ESCO liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of ESCO. For the avoidance of doubt, ESCO shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. ESCO makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of ESCO in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

ESCO reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

ELGIN SWEEPER COMPANY
1300 W. Bartlett Road
Elgin, Illinois 60120

11-20-2007

TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Elgin Sweeper, Inc. (hereafter referred to as Elgin). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Elgin's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgment. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Elgin reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Elgin's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Elgin. Elgin shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Elgin receives full payment, Elgin shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be canceled except upon terms that will compensate Elgin for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Elgin to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Elgin shall be liable only for ordinary care of the property.

STORAGE CHARGES: Elgin shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Elgin is at the customer's or other party's risk. Elgin is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Elgin shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS, and all preparatory work created or furnished by Elgin, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Elgin.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Elgin Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Elgin will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Elgin.

PRODUCT IMPROVEMENTS: Elgin reserves the right to change manufacturing specifications and procedures in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Elgin warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANTABILITY.

IT IS UNDERSTOOD AND AGREED THE ELGIN'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL ELGIN BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING ELGIN'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

ELGIN'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT ELGIN'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Elgin to exercise any of its rights under this agreement shall not constitute a waiver-thereof nor prejudice Elgin's right to enforce it thereafter.

COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Elgin unless in writing and agreed to by an authorized representative of Elgin. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

Signed By: ___________________

Date: ____________

Exhibit A

Sourcewell

MASTER AGREEMENT # 062425
CATEGORY: Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies
SUPPLIER: Elgin Sweeper Company (a Division of Federal Signal Corp.)

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Elgin Sweeper Company (a Division of Federal Signal Corp.), 1300 West Bartlett Rd., Elgin, IL 60120 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on October 27, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP # 062425 to Participating Entities. In Scope solutions include:

1. Sourcewell is seeking proposals for Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies intended or designed for sweeping, vacuuming, or cleaning of streets, roadways, alleys, parking facilities, sidewalks, trails, paths, and airport runway or airfield surfaces, such as:
   a. Street, sidewalk, parking lot, and runway sweeping and cleaning equipment of every size, model, or design;
   b. Litter, trash, and debris vacuums; and,
   c. Optional equipment, accessories, supplies and replacement or wear parts directly related to the offering of the solutions in subsections 1. a. - b. above.

2. The primary focus of this solicitation is on Street Sweepers and Specialty Sweepers with Related Equipment, Accessories, and Supplies, and the related offering of equipment, supplies, and services. This solicitation should NOT be construed to include services only solutions.

3. Proposers may include rental of street sweepers, specialty sweepers, debris vacuums and related equipment provided that they are complimentary to Proposer's offering of street and specialty sweepers.

4. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
   a. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #062222);
   b. Facility MRO, Industrial, and Building-Related Supplies and Equipment (RFP #091422);
   c. Airport Runway and Emergency Equipment with Related Services; except as called out above (RFP #111522);
   d. Grounds Maintenance Equipment, Attachments, and Accessories with Related Services (RFP #112624); and,
   e. Roadway Maintenance Equipment (RFP #050625).

Proposers may include related equipment, accessories, and services to the extent that these solutions are directly related to turnkey solutions for subsections 1. a. - c. above.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further

warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5).

Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
    - Identify the applicable Sourcewell Agreement number;
    - Clearly specify the requested change;
    - Provide sufficient detail to justify the requested change;

- Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay a .5% (half percent) net of chassis price Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**
   i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
   ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury
   - $2,000,000 aggregate for products liability-completed operations
   - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and

Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Elgin Sweeper Company (a Division of Federal Signal Corp.)
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Nick Johanson 8B6B51224DD74E5...
By: ___________________________	By: ___________________________
Jeremy Schwartz	Nick Johanson
Title: Chief Procurement Officer	Title: Sales and Operation Administrator
Date: 2/3/2026 | 1:46 PM CST	Date: 2/3/2026 | 11:55 AM CST

RFP 062425 - Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies

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Vendor Details

Company Name:	Elgin Sweeper Company
Does your company conduct business under any other name? If yes, please state:	Elgin Sweeper
Address:	1300 W Bartlett Rd Elgin, IL 60120
Contact:	Nickolaus Johanson
Email:	NJohanson@elginsweeper.com
Phone:	404-434-1456
HST#:	

Submission Details

Created On:	Tuesday June 17, 2025 13:57:54
Submitted On:	Tuesday June 24, 2025 16:17:30
Submitted By:	Nickolaus Johanson
Email:	NJohanson@elginsweeper.com
Transaction #:	327dd219-b023-4ffd-8fb8-8c22c5347bdb
Submitter's IP Address:	147.243.245.246

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Elgin Sweeper Company (Division of Federal Signal Corp.)	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	No other names.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code 20219 (Elgin Sweeper Company)	*
5	Provide your NAICS code applicable to Solutions proposed.	NAICS Code 33 Companies, NAICS Code 3339 Companies, NAICS Code 333924 Companies, NAICS Code 333 Companies, NAICS Code 33392 Companies	
6	Proposer Physical Address:	1300 West Bartlett Rd, Elgin, IL 60120	*
7	Proposer website address (or addresses):	https://www.elginsweeper.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Nick Johanson Sales and Operation Administrator 1300 West Bartlett Rd, Elgin, IL 60120 Njohanson@Elginsweeper.com 404-434-1456	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nick Johanson Sales and Operation Administrator 1300 West Bartlett Rd, Elgin, IL 60120 Njohanson@Elginsweeper.com 404-434-1456	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	No other contacts	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Elgin sweepers have been cleaning roadways since 1914, when a man named John Murphy, concerned about the health hazards caused by filthy, debris-filled streets, invented the very first motorized street sweeper. His invention not only improved public sanitation but set in motion a legacy of innovation and commitment to community well-being that still defines the company today. Based in Elgin, Illinois, Elgin Sweeper Company has been a pioneer in the development of advanced street sweeping technologies for more than 100 years. From the original mechanical broom sweepers to today's lineup that includes pure vacuum sweepers, regenerative air systems, alternative fuel options, and single-engine models, Elgin has consistently evolved to meet the changing needs of municipalities, contractors, and industrial clients across the globe. While technology has advanced, the company's core mission has never wavered — a commitment to quality, performance, and environmental impact. Clean streets are more than just visually appealing; they directly improve air and water quality, protect local ecosystems, and support overall community health by reducing pollutants and runoff. Elgin offers the most rugged, reliable, and technologically advanced sweepers on the market. Whether you're sweeping residential streets, airport runways, racetracks, ports, construction sites, or industrial complexes, there's an Elgin model built for your specific needs. Every machine is backed by over a century of engineering expertise, precision manufacturing, and industry-leading customer support through the strongest dealer network in the business. As a proud member of the Federal Signal Corporation, Elgin benefits from world-class resources and continues to deliver solutions that are not only "Built for Clean — but Backed for Life". From day one to the life of your machine, Elgin stands with its customers, offering unmatched performance, durability, and support. Elgin Sweeper Company doesn't just make sweepers — it sets the standard for what street sweeping should be.	*
12	What are your company's expectations in the event of an award?	In the event of an award, we would collaborate closely with Sourcewell to serve its members/customers by delivering effective, efficient, and environmentally responsible street sweeping solutions. Our commitment would include expanding awareness of Sourcewell contracts and promoting them through our dealer network. With over a decade of successful partnership with Sourcewell, we are well-positioned to continue this collaboration by providing members access to the latest innovations in street sweeping equipment and technology. Our focus would be on simplifying procurement while delivering the highest levels of quality, performance, and support to Sourcewell members.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Elgin Sweeper Co. has been a trusted manufacturer of street sweepers for over 100 years and is recognized as the industry leader in North America. As part of Federal Signal Corporation, a publicly traded company (NYSE: FSS), we are backed by a strong financial foundation that underscores our stability and reliability. In 2024, Federal Signal reported $1.8 billion in revenue and continued to demonstrate robust performance across all segments. The company's financial strength is further supported by consistent profitability, positive cash flow, and strategic investments in innovation and customer support. Elgin offers the most comprehensive line of street sweepers in the market, including mechanical broom sweepers, regenerative air models, pure vacuum systems, and alternative fuel options such as CNG. These solutions are built with a focus on performance, durability, and environmental responsibility. Financial documents such as quarterly earnings reports, SEC filings, and investor information are publicly available and can be accessed at https://www.federalsignal.com/annual-quarterly-reports, providing transparent insight into our corporate financial health and long-term viability.	*
14	What is your US market share for the Solutions that you are proposing?	While the street sweeping industry does not have a centralized reporting structure for market share, we estimate that Elgin Sweeper holds a leading position in the U.S. market across included sweeping technologies. Based on internal data and dealer feedback, we believe our market share ranges between 40% and 45%. This strong market presence reflects the trust that municipalities, contractors, and industrial users place in the performance, reliability, and long-term value of Elgin equipment.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Although formal market share data is not available for the Canadian market, our internal analysis and dealer feedback indicate that Elgin Sweeper maintains a strong presence across Canada. We estimate our market share to be approximately 35%, supported by a well-established dealer network and consistent performance across a wide range of sweeping technologies. This presence reflects the reliability of our equipment and the strength of our local support throughout the region.	*

16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Neither Elgin Sweeper nor its parent company Federal Singal have been part of bankruptcy proceedings.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B) Elgin has a strong and experienced dealer network throughout North Americ and Canada. All Elgin dealers are factory-trained and authorized to sell and service Elgin products. Most dealers have worked with Elgin for over 20 years and have established relationships in their territories that will continue to help Elgin, and its dealers grow. Dealers provide parts, service, warranty, and training support to all customers through their own teams as well as factory support. Elgin supports its dealers with factory-based and field-based product and service training. Elgin also provides marketing and quoting tools to ensure Sourcewell members/users receive quick and accurate proposals through their local dealers. Factory direct support is also available through Elgin’s Regional Sales Managers and Parts & Service Managers who work hand in hand with Elgin dealers to ensure efficiency and customer satisfaction.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All contracted Elgin dealers are required to have valid state equipment dealer license as is part of Elgin's contract. Elgin is ISO (International Standards Organization) 9001:2015 certified and has a robust quality management system in place. All equipment is manufactured to meet or exceed applicable industry safety and environmental standards.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Elgin Sweeper Company Won the WorldSweeper.com/World Sweeping Association's 2020 Award of Excellence in Power Sweeping, the United States power sweeping industry's highest honor. Federal Signal Workplace Hazard Reduction Award	*
21	What percentage of your sales are to the governmental sector in the past three years?	Approximately 68%-70%	*
22	What percentage of your sales are to the education sector in the past three years?	Less than 1%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	As the manufacturer, Elgin Sweeper holds only our current cooperative purchasing agreement with Sourcewell. While we do not directly manage any additional state, provincial, or local contracts, several of our authorized dealers do participate in such agreements within their respective regions. However, because these contracts are managed independently by the dealers, we do not have access to detailed sales volume data associated with them over the past three years.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We service a GSA contract (47QMCA18D000E) that is administered through our dealer in Maryland. Again, annual sales volumes are unknown.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
County of San Joaquin	Kevin Myose	209-468-3099	*
Delaware DOT	Lawrence Hardy	302-760-2505	*
City of Greenville	Ben Carroll	864-467-4345	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Elgin's sales force is a collaborative and integrated team made up of both field and inside sales professionals, working in close coordination with our extensive dealer network and factory-based support teams. We have six Regional Sales Managers (RSMs) strategically located throughout North America who are responsible for supporting dealer sales efforts, setting regional goals, and engaging directly in the end-user sales process when needed. These RSMs report to the Director of Municipal/Governmental Sales, who in turn reports to a Group-level Vice President. Our Inside Sales Team plays a critical role in supporting both our dealers and end customers. They are responsible for processing and managing all orders, ensuring accuracy and timeliness. This team also handles any custom configurations or changes, working closely with the factory and the customer to deliver a solution that meets exact requirements. They act as a central point of contact between the customer, the dealer, and the manufacturing team to ensure that each order progresses smoothly from entry to delivery. In addition, each dealership is staffed with dedicated sales professionals for equipment sales, parts, and service. These teams are factory-trained and supported by Elgin to ensure they can deliver expert guidance and service at the local level. At the factory, we also have sales, parts, and service representatives who work hand-in-hand with our dealers to support the full lifecycle of the customer relationship—from the initial inquiry to post-delivery service and technical support. Together, this unified sales structure—spanning Elgin's field sales force, inside sales team, factory resources, and our dealer network—ensures that every customer receives knowledgeable, responsive, and coordinated support at every stage of the process. This team-based approach allows us to deliver not only exceptional products but also the outstanding service that our customers have come to expect from Elgin.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Elgin Sweeper distributes its products through a well-established and robust dealer network consisting of 28 authorized dealers with over 70 locations across North America. Each dealer is assigned an exclusive geographic territory that includes all areas of the United States, Canada, and U.S. Territories. Dealers are responsible for sales, service, parts support, and end-user training within their assigned regions. Elgin's dealers are carefully selected based on their industry expertise, technical capabilities, and commitment to customer service. They receive ongoing product and technical training directly from Elgin to ensure consistent product knowledge and service quality. In addition to their frontline role, dealers serve as vital partners in communicating customer needs and supporting local engagement with municipal, industrial, and commercial clients. This networked distribution model ensures localized expertise, faster response times, and consistent customer support, Together, Elgin and its dealer partners deliver comprehensive sales and service coverage across the continent.	*

28	Service force.	Elgin Sweeper maintains a highly capable and multi-tiered service force designed to support both our dealers and end users across North America. Internally, we operate a dedicated Inside Service Organization, which includes factory-based technical representatives who provide daily support to our dealer network. These experts assist with troubleshooting, diagnostics, training, and technical documentation. In the field, Elgin employs Regional Service and Support Managers (RSSMs) and Regional Parts Service Managers who are strategically located and assigned to specific territories. These professionals work closely with dealers and end users to support warranty work, deliver technical training, and assist with complex service and parts issues. Their presence in the field ensures that both proactive and reactive support is available when and where it's needed. Additionally, Elgin's authorized dealers are required to maintain their own trained service technicians, ensuring prompt, local support. In total, Elgin supports approximately 225 dealer technicians across North America, all of whom are trained by Elgin personnel to maintain high service standards. This combined structure of internal factory experts, regional field support, and trained dealer technicians ensures that Elgin customers receive reliable, responsive service throughout the full life cycle of their equipment—from delivery and commissioning to routine maintenance and complex repairs.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders from Sourcewell members are processed through Elgin's authorized dealer network. The local dealer serves as the primary point of contact for the customer and is responsible for guiding the member through equipment selection, configuration, and pricing. Dealers provide detailed proposals and quotations in accordance with the Sourcewell contract, ensuring compliance and transparency throughout the purchasing process. Once an order is finalized, the dealer submits it directly to Elgin for production. Upon completion, the equipment is shipped to the dealer, who then coordinates delivery to the end user. The dealer is also responsible for machine setup, operator training, and ongoing support, ensuring a seamless transition from purchase to operation. Elgin's dealer network has demonstrated extensive knowledge and experience with cooperative purchasing contracts and remains highly engaged in supporting Sourcewell members with professionalism and responsiveness.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	At Elgin, our customer service begins with the delivery of your Sweeper and includes comprehensive installation and operational training. Shortly after delivery, we invite customers to complete a satisfaction survey to help us assess product quality, dealer support, and overall satisfaction. Any negative feedback is carefully documented and promptly assigned to a field representative for appropriate follow-up. Elgin's dealer network is comprised of trained and certified technicians, with most dealers offering on-site service via fully equipped service vehicles. This ensures rapid response and support for potentially inoperative equipment. In addition, Elgin provides a 24-hour toll-free helpline, staffed by knowledgeable factory personnel, to deliver immediate assistance and resolution to both dealers and end-users. Our products are backed by a robust warranty program, supported through our authorized dealer network. At Elgin, we believe that delivering high-quality products, combined with exceptional service, provides the greatest value to our customers. This commitment fosters strong, long-term relationships with both our customers and dealer partners.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Elgin is well-positioned to serve Sourcewell members across the U.S. through a nationwide distribution and support network. Rather than relying on a centralized model, we operate through a network of independently authorized dealers who are deeply embedded in their local markets. These dealers are carefully selected and supported by Elgin to ensure they can deliver a consistent level of product knowledge, service expertise, and responsiveness. Our organizational model allows us to offer localized service with the backing of a major OEM, ensuring that Sourcewell participants receive personalized support with the reliability and resources of a national manufacturer. We are fully committed to meeting the needs of public agencies and government entities through this structure and are prepared to support contract compliance, service expectations, and delivery timelines accordingly.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As stated above we are well positioned to serve all street sweeping needs across North America, this includes the entire Canada market. We have dealer location set up to service and support all customer needs across the Canadian territories	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no areas we are unable to support in United States or Canada.	*

34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	We will support an Sourcewell Participating entities.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii, Alaska and US territories are covered by various dealers so there will be no restrictions in supporting these markets.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Elgin will work with individual entities on a case-by-case scenario to determine the best use of the proposed master agreement.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Elgin has developed a multi-tiered marketing strategy to promote our Sourcewell contract to both our dealer network and end users: Formal Press Release / Announcement – A formal announcement is sent to all Elgin dealers and agents informing them of our Sourcewell contract. This includes key messaging around the benefits of using the contract and details on how to access it. Dealer Engagement and Communication – We host conference calls and Microsoft Teams meetings with all dealer principals to ensure they have received the announcement and are fully informed of the contract. A marketing package is provided which includes: A copy of the official press release Sourcewell pricing overview and current contract details Guidance on requirements for Elgin to be listed on all Sourcewell purchase orders Printed marketing materials highlighting Elgin's Sourcewell-awarded vendor status Marketing Support and Dealer Enablement – Dealers are provided with recommended marketing initiatives to promote Elgin and the Sourcewell contract. This includes leveraging existing online presence (websites, social media, etc.) and direct customer outreach. Dealers receive: Media content and messaging to help inform customers about our Sourcewell contract A schedule of upcoming Sourcewell events that offer training or promotional opportunities Training on the Sourcewell Supplier Portal to help dealers better understand and utilize the contract Internal Sales Team Communication – We repeat similar engagement with our internal sales team and all agent principals, ensuring consistent messaging and support tools across all touchpoints. Our dealers are already highly engaged in promoting Elgin and Sourcewell through a variety of marketing channels. In addition, our efforts also extend to the Canadian market through collaboration with Canoe Procurement.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Elgin strategically leverages a wide range of digital tools and technologies to amplify our marketing effectiveness and maintain strong engagement with our target audience. Our Marketing Communications team utilizes platforms such as Facebook, LinkedIn, YouTube, and Twitter to deliver timely updates, including product announcements, application-specific content, new feature availability, and press releases. These efforts help keep both prospective and existing customers informed and engaged. Our website serves as a central resource for accessing product information, Sourcewell contract details, and dealer support materials. By optimizing our online presence and content delivery, we ensure a consistent and impactful digital experience for customers and partners alike. In coordination with our dealer network, Elgin ensures that marketing strategies are executed at both the national and local levels. Dealers actively participate in digital promotion by sharing Elgin content across their platforms, featuring Sourcewell contract messaging on their websites, and engaging with customers through email campaigns and social media. This comprehensive, dealer-driven digital marketing approach has been instrumental in Elgin achieving the position of #1 in Sourcewell sales for the street sweeping category. Our continued investment in digital marketing, supported by an engaged dealer network, reinforces our leadership position in the industry and our commitment to supporting Sourcewell members.	*

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell plays a critical role in simplifying the procurement process for government, education, and nonprofit entities by offering competitively solicited contracts with pre-vetted, reputable suppliers. We view Sourcewell not only as a contracting agency but also as a key promotional partner in helping eligible members discover and utilize awarded contracts. We expect Sourcewell to actively promote Elgin's awarded contract through its member communications, website listings, targeted outreach, and participation in relevant trade shows and events. Their role helps drive awareness among purchasing agents and procurement officers who are seeking trusted and efficient buying solutions for street sweepers. Internally, the Sourcewell contract is fully integrated into Elgin's sales process. Our Regional Sales Managers (RSMs), dealer network, and inside sales teams are trained to position Sourcewell as a preferred procurement option during the quoting and proposal phase. We have embedded Sourcewell contract compliance into our online product configuration and quoting tools, allowing our dealers to easily generate Sourcewell-compliant proposals with approved pricing, terms, and contract language. This ensures a seamless experience for the customer and maintains full contract compliance. Additionally, we regularly collaborate with our dealers to promote the Sourcewell contract to eligible customers, using shared marketing materials, email campaigns, social media outreach, and co-branded resources. By aligning our sales efforts with Sourcewell's mission and capabilities, we are able to provide a streamlined, value-driven procurement experience to public sector buyers.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	While Elgin does not currently offer a direct e-procurement platform for end users, we provide a robust online configuration and ordering system used by our authorized dealer network. This tool enables dealers to configure units based on the specific needs of each customer, taking into account the wide range of available features, chassis options, and operational requirements. Because Elgin street sweepers are complex, made-to-order machines with numerous variations and application-specific configurations, they are not suited to a one-size-fits-all catalog or pre-set ordering model. Instead, our configuration platform ensures that each unit is accurately specified and aligned with the customer's operational needs. This system also supports the preparation of formal, Sourcewell-compliant proposals, which include all required contract terms and pricing structures. Once a purchase decision is made, the dealer uses the same system to submit the finalized order to Elgin for production. Government and education sector customers benefit from this process by receiving tailored solutions that meet their exact specifications, while ensuring compliance with Sourcewell's contract framework. This approach allows us to maintain both operational efficiency and high levels of customer satisfaction.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Elgin offers a comprehensive, multi-tiered training program designed to support the safe, efficient, and effective use of our street sweepers. Our training resources are tailored to meet the unique needs of Sourcewell participating entities and include the following: Initial Delivery & Basic Training Included with all new unit deliveries at no additional cost. Conducted by certified Elgin dealer technicians in coordination with our Regional Sales Managers (RSMs). Covers equipment operation, daily maintenance, safety procedures, and walk-around inspections. Onsite Demonstration & Hands-On Training Our RSMs work closely with Elgin dealers to provide in-person training and live product demonstrations. This collaborative approach ensures that end users receive tailored instruction specific to their environment and sweeping application. Optional follow-up visits can be arranged for refresher training or onboarding of new personnel. Advanced Technical & Maintenance Training Available upon request and can be scheduled at the customer's location, dealer facility, or Elgin headquarters. Designed for fleet managers, mechanics, and service teams. Includes in-depth diagnostics, preventive maintenance best practices, and troubleshooting techniques. Costs may apply if travel or extended sessions are required. Elgin Online Training Academy Sourcewell members and dealers have access to Elgin's Online Training Academy, which includes a full catalog of training videos, tutorials, product overviews, and technical walk-throughs. These digital resources are accessible 24/7 and support both initial onboarding and ongoing education. The academy is continually updated to reflect new technologies and product enhancements. Virtual Support & On-Demand Materials In addition to our online academy, Elgin offers digital service manuals, quick-reference guides, and troubleshooting videos. Virtual training sessions can also be coordinated with Elgin support staff for remote assistance or specialized instruction. Elgin's training philosophy is rooted in ensuring long-term success for Sourcewell members by equipping operators and technicians with the knowledge they need to get the most from their equipment. Through hands-on support, online resources, and local dealer expertise, we deliver a complete training solution that enhances safety, performance, and equipment longevity	*

42	Describe any technological advances that your proposed Solutions offer.	1. Whirlwind1® Vacuum Sweeper with VSD Technology First vacuum sweeper in North America featuring a Variable-Speed-Device (VSD) between the chassis engine and transmission. Enables seamless switching between "road" and "work" modes via a single button — no need to stop or engage the parking brake . Reduces operator fatigue with quieter operation and fewer maintenance points by eliminating auxiliary engine components (belts, fluid couplers, etc.) . 2. Single-Engine Regenerative-Air Sweepers (Crosswind1 & RegenX1) Crosswind1 employs innovative shared-power architecture, integrating chassis and sweeping drive into one engine Electric Broom Bear debuted at CONEXPO 2023 using a fully electric chassis (Battle Motors LNT), supporting full shift operations and compatibility with Level 2/3 charging systems 4. Hybrid Pelican (PHEV Configuration) Maintenance of full performance with a battery-generator hybrid system, aligning with latest low-emission standards (EPA & CARB) elginsweeper.com . Through voice-of-customer insights and thoughtful design, Elgin has pivoted toward single-engine, hybrid, and fully electric platforms. These innovations offer: Significant reductions in noise, vibration, and maintenance Simplified operations and increased operator comfort Support for zero-emission mandates and long-term cost reductions Flexibility across multiple chassis and fuel configurations This integrated suite of technological advancements underscores Elgin's role as an innovator setting new standards in street sweeping.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Elgin is deeply committed to environmental sustainability, integrating eco-friendly technologies and practices across our product line and operations: Eco-Conscious Manufacturing At our Elgin factory, we've implemented advanced welding fume extraction systems and maintain best-in-class indoor air quality standards, reflecting our dedication to environmental stewardship NASCAR Green® Partnership As the "Official Sweeper of NASCAR Green®," Elgin partners with NASCAR on sustainable track operations. Our sweepers help reduce the sport's carbon footprint by optimizing fuel usage and reducing emissions Stormwater Retention & Management Our vacuum and regenerative air sweepers support stormwater best management practices by removing pollutants before they enter waterways. Dumping into roll-off containers prevents wastewater contamination Waterless Dust Control Elgin offers waterless sweeping solutions that reduce water usage and associated runoff—supporting year-round, sustainable operations Alternative-Fuel and Electric Sweepers Hybrid Broom Bear: Combines electric sweep drive with diesel/CNG charging. CNG Crosswind: Runs on clean-burning compressed natural gas, offering emissions benefits where CNG infrastructure exists Fully Electric Broom Bear: Offers zero-emission operation with 400 kWh battery capacity, delivering municipal-level performance	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Elgin Sweeper Company is dedicated to delivering environmentally responsible solutions that mitigate stormwater runoff, air pollution, and urban debris. As part of this commitment, we developed our proprietary Eco-Infused™ Technology—a platform that integrates scientific innovation with advanced engineering to enhance environmental performance across our product line. Elgin continues to lead the industry with technologies such as alternative fuel options, waterless dust control systems, single-engine configurations, and hybrid-electric powered sweepers. These innovations are designed to support cleaner streets, improve air and water quality, and reduce overall environmental impact. Our leadership in sustainability is further demonstrated by our long-standing partnership with NASCAR Green®, where Elgin has served as the exclusive sweeper provider for over nine years. This collaboration reflects our unmatched ability to deliver efficient track sweeping and drying solutions in some of the most demanding conditions—helping drive meaningful environmental progress within motorsports and beyond.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Elgin's unique value lies in our comprehensive line of street and road sweepers, which can be tailored to meet virtually any sweeping application. Our product lineup includes purpose-built mechanical sweepers, chassis-mounted mechanical models, regenerative air systems, pure vacuum sweepers, and alternative fuel options—offering unmatched versatility for Sourcewell participating entities. Our well-established dealer network across the U.S. and Canada allows us to effectively serve and support Sourcewell members nationwide. These strong relationships enable seamless collaboration, ensuring customers receive reliable service, technical expertise, and localized support. With our full suite of sweeper technologies, we don't steer customers toward one type of solution—we instead focus on identifying the best fit for their operational needs. Elgin's dedicated service engineering team enhances this flexibility, providing custom configurations and optional features to address specific member requirements. Lastly, our longstanding relationship with Sourcewell has given us deep familiarity with contract expectations and member needs. We understand how to manage reporting, compliance, and administrative requirements, ensuring the contract operates smoothly and efficiently to the benefit of all parties involved.	*
46	Describe in detail warranties offered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	Our dealer contracts require that they provide service for all customers within their assigned territories, including Sourcewell member customers. In rare cases, and with the agreement of the customer, Elgin may authorize a customer to perform their own warranty repair. In such cases, Elgin and the servicing dealer will support the customer by providing parts, work instructions, and compensation at pre-established rates. This type of authorization is granted only when the repair is considered relatively straightforward and poses no risk to the customer. Elgin's warranty program is designed with flexibility and fairness in mind. There are no usage limitations imposed by our warranties. Our standard warranty covers one year bumper-to-bumper, excluding normal wear items such as brooms. This ensures that customers can operate their equipment with confidence, knowing that coverage is not affected by usage intensity. The warranty includes all components except for engines, truck chassis, tires, and other parts that fall under their respective original equipment manufacturer (OEM) warranties. These OEM-covered components are typically serviced by local facilities. In cases where local support is not available, Elgin and our dealers take an active role in coordinating service through our network of engine and chassis manufacturers and service providers. It is extremely rare for Elgin to receive a request to exchange or return a sweeper. However, if a customer's needs change or if a product is found to be misaligned with its intended use, Elgin and its dealers work collaboratively to modify or replace the equipment with a more suitable model. Our ultimate goal is to ensure every customer is fully satisfied with the performance and fit of their sweeper—because customer satisfaction is central to how we measure success.	*
47	Describe any limitations, restrictions, or other factors that adversely affect warranty coverage, including any coverage for items made by other manufacturers such as chassis.	The warranty includes all components except for engines, truck chassis, tires, and other parts that fall under their respective original equipment manufacturer (OEM) warranties. These OEM-covered components are typically serviced by local facilities. In cases where local support is not available, Elgin and our dealers take an active role in coordinating service through our network of engine and chassis manufacturers and service providers.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available.	*
49		Minority Business Enterprise (MBE)	○ Yes ◉ No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available	*
50		Women Business Enterprise (WBE)	○ Yes ◉ No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do.	*
51		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do.	*
52		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do.	*
53		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do.	*
54		Small Business Enterprise (SBE)	○ Yes ◉ No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do.	*
55		Small Disadvantaged Business (SDB)	○ Yes ◉ No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do.	*
56		Women-Owned Small Business (WOSB)	○ Yes ◉ No	While Elgin does not qualify under any of these business heading, several of our partner/dealers do.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
57	Describe your payment terms and accepted payment methods.	Payment terms are established directly between the Elgin dealer and the Sourcewell member. While the standard terms are typically net 15 or net 30 days, our dealers have extensive experience working with municipal and government agencies and understand that alternative payment arrangements may sometimes be necessary. In most cases, dealers are flexible and willing to accommodate specific member payment requirements, provided they are reasonable and agreed upon in advance. The default standard payment term between our dealers and Sourcewell members remains net 30 days.	*

58	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing and financing options are arranged directly between the Elgin dealer and the Sourcewell member. Nearly all of our dealers offer leasing and/or financing solutions, typically in partnership with third-party financial institutions with whom they have established relationships. One commonly recommended provider is NCL Government Capital, which offers financing options under a Sourcewell-awarded contract. Many of our dealers maintain an active relationship with NCL and utilize their programs to offer streamlined, compliant lease and financing solutions tailored to the needs of Sourcewell members.	*
59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	We do not utilize a standardized transaction document for end users or Sourcewell members. Typically, the purchasing entity issues a formal purchase order to the authorized Elgin dealer, based on a Sourcewell-compliant quote generated through our online configurator tool. Once the dealer receives the purchase order, they submit the finalized quote to Elgin as a formal order. Upon receipt, Elgin issues an electronic order acknowledgment to the dealer, confirming the details of the transaction. This workflow represents our standard order processing procedure and integrates seamlessly with Sourcewell transactions. Sample documentation illustrating this process has been included in the upload section for reference	*
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The payment process for members is a transaction between Sourcewell member and Elgin dealer. I do not believe P-card transactions are used. We do not accept P-Card payments from our dealers. We have no hidden or undisclosed costs.	*
61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Elgin is offering its complete line of sweepers under this agreement. Our pricing structure includes a straightforward 3% discount off the published list price for all sweeper models and available options. This pricing excludes the cost of the chassis and freight (from the factory to the dealer location). We also provide sweeper rental options across both the United States and Canada (quoted in Canadian dollars where applicable). Rental pricing is clearly defined on our rate sheets and reflects Sourcewell member pricing. In addition, late-model used sweepers, primarily from our rental fleet, are available for purchase. Due to differences in usage and unit condition, pricing for used equipment is determined on a case-by-case basis and is negotiated directly between the Sourcewell member and the authorized Elgin dealer. This provides members with a cost-effective option to acquire high-quality sweepers at a significantly lower initial investment.	*
62	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For new equipment a 3% discount from list price applies. This discount applies to all Elgin manufactured content including options. The rental pricing is a pre-established rental rate and is consistent throughout the US and Canada. These rates are at the lower end of the regional rate study that was conducted. Used equipment pricing will be negotiated and agreed to between member and Elgin dealer.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	Additional volume discounts could be considered case-by-case basis.	*

64	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced products or open market items fall into three categories for us. This could be items that would be provided by our dealer. The items in this category would be quoted by our dealer to the member and could include items such as special radios, decals or exterior wraps, lighting, and other dealer installed accessories. These items would not be subject to the 3% discount. Also included in this category would be unique equipment or options that would be designed, manufactured or procured and installed by Elgin. This is common for us and would be handled through our RFQ/Specials process. This allows us to provide a unique (off price list) solution for our customers and would be priced consistently with the 3% discount from list price. Our "Special" solution would be included in the Sourcewell proposal/quote. The last category would be factory supplied chassis. Because most of our product are mounted and integrated to a commercial chassis, we work with commercial chassis manufacturers and their local dealers to provide chassis specifically engineered for Elgin sweeper-mounting and use. We typically get favorable pricing from the manufacturer/dealer because of our volume. These chassis are very competitively priced and specifically designed for use with our sweepers. This is the easiest, least risky, and most often cost-effective turnkey solution. Because chassis availability/inventory is inconsistent and lead times vary, we do not provide chassis pricing. We will provide chassis quote through our dealer at the time a Sourcewell quote/proposal is being developed – the 3% discount does not apply to chassis that we or our dealers provide.	*
65	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional costs not included with our submittal would include dealer charges for items such as pre-delivery inspection and unit preparation, local freight charges, additional training above and beyond initial training at or shortly after delivery. Also, as mentioned above, any dealer installed item would not be identified in our price sheets but would be identified in the member's Sourcewell proposal/quote.	*
66	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The freight from our factory to the local dealer facility would be included with the Sourcewell quote but not subject to the 3% discount. Freight is a pass thru cost and not a profit item for us. Local freight and delivery is handled by our local dealers and is not specifically listed in our response. This cost would be additional and should be listed on the member's pricing quote (often listed as part of the PDI process). This price would also vary by dealer and complexity of local shipping requirements.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada or other "offshore" delivery requirement would include a special quote from us. With offshore shipping requirements we typically containerize the sweeper, deliver to a coastal port via truck and then load the container to a boat for delivery to location. This usually requires additional handling charges including protective coatings and dock charges. These charges can vary and would be disclosed in a member's proposal/quote.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have a dedicated traffic department which is tasked with arranging any unique delivery requirement. This is their focus and the department is knowledgeable and skilled at finding competitively priced shipping options that best meet requirements.	*
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Currently, we require our Regional Sales Managers to report Sourcewell Sales (using the provided Sourcewell template) on a quarterly basis. Late last year we refined and simplified that process by allowing our dealers to select "Sourcewell" within the CPQ/ordering tool and that would automatically apply the appropriate pricing. This also allows us the ability to track Sourcewell deals in our CPQ/on-line ordering tool. Each RSM now has the ability to view all sales, by specific dealer and region and can query for Sourcewell specific sales. By tracking sales within our CPQ ordering tool, we can verify "Sourcewell" sales and obtain the other required reporting details including transaction price. Once RSMs submit their territory Sourcewell sales reports, they are reviewed and reconciled by our Controller. Once approved, I submitted the quarterly report as required and our Controller initiates payment.	*

70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Quarterly sales are reviewed and compared to the previous year's quarterly results and are also reviewed as a percentage of overall sales. As Business Development Manager, I am tasked with ensuring growth targets are achieved specific to several business development objectives that are set. This includes overall Sourcewell Sales increases. I am also charged with ensuring compliance to requirements.	*
71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	As with past contracts, we propose a 0.5% administrative fee exclusive of chassis pricing and freight. We remove chassis pricing and freight as these items are not profit generating but rather cost items. This fee will be paid by us (Elgin) and is not a line item passed on to the member.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
72	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered for our complete line of street sweepers for this Sourcewell proposal is typically better than what we offer for other purchasing contracts. It is possible that a dealer may offer a lesser price for a specific deal or customer but that is generally without our input.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
73	Provide a detailed description of all the solutions offered, including used solutions if applicable, offered in the proposal.	We are offering for purchase or rental, a full-line of street sweepers. We offer purpose-built mechanical sweepers, chassis-mounted mechanical, regenerative air and pure vacuum sweeping technologies. We also offer a number of our models utilizing alternative fuels including Compressed Natural Gas (CNG) and hybrid electric sweepers. Our product offering represents the most comprehensive line-up of full-sized street sweepers for use in municipal, county highway and state DOT applications. Because of recent popularity of renting sweepers, we are offering rental option for our line of sweepers as well as the sale of late model used sweeper equipment.	*
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our focus is on street, highway, runway, construction, and large parking lot sweepers. Our subcategories include purpose-built, chassis-mounted diesel and alternative fuels including Compressed Natural Gas (CNG) and hybrid (electric) solutions. It should be noted that our sweepers have a comprehensive list of options and accessories that are available to customize our products for specific and geographic applications including waterless sweeping and high-altitude sweeping. These options are included in our offering.	*
75	Detail any runway sweeping and cleaning equipment that is FAA compliant (such as Part 139, AC 150/5210 Foreign Object Debris, National Aerospace Standard 412).	Crosswind 1 FSX - a specialty configuration to our crosswind product. We offer the FSX product to on our sweeper to support FAA compliance.	*
76	Describe any service contract options or extended warranties offered with your proposal.	N/A	*

Table 78: Depth and 8readth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
77	Street sweeper	Yes No	13 different models with optional variations for specific sweeping applications.	*
78	Sidewalk sweeper	Yes No	13 different models with optional variations for specific sweeping applications.	*
79	Parking lot sweepers	Yes No	13 different models with optional variations for specific sweeping applications.	*
80	Runway sweeping and cleaning equipment	Yes No	We offer an option of our regen sweeper for higher speed runway and tarmac sweeping applications.	*
81	Litter, trash, and debris vacuums	Yes No	Our regenerative air and pure vacuum sweepers are available with Catch basin hose that can add versatility to pick-up debris below surface grade or on/in street shoulders and parkways.	*
82	Optional equipment, accessories, supplies and replacement or wear parts (complimentary to proposers offering in 77-81 above).	Yes No	Service Parts are not currently offered.	*
83	Rental options (complimentary to proposers offering in 77-81 above)	Yes No	Not directly through our Elgin contract but working with our rental contract Joe Johnson Equipment, Elgin rentals are offered.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Elgin Pricing.zip - Tuesday June 24, 2025 16:12:40
- Financial Strength and Stability - FSS 10K 2024.12.31.pdf - Tuesday June 24, 2025 16:03:47
- Marketing Plan/Samples - Marketing .png - Tuesday June 24, 2025 16:11:52
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Elgin Transaction doc examples.zip - Tuesday June 24, 2025 16:10:29
- Upload Additional Document - Elgin Warranty Statement.jpg - Tuesday June 24, 2025 16:10:57
- Requested Exceptions - Elgin Sweeper Contract 093021 DL 06192025.docx - Tuesday June 24, 2025 16:04:28

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Nickolaus Johanson, Sales and Operations Administrator, Elgin Sweeper Company - Subsidiary of Federal Signal

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_RFP_062425_Street_and_Specialty_Sweepers Tue May 27 2025 04:08 PM	☑	1
Addendum_1_RFP_062425_Street_and_Specialty_Sweepers Thu May 8 2025 04:14 PM	☑	1

CITY COUNCIL Staff Report

Meeting Date: 9/2/2026

To:	The Honorable Mayor Hodson & City Council
Thru:	Randy Ealy, Interim City Administrator
From:	Jeremy S. Thomas, P.E., MacKay
Agenda Item:	Consider **Ordinance No. 1680:** An Ordinance Authorizing the Interim City Administrator to Execute a Contract with Pacific Excavation, Inc. in the Amount of $1,011,230.00 for the Hwy 99E & Walnut Intersection Project. (*Second Reading*)

Choose an item.

Second Reading Update

On August 19, 2026, the City Council held a First Reading of **Ordinance No. 1680**. During that meeting, it was the consensus of the Council that staff determine whether the lowest bidder was also the "lowest responsible bidder."

Below is a recap of those specific contractual criteria:

- Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities.
- Holds current licenses that businesses or service professionals operating in this state must hold in order to undertake or perform the work specified in the contract.
- Is covered by liability insurance and other insurance in amounts required in the solicitation documents.
- Qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- Has disclosed the bidder's first-tier subcontractors in accordance with ORS 279C.370.
- Has a satisfactory record of performance.
- Has a satisfactory record of integrity.
- Is legally qualified to contract with the contracting agency.
- Possesses a certificate that the Oregon Department of Administrative Services issued under ORS 279A.167.
- Agrees to be bound by the terms and conditions of a community benefit contract if the public contract is a community benefit contract.
- Has supplied all necessary information in connection with the inquiry concerning responsibility.

****In sum, the contract must be awarded to the lowest responsible bidder, staff and legal counsel find that the criteria has been met in this particular case.****

Summary

On August 11, 2026, the City of Canby received thirteen (13) bids for the HWY 99E & Walnut Intersection Project. This staff report is to recommend the City Council approve the award of the construction contract to Pacific Excavation, Inc. in the amount of $1,011,230.00.

Background

This project will convert the existing unsignalized intersection at US HWY 99E & Walnut Street into a fully signalized intersection. The work involves widening the roadway to accommodate a dedicated turn lane, extending drainage infrastructure, grind and inlay, constructing pedestrian access to meet ADA standards, and install comprehensive signing, striping, and traffic control systems.

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

1	**Pacific Excavation, Inc**	**$1,011,230.00**
2	Eagle-Elsner, Inc	$1,222,894.50
3	Canby Excavating	$1,230,783.00
4	KNL Industries	$1,231,147.50
5	Western United Civil	$1,233,107.00
6	Kerr Contractors	$1,243,754.50
7	SLE, INC	$1,254,035.00
8	Brown Contracting	$1,258,650.00
9	Wickwire Contracting	$1,261,082.50
10	North Santiam Paving	$1,302,466.00
11	Conway Construction	$1,324,029.00
12	Dirt & Aggregate	$1,348,024.78
13	North Cascade	$1,522,624.00

Discussion

This solicitation was advertised and completed in compliance with the public bid statutes in ORS 279C, as a formal bid process. All bids were reviewed for compliance with the bidding requirements. The low bidder, Pacific Excavation, Inc., was deemed to be responsive and responsible. A Notice of Intent to Award to Pacific Excavation, Inc. was issued on August 12, 2026, in accordance with ORS 279C.

The engineer's estimate was $1,500,000 for this work, based on previous related projects in the City and Clackamas County, which is higher than the lowest bidder.

We have no reservations in recommending the construction contract be awarded to Pacific Excavation, Inc.

Attachments

1. Ordinance No. 1680
2. Bid Tabulation

Fiscal Impact

The work on this project has been budgeted in the City's Streets Fund 202-202-431-7410, for the FY 26/27.

Options

1. Approve Ordinance No. 1680 as presented.
2. Deny the ordinance and postpone or abandon construction of this project.

Recommendation

Staff recommend Council approval of Ordinance No. 1680.

Proposed Motion

"I move to adopt Ordinance No. 1680, an Ordinance Authorizing the Interim City Administrator to execute a contract with Pacific Excavation, Inc. in the amount of $1,011,230.00 for the Hwy 99E & Walnut Intersection to a second reading."

ORDINANCE NO. 1680

AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH PACIFIC EXCAVATION, INC. IN THE AMOUNT OF $1,011,230.00 FOR CONSTRUCTION OF THE HWY 99E & WALNUT INTERSECTION PROJECT

WHEREAS, in accordance with the Public Contract requirements in ORS 279C, the City of Canby has heretofore formally advertised and received bids for the HWY 99E & Walnut Intersection project;

WHEREAS the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on July 17, 2026;

WHEREAS, Thirteen (13) bids were received and opened on August 11, 2026, at 2:00 pm in the City Hall Mt Hood Conference Room;

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, August 19, 2026, and considered the bids and reports and recommendations of the City staff, including the staff recommendation that the low responsive bid be selected; and

WHEREAS the Canby City Council determined that the low-responsive bid was that of Pacific Excavation, INC.

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

Section 1. The City Administrator is hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate contract with Pacific Excavation, INC for construction of the HWY 99E & Walnut Intersection Project in the amount of $1,011,230.00.

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

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, August 19, 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, September 2, 2026, commencing at the hour of 7:00 PM at the Council Meeting 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 2nd day of September 2026, by the following vote:

YEAS________________ NAYS________________

____
Brian Hodson, Mayor

ATTEST:

____
Maya Benham, CMC
City Recorder

MacKay

Lake Oswego Office
6655 SW Hampton St., Suite 210, Portland, OR 97223
503.684.3478 / GoMacKay.com

BID TABULATION

CITY OF CANBY

Project: **Hwy 99E & Walnut Intersection**

Bid Date: **August 11, 2026 @ 2PM**

Item No.	ODOT Spec	Description	Qty	Units	1 Pacific Excavation	2 Eagle-Elsner	3 Canby Excavating	4 KNL Industries	5 Western United Civil	6 Kerr Contractors	7 SLE, Inc.	8 Brown Contracting	9 Wickwire Contracting	10 North Santiam Paving	11 Conway Construction	12 Dirt & Aggregate Interchange	13 North Cascade Excavating
BID TABULATION			Qty/Units		Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
0200 - Temporary Features & Appurtenances																	
0010	210	Mobilization	1	LS	$ 83,500.00	$ 93,800.00	$ 124,000.00	$ 95,000.00	$ 113,000.00	$ 124,000.00	$ 133,000.00	$ 126,000.00	$ 102,000.00	$ 132,800.50	$ 135,000.00	$ 92,749.68	$ 170,000.00
					$ 83,500.00	$ 93,800.00	$ 124,000.00	$ 95,000.00	$ 113,000.00	$ 124,000.00	$ 133,000.00	$ 126,000.00	$ 102,000.00	$ 132,800.50	$ 135,000.00	$ 92,749.68	$ 170,000.00
0020	225	Temporary Work Zone Traffic Control - Complete	1	LS	$ 25,000.00	$ 51,000.00	$ 55,000.00	$ 35,000.00	$ 49,000.00	$ 104,000.00	$ 70,000.00	$ 65,000.00	$ 68,500.00	$ 175,000.00	$ 102,500.00	$ 111,000.00	$ 170,000.00
					$ 25,000.00	$ 51,000.00	$ 55,000.00	$ 35,000.00	$ 49,000.00	$ 104,000.00	$ 70,000.00	$ 65,000.00	$ 68,500.00	$ 175,000.00	$ 102,500.00	$ 111,000.00	$ 170,000.00
0030	280	Erosion, Runoff & Sediment Control	1	LS	$ 5,000.00	$ 5,900.00	$ 14,515.00	$ 5,000.00	$ 10,000.00	$ 30,000.00	$ 24,000.00	$ 10,000.00	$ 3,500.00	$ 6,600.00	$ 15,000.00	$ 13,150.00	$ 100,000.00
					$ 5,000.00	$ 5,900.00	$ 14,515.00	$ 5,000.00	$ 10,000.00	$ 30,000.00	$ 24,000.00	$ 10,000.00	$ 3,500.00	$ 6,600.00	$ 15,000.00	$ 13,150.00	$ 100,000.00
		Subtotal Temporary Features & Appurtenances			**$ 113,500.00**	**$ 150,700.00**	**$ 193,515.00**	**$ 135,000.00**	**$ 172,000.00**	**$ 258,000.00**	**$ 227,000.00**	**$ 201,000.00**	**$ 174,000.00**	**$ 314,400.50**	**$ 252,500.00**	**$ 216,899.68**	**$ 440,000.00**
Item No.	ODOT Spec	Description	Qty/Units		Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
0300 - Roadwork																	
0040	305	Construction Survey Work	1	LS	$ 7,500.00	$ 25,000.00	$ 12,000.00	$ 25,000.00	$ 12,000.00	$ 18,000.00	$ 11,000.00	$ 22,000.00	$ 15,000.00	$ 19,600.00	$ 15,000.00	$ 17,760.00	$ 10,000.00
					$ 7,500.00	$ 25,000.00	$ 12,000.00	$ 25,000.00	$ 12,000.00	$ 18,000.00	$ 11,000.00	$ 22,000.00	$ 15,000.00	$ 19,600.00	$ 15,000.00	$ 17,760.00	$ 10,000.00
0050	310	Removal of Structures & Obstructions	1	LS	$ 7,500.00	$ 6,400.00	$ 2,505.00	$ 15,000.00	$ 20,000.00	$ 43,000.00	$ 8,850.00	$ 15,000.00	$ 10,000.00	$ 3,500.00	$ 15,000.00	$ 22,777.00	$ 5,000.00
					$ 7,500.00	$ 6,400.00	$ 2,505.00	$ 15,000.00	$ 20,000.00	$ 43,000.00	$ 8,850.00	$ 15,000.00	$ 10,000.00	$ 3,500.00	$ 15,000.00	$ 22,777.00	$ 5,000.00
0060	310	Asphaltic / Concrete Saw Cutting	3,200	LF	$ 1.50	$ 3.50	$ 4.00	$ 8.00	$ 4.00	$ 4.00	$ 2.00	$ 3.00	$ 7.00	$ 3.50	$ 2.50	$ 2.50	$ 5.00
					$ 4,800.00	$ 11,200.00	$ 12,800.00	$ 25,600.00	$ 12,800.00	$ 12,800.00	$ 6,400.00	$ 9,600.00	$ 22,400.00	$ 11,200.00	$ 8,000.00	$ 8,000.00	$ 16,000.00
		Subtotal Roadwork			**$ 19,800.00**	**$ 42,600.00**	**$ 27,305.00**	**$ 65,600.00**	**$ 44,800.00**	**$ 73,800.00**	**$ 26,250.00**	**$ 46,600.00**	**$ 47,400.00**	**$ 34,300.00**	**$ 38,000.00**	**$ 48,537.00**	**$ 31,000.00**
Item No.	ODOT Spec	Description	Qty/Units		Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
0330 - Earthwork																	
0070	330	General Excavation & Disposal - Complete	1,750	CY	$ 33.00	$ 39.00	$ 22.00	$ 75.00	$ 30.00	$ 52.00	$ 56.00	$ 58.00	$ 44.35	$ 60.00	$ 42.00	$ 45.19	$ 45.00
					$ 57,750.00	$ 68,250.00	$ 38,500.00	$ 131,250.00	$ 52,500.00	$ 91,000.00	$ 98,000.00	$ 101,500.00	$ 77,612.50	$ 105,000.00	$ 73,500.00	$ 79,082.50	$ 78,750.00
0100	390	Placement & Compaction of 6" Depth of 3"-0 Crushed Rock for Drainage Ditch Lining	50	CY	$ 90.00	$ 120.00	$ 99.00	$ 100.00	$ 150.00	$ 135.00	$ 92.00	$ 188.00	$ 102.00	$ 120.00	$ 155.00	$ 150.00	$ 175.00
					$ 4,500.00	$ 6,000.00	$ 4,950.00	$ 5,000.00	$ 7,500.00	$ 6,750.00	$ 4,600.00	$ 9,400.00	$ 5,100.00	$ 6,000.00	$ 7,750.00	$ 7,500.00	$ 8,750.00
		Subtotal Earthwork			**$ 62,250.00**	**$ 74,250.00**	**$ 43,450.00**	**$ 136,250.00**	**$ 60,000.00**	**$ 97,750.00**	**$ 102,600.00**	**$ 110,900.00**	**$ 82,712.50**	**$ 111,000.00**	**$ 81,250.00**	**$ 86,582.50**	**$ 87,500.00**
Item No.	ODOT Spec	Description	Qty/Units		Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
0400 - Drainage & Sewers																	
0110	405	Utility Trench Excavation, Bedding & Backfill	150	LF	$ 80.00	$ 134.00	$ 149.00	$ 150.00	$ 90.00	$ 25.00	$ 45.00	$ 95.00	$ 100.00	$ 63.00	$ 60.00	$ 93.50	$ 50.00
					$ 12,000.00	$ 20,100.00	$ 22,350.00	$ 22,500.00	$ 13,500.00	$ 3,750.00	$ 6,750.00	$ 14,250.00	$ 15,000.00	$ 9,450.00	$ 9,000.00	$ 14,025.00	$ 7,500.00
0120	445	12" HDPE Culvert w/ Culvert I.D. Marker	195	LF	$ 15.00	$ 43.00	$ 137.00	$ 160.00	$ 55.00	$ 80.00	$ 33.00	$ 120.00	$ 155.00	$ 35.00	$ 78.00	$ 175.00	$ 100.00
					$ 2,925.00	$ 8,385.00	$ 26,715.00	$ 31,200.00	$ 10,725.00	$ 15,600.00	$ 6,435.00	$ 23,400.00	$ 30,225.00	$ 6,825.00	$ 15,210.00	$ 34,125.00	$ 19,500.00
		Subtotal Drainage & Sewers			**$ 14,925.00**	**$ 28,485.00**	**$ 49,065.00**	**$ 53,700.00**	**$ 24,225.00**	**$ 19,350.00**	**$ 13,185.00**	**$ 37,650.00**	**$ 45,225.00**	**$ 16,275.00**	**$ 24,210.00**	**$ 48,150.00**	**$ 27,000.00**
Item No.	ODOT Spec	Description	Qty/Units		Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
0600 - Bases																	
0130	620	Cold Plane Pavement Removal, 2" Depth	2,700	SY	$ 7.50	$ 10.00	$ 7.00	$ 6.00	$ 10.00	$ 6.00	$ 8.00	$ 8.00	$ 11.30	$ 14.00	$ 16.70	$ 12.61	$ 11.00
					$ 20,250.00	$ 27,000.00	$ 18,900.00	$ 16,200.00	$ 27,000.00	$ 16,200.00	$ 21,600.00	$ 21,600.00	$ 30,510.00	$ 37,800.00	$ 45,090.00	$ 34,047.00	$ 29,700.00
0140	641	3/4"-0 Aggregate Base Rock	1,400	CY	$ 60.00	$ 72.00	$ 69.00	$ 60.00	$ 78.00	$ 82.00	$ 95.00	$ 90.00	$ 65.00	$ 63.00	$ 110.00	$ 91.75	$ 65.00
					$ 84,000.00	$ 100,800.00	$ 96,600.00	$ 84,000.00	$ 109,200.00	$ 114,800.00	$ 133,000.00	$ 126,000.00	$ 91,000.00	$ 88,200.00	$ 154,000.00	$ 128,450.00	$ 91,000.00
0150	2320	Subgrade Geotextile Fabric for Separation	1,400	SY	$ 1.00	$ 2.60	$ 4.00	$ 3.00	$ 2.00	$ 2.00	$ 2.00	$ 4.00	$ 3.00	$ 1.50	$ 2.50	$ 2.00	$ 5.00
					$ 1,400.00	$ 3,640.00	$ 5,600.00	$ 4,200.00	$ 2,800.00	$ 2,800.00	$ 2,800.00	$ 5,600.00	$ 4,200.00	$ 2,100.00	$ 3,500.00	$ 2,800.00	$ 7,000.00
		Subtotal Bases			**$ 105,650.00**	**$ 131,440.00**	**$ 121,100.00**	**$ 104,400.00**	**$ 139,000.00**	**$ 133,800.00**	**$ 157,400.00**	**$ 153,200.00**	**$ 125,710.00**	**$ 128,100.00**	**$ 202,590.00**	**$ 165,297.00**	**$ 127,700.00**
Item No.	ODOT Spec	Description	Qty/Units		Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
0700 - Wearing Surfaces																	
0160	744	½" Dense Mix ACP, Level 3	1,250	Tons	$ 150.00	$ 152.00	$ 169.00	$ 135.00	$ 180.00	$ 145.00	$ 160.00	$ 155.00	$ 178.00	$ 130.00	$ 148.00	$ 169.20	$ 165.00
					$ 187,500.00	$ 190,000.00	$ 211,250.00	$ 168,750.00	$ 225,000.00	$ 181,250.00	$ 200,000.00	$ 193,750.00	$ 222,500.00	$ 162,500.00	$ 185,000.00	$ 211,500.00	$ 206,250.00
0170	759	Concrete Curbs, Type 'C' (16" deep) with 2" Leveling Rock	220	LF	$ 60.00	$ 66.00	$ 58.00	$ 50.00	$ 70.00	$ 62.00	$ 45.00	$ 45.00	$ 50.00	$ 55.00	$ 62.20	$ 75.45	$ 75.00
					$ 13,200.00	$ 14,520.00	$ 12,760.00	$ 11,000.00	$ 15,400.00	$ 13,640.00	$ 9,900.00	$ 9,900.00	$ 11,000.00	$ 12,100.00	$ 13,684.00	$ 16,599.00	$ 16,500.00
0180	759	4" Concrete Sidewalk w/ 2" Leveling Rock	125	SY	$ 145.00	$ 129.00	$ 169.00	$ 100.00	$ 190.00	$ 160.00	$ 100.00	$ 122.00	$ 117.00	$ 130.00	$ 126.00	$ 127.64	$ 130.00
					$ 18,125.00	$ 16,125.00	$ 21,125.00	$ 12,500.00	$ 23,750.00	$ 20,000.00	$ 12,500.00	$ 15,250.00	$ 14,625.00	$ 16,250.00	$ 15,750.00	$ 15,955.00	$ 16,250.00
0190	759	Detectable Warning Cast-In-Place Tile	60	SF	$ 35.00	$ 38.00	$ 75.00	$ 100.00	$ 63.00	$ 35.00	$ 60.00	$ 34.00	$ 55.00	$ 70.00	$ 21.00	$ 60.00	$ 75.00
					$ 2,100.00	$ 2,280.00	$ 4,500.00	$ 6,000.00	$ 3,780.00	$ 2,100.00	$ 3,600.00	$ 2,040.00	$ 3,300.00	$ 4,200.00	$ 1,260.00	$ 3,600.00	$ 4,500.00
		Subtotal Wearing Surfaces			**$ 220,925.00**	**$ 222,925.00**	**$ 249,635.00**	**$ 198,250.00**	**$ 267,930.00**	**$ 216,990.00**	**$ 226,000.00**	**$ 220,940.00**	**$ 251,425.00**	**$ 195,050.00**	**$ 215,694.00**	**$ 247,654.00**	**$ 243,500.00**

MacKay

BID TABULATION

Lake Oswego Office
6655 SW Hampton St., Suite 210, Portland, OR 97223
503.684.3478 / **GoMacKay.com**

CITY OF CANBY

Project: **Hwy 99E & Walnut Intersection**

Bid Date: **August 11, 2026 @ 2PM**

Item No.	ODOT Spec	Description	Qty	Units	1	2	3	4	5	6	7	8	9	10	11	12	13
BID TABULATION					**Pacific Excavation**	**Eagle-Elsner**	**Canby Excavating**	**KNL Industries**	**Western United Civil**	**Kerr Contractors**	**SLE, Inc.**	**Brown Contracting**	**Wickwire Contracting**	**North Santiam Paving**	**Conway Construction**	**Dirt & Aggregate Interchange**	**North Cascade Excavating**
Item No.	ODOT Spec	Description	Qty/Units		Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
0800 - Permanent Traffic Safety and Guidance																	
0200	810	Midwest Guardrail Type 2A, W/W-Beam Wood Post	610	LF	$ 50.00	$ 57.00	$ 55.00	$ 50.00	$ 48.00	$ 43.00	$ 50.00	$ 45.00	$ 55.00	$ 43.00	$ 47.25	$ 43.00	$ 60.00
					$ 30,500.00	$ 34,770.00	$ 33,550.00	$ 30,500.00	$ 29,280.00	$ 26,230.00	$ 30,500.00	$ 27,450.00	$ 33,550.00	$ 26,230.00	$ 28,822.50	$ 26,230.00	$ 36,600.00
		Subtotal Permanent Traffic Safety and Guidance			**$ 30,500.00**	**$ 34,770.00**	**$ 33,550.00**	**$ 30,500.00**	**$ 29,280.00**	**$ 26,230.00**	**$ 30,500.00**	**$ 27,450.00**	**$ 33,550.00**	**$ 26,230.00**	**$ 28,822.50**	**$ 26,230.00**	**$ 36,600.00**
Item No.	ODOT Spec	Description	Qty/Units		Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
0855 - Pavement Markings																	
0210	855	Mono-Directional White Type IAR Markers	21	EA	$ 10.00	$ 9.00	$ 10.00	$ 10.00	$ 9.00	$ 8.50	$ 95.00	$ 13.00	$ 10.00	$ 8.50	$ 9.00	$ 10.20	$ 10.00
					$ 210.00	$ 189.00	$ 210.00	$ 210.00	$ 189.00	$ 178.50	$ 1,995.00	$ 273.00	$ 210.00	$ 178.50	$ 189.00	$ 214.20	$ 210.00
0220	855	Bi-Directional Yellow Type IAR Markers	72	EA	$ 10.00	$ 9.00	$ 10.00	$ 10.00	$ 9.00	$ 8.50	$ 95.00	$ 13.00	$ 10.00	$ 8.50	$ 9.00	$ 10.20	$ 10.00
					$ 720.00	$ 648.00	$ 720.00	$ 720.00	$ 648.00	$ 612.00	$ 6,840.00	$ 936.00	$ 720.00	$ 612.00	$ 648.00	$ 734.40	$ 720.00
0230	857	Continuous Rumble Strips	470	LF	$ 7.00	$ 7.00	$ 7.50	$ 6.25	$ 7.00	$ 6.25	$ 4.00	$ 7.00	$ 8.00	$ 6.25	$ 6.50	$ 7.50	$ 8.00
					$ 3,290.00	$ 3,290.00	$ 3,525.00	$ 2,937.50	$ 3,290.00	$ 2,937.50	$ 1,880.00	$ 3,290.00	$ 3,760.00	$ 2,937.50	$ 3,055.00	$ 3,525.00	$ 3,760.00
0240	865	Thermoplastic, Extruded, Surface, Profiled	5,250	LF	$ 2.00	$ 2.00	$ 2.00	$ 2.00	$ 2.00	$ 1.75	$ 3.00	$ 2.00	$ 2.00	$ 1.75	$ 1.80	$ 2.10	$ 3.00
					$ 10,500.00	$ 10,500.00	$ 10,500.00	$ 10,500.00	$ 10,500.00	$ 9,187.50	$ 15,750.00	$ 10,500.00	$ 10,500.00	$ 9,187.50	$ 9,450.00	$ 11,025.00	$ 15,750.00
0250	867	Pavement Legend, Type B-HS: Arrows	5	EA	$ 400.00	$ 400.00	$ 450.00	$ 400.00	$ 425.00	$ 375.00	$ 400.00	$ 400.00	$ 500.00	$ 375.00	$ 400.00	$ 450.00	$ 600.00
					$ 2,000.00	$ 2,000.00	$ 2,250.00	$ 2,000.00	$ 2,125.00	$ 1,875.00	$ 2,000.00	$ 2,000.00	$ 2,500.00	$ 1,875.00	$ 2,000.00	$ 2,250.00	$ 3,000.00
0260	867	Pavement Legend, Type B-HS: Bicycle Lane Stencil	3	EA	$ 400.00	$ 400.00	$ 450.00	$ 400.00	$ 425.00	$ 375.00	$ 350.00	$ 400.00	$ 500.00	$ 375.00	$ 400.00	$ 450.00	$ 600.00
					$ 1,200.00	$ 1,200.00	$ 1,350.00	$ 1,200.00	$ 1,275.00	$ 1,125.00	$ 1,050.00	$ 1,200.00	$ 1,500.00	$ 1,125.00	$ 1,200.00	$ 1,350.00	$ 1,800.00
0270	867	Pavement Bar, Type B-HS	370	SF	$ 13.00	$ 13.00	$ 15.00	$ 13.00	$ 14.00	$ 12.25	$ 3.00	$ 13.00	$ 15.00	$ 12.25	$ 12.80	$ 14.70	$ 20.00
					$ 4,810.00	$ 4,810.00	$ 5,550.00	$ 4,810.00	$ 5,180.00	$ 4,532.50	$ 1,110.00	$ 4,810.00	$ 5,550.00	$ 4,532.50	$ 4,736.00	$ 5,439.00	$ 7,400.00
0280	868	Green Bicycle Lane, Preformed Thermoplastic Film	590	SF	$ 13.00	$ 14.00	$ 15.00	$ 13.00	$ 14.00	$ 12.75	$ 3.00	$ 13.00	$ 13.00	$ 12.75	$ 13.40	$ 15.30	$ 20.00
					$ 7,670.00	$ 8,260.00	$ 8,850.00	$ 7,670.00	$ 8,260.00	$ 7,522.50	$ 1,770.00	$ 7,670.00	$ 7,670.00	$ 7,522.50	$ 7,906.00	$ 9,027.00	$ 11,800.00
		Subtotal Pavement Markings			**$ 30,400.00**	**$ 30,897.00**	**$ 32,955.00**	**$ 30,047.50**	**$ 31,467.00**	**$ 27,970.50**	**$ 32,395.00**	**$ 30,679.00**	**$ 32,410.00**	**$ 27,970.50**	**$ 29,184.00**	**$ 33,564.60**	**$ 44,440.00**
Item No.	ODOT Spec	Description	Qty/Units		Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
0900 - Permanent Traffic Control and Illumination Systems																	
0290	902	Crosswalk Closure Supports	1	Ea	$ 1,500.00	$ 1,600.00	$ 1,700.00	$ 2,000.00	$ 1,500.00	$ 1,700.00	$ 1,900.00	$ 1,300.00	$ 2,000.00	$ 1,700.00	$ 1,400.00	$ 1,620.00	$ 2,000.00
					$ 1,500.00	$ 1,600.00	$ 1,700.00	$ 2,000.00	$ 1,500.00	$ 1,700.00	$ 1,900.00	$ 1,300.00	$ 2,000.00	$ 1,700.00	$ 1,400.00	$ 1,620.00	$ 2,000.00
0300	905	Remove & Reinstall Existing Signs	1	LS	$ 400.00	$ 5,200.00	$ 3,000.00	$ 10,000.00	$ 8,000.00	$ 300.00	$ 350.00	$ 1,000.00	$ 500.00	$ 300.00	$ 2,400.00	$ 360.00	$ 12,500.00
					$ 400.00	$ 5,200.00	$ 3,000.00	$ 10,000.00	$ 8,000.00	$ 300.00	$ 350.00	$ 1,000.00	$ 500.00	$ 300.00	$ 2,400.00	$ 360.00	$ 12,500.00
0310	910	Wood Signposts	128	FBM	$ 30.00	$ 5.00	$ 40.00	$ 50.00	$ 45.00	$ 25.00	$ 30.00	$ 33.00	$ 35.00	$ 25.00	$ 32.50	$ 34.80	$ 18.00
					$ 3,840.00	$ 640.00	$ 5,120.00	$ 6,400.00	$ 5,760.00	$ 3,200.00	$ 3,840.00	$ 4,224.00	$ 4,480.00	$ 3,200.00	$ 4,160.00	$ 4,454.40	$ 2,304.00
0320	940	Signs, Standard Sheeting, Plywood	27	SF	$ 40.00	$ 27.00	$ 49.00	$ 100.00	$ 60.00	$ 40.00	$ 45.00	$ 45.00	$ 45.00	$ 40.00	$ 40.00	$ 46.80	$ 90.00
					$ 1,080.00	$ 729.00	$ 1,323.00	$ 2,700.00	$ 1,620.00	$ 1,080.00	$ 1,215.00	$ 1,215.00	$ 1,215.00	$ 1,080.00	$ 1,080.00	$ 1,263.60	$ 2,430.00
0330	940	Signs, Standard Sheeting, Sheet Aluminum	33	SF	$ 70.00	$ 13.50	$ 93.00	$ 100.00	$ 75.00	$ 30.00	$ 35.00	$ 74.00	$ 35.00	$ 30.00	$ 74.50	$ 78.00	$ 150.00
					$ 2,310.00	$ 445.50	$ 3,069.00	$ 3,300.00	$ 2,475.00	$ 990.00	$ 1,155.00	$ 2,442.00	$ 1,155.00	$ 990.00	$ 2,458.50	$ 2,574.00	$ 4,950.00
0340	963	42" Diameter Signal Support Drilled Shaft	53	SF	$ 550.00	$ 721.00	$ 1,160.00	$ 1,000.00	$ 850.00	$ 980.00	$ 665.00	$ 850.00	$ 1,100.00	$ 790.00	$ 760.00	$ 846.00	$ 900.00
					$ 29,150.00	$ 38,213.00	$ 61,480.00	$ 53,000.00	$ 45,050.00	$ 51,940.00	$ 35,245.00	$ 45,050.00	$ 58,300.00	$ 41,870.00	$ 40,280.00	$ 44,838.00	$ 47,700.00
0350	990	Traffic Signal Installation, Pacific HWY 99E at Walnut Street	1	LS	$ 375,000.00	$ 460,000.00	$ 404,516.00	$ 400,000.00	$ 400,000.00	$ 330,654.00	$ 395,000.00	$ 375,000.00	$ 401,000.00	$ 400,000.00	$ 400,000.00	$ 420,000.00	$ 413,000.00
					$ 375,000.00	$ 460,000.00	$ 404,516.00	$ 400,000.00	$ 400,000.00	$ 330,654.00	$ 395,000.00	$ 375,000.00	$ 401,000.00	$ 400,000.00	$ 400,000.00	$ 420,000.00	$ 413,000.00
		Subtotal Permanent Traffic Control and Illumination Systems			**$ 413,280.00**	**$ 506,827.50**	**$ 480,208.00**	**$ 477,400.00**	**$ 464,405.00**	**$ 389,864.00**	**$ 438,705.00**	**$ 430,231.00**	**$ 468,650.00**	**$ 449,140.00**	**$ 451,778.50**	**$ 475,110.00**	**$ 484,884.00**
Red denoes variation from written bid, after calculation		**TOTAL BASIC BID**			**$ 1,011,230.00**	**$ 1,222,894.50**	**$ 1,230,783.00**	**$ 1,231,147.50**	$ 1,233,107.00	**$ 1,243,754.50**	**$ 1,254,035.00**	**$ 1,258,650.00**	$ 1,261,082.50	**$ 1,302,466.00**	**$ 1,324,029.00**	**$ 1,348,024.78**	**$ 1,522,624.00**

CITY COUNCIL Staff Report

Meeting Date: 9/2/2026

To:	The Honorable Mayor Hodson & City Council
Thru:	Randy Ealy, Interim City Administrator
From:	James Murphy, Police Captain
Agenda Item:	Consider **Ordinance No. 1681:** An Ordinance Authorizing the Interim City Administrator to purchase one (1) Police vehicle for the Canby Police Department of $54,665.49. (*First Reading*)
Goal:	Provide a police vehicle for assigned duties for the City of Canby.
Objective:	Maintain services

Summary

As per FY27 budget, Canby Police Department (CPD) seeks authorization to purchase one (1) new Ford Expedition 4x4, from Gresham Ford. This vehicle will retire the oldest vehicle in the fleet, and be utilized for police duties as assigned.

Background

Currently, CPD operates patrol and call out duties, 24 hours a day, seven days a week, 365 days a year. CPD must perform police functions in all weather and terrain environments. A reliable and functional vehicle is essential to patrol all areas, respond quickly to emergencies and transport suspects.

Discussion

With the purchase of the Ford Expedition 4x4, CPD will be removing a 2008 Honda Odyssey van from the fleet. Due to the high mileage and engine runtime, the Honda Odyssey's reliability is in question. The purchase of the Ford Expedition 4x4 will allow for reassignment of vehicles and guarantee reliability.

Attachments

- Ordinance No. 1681
- Price Quote from Gresham Ford

Fiscal Impact

The City of Canby approved a budget for FY27 (100-108-421-7470) that allows for the purchase of two vehicles- and outfitting- of $145,000. The first vehicle was purchased for $48,851 and outfitted for another $20,000. This second budget purchase is for $54,665.49 and will be outfitted for approximately $15,000. This should leave a budget remainder of approximately $6,500.

Recommendation

Staff recommends that the City Council authorize staff to execute and issue, on behalf of the City of Canby (Canby Police Department), the necessary Purchase Orders to Gresham Ford.

Proposed Motion

"I move to approve **Ordinance No. 1681,** An Ordinance authorizing the City Administrator to Purchase One Ford Expedition 4x4 from Gresham Ford in the amount of $54,665.49 to a second reading on September 16, 2026."

ORDINANCE NO. 1681

AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO PURCHASE ONE (1) FORD EXPEDITION 4X4 FOR CANBY POLICE DEPARTMENT FROM GRESHAM FORD IN THE AMOUNT OF $54,665.49.

WHEREAS, the City of Canby, through Canby Police Department (CPD), intends to purchase one (1) Ford Expedition 4x4, to support patrol, administration and on-call services;

WHEREAS, the funding for this vehicle purchase is included in the proposed budget for Fiscal Year 2026–2027 for the City of Canby;

WHEREAS, the purchase complies with ORS 279.820–279.855 and will be made through Statewide Price Agreement No. 1659, established for the State of Oregon and authorized participants of the Oregon Cooperative Purchasing Program (ORCPP) to acquire Ford brand vehicles;

WHEREAS, Gresham Ford submitted the quote under Statewide Price Agreement No. 1659, offering the required vehicle at $54,665.49 each; and

WHEREAS, pursuant to Statewide Price Agreement No. 1659, all purchase orders accepted by Gresham Ford constitute separate contracts.

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

<u>Section 1</u>: The Interim City Administrator is hereby authorized and directed to make, execute, and deliver in the name of the City of Canby (Canby Police Department), and on its behalf, the appropriate Purchase Order (contract) with Gresham Ford for the procurement of one (1) Ford Expedition 4x4, for a total Purchase Order Amount: Fifty Four Thousand Six Hundred Sixty-Five Dollars Forty-Nine Cents ($54,665.49).

<u>Section 2</u>: The effective date of this Ordinance shall be October 16, 2026.

SUBMITTED to the Canby City Council and read for the first time at a regular meeting held on Wednesday, September 2, 2026. This ordinance is ordered posted in accordance with the Canby City Charter and scheduled for second reading and final adoption at a regular City Council meeting on Wednesday, September 16, 2026, at 7:00 p.m. in the Council Chambers located at 222 NE 2nd Avenue, 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 the 16th day of September, 2026, by the following vote:

YEAS_______ NAYS_______

____
Brian Hodson
Mayor

ATTEST:

____
Maya Benham, CMC
City Recorder

Fleet Price Quote **Gresham Ford-1999 East Powell Blvd. Gresham, OR 97080**

Janet Teran
Government and Commercial Fleet Manager
Military Deliveries
State of Oregon Contract #1659

Cell: 503.333.2891
Office: 503.665.0101
Fax: 503.665.0497
Janet@GreshamFord.com

Quoted to:	Canby Police Department				
	James Murphy				
Office:	503-266-0715	Date Quoted	8/3/2026	Contract FIN	QS045
Cell:		This Quote is per one vehicle		End User FIN	QR898
E-Mail	MurphyJ@canbypolice.com				

Vehicle Quoted:	Model Code	U1G Expedition SSV XL 4x4
	Model Year	2027

Quote:	Item Code	Item Description	Price
Base	U1G Expedition SSV XL 4x4		$ 54,194.00
Color	YZ	Oxford White	incl.
Interior	C	XL Cloth	incl.
Interior Color	E	Dark Gray	incl.
Trim	102A	Equip. Group	incl.
Engine	998	3.5L EcoBoost® V6 Engine	incl.
Transmission	44U	10-Speed Automatic Transmission	incl.
Emissions	425	50 States Emissions	incl.
	153	Front License Plate Bracket	incl.

	Cost of Vehicle	$ 54,194.00
	Oregon Vehicle Privilege Tax	$ 270.97
	Oregon Corporate Activity Tax	$ 200.52
	E-Plates	N/A
	Delivered to	Canby, Oregon
#66	**Total Vehicle Quote**	$ 54,665.49

CITY COUNCIL Staff Report

Meeting Date: 9/2/2026

To:	The Honorable Mayor Hodson & City Council
Thru:	Randy Ealy, Interim City Administrator
From:	Nathan Templeman, Aquatic Manager
Agenda Item:	Consider **Ordinance No. 1682:** authorizing the Interim City Administrator to execute Amendment No. 2 to the professional services agreement with Scott Edwards Architecture, LLP for the Canby Swim Center Remodel, increasing the current agreement by $57,700, maintaining a cumulative project limit of $249,999 for all SEA services, and extending the agreement through April 1, 2027, to a second reading on September 16, 2026. (*First Reading*)

Summary

Staff requests authorization for the Interim City Administrator to execute Amendment No. 2 to the City's professional services agreement with Scott Edwards Architecture, LLP (SEA) for the Canby Swim Center Remodel. The amendment will provide additional contract capacity for value engineering and related design revisions, continued construction administration, and project closeout. This amendment will maintain an aggregate limit of $249,999 for all SEA services associated with this continuous project; and extend the agreement through April 1, 2027.

Background

SEA has provided architectural services associated with the Swim Center project since 2020, including early locker-room and concept-design work. The City entered into the current professional services agreement with SEA on October 3, 2025, for design services associated with the Canby Swim Center Remodel. The original agreement was structured around a Construction Manager/General Contractor delivery method.

In April 2026, after the City directed the project to proceed using a Design-Bid-Build delivery method, SEA submitted an Additional Services Request (ASR). The executed ASR became Amendment No. 1 and added $10,550 for additional bidding specifications and procurement services. Amendment No. 1 expressly excluded value engineering following bid opening.

The public bidding process has required more effort than initially anticipated. SEA has billed the available bidding fee and the April ASR, and additional services are now expected as the City evaluates project scope, potential value engineering, contract award, construction administration, and closeout.

Discussion

The project is at a stage where continued involvement by the architect of record is important. SEA and its consultant team have detailed knowledge of the existing facility, the project documents, the public bidding process, and the issues identified during bid review. Maintaining that continuity will allow the City to evaluate cost-saving measures, revise the drawings and specifications so they remain aligned with the work ultimately authorized, respond to construction-phase questions, and complete project closeout without introducing a new design team during a critical phase.

Because the final extent of value engineering and design revision is not yet known, staff recommends establishing additional contract capacity up to the City's aggregate project limit rather than returning to Council for each incremental adjustment.

Amendment No. 2 would then increase the current agreement by $57,700, resulting in an amended current agreement amount of $234,000 and a cumulative amount not to exceed $249,999 for all SEA services associated with the project. Services would be performed only as authorized and billed in accordance with the agreement. Any need for professional services beyond the aggregate ceiling would require a new procurement process or other action consistent with the City's contracting requirements.

The amendment would also extend the agreement through April 1, 2027, to cover the anticipated construction and closeout period. All other terms of the original agreement and Amendment No. 1 would remain unchanged unless expressly modified by Amendment No. 2.

Attachments
Ordinance No. 1682

Fiscal Impact
Finance has identified $152,824 in actual SEA services associated with the continuous Swim Center project before Amendment No. 2. Amendment No. 2 would increase the current agreement of $176,300 by $57,700, resulting in an amended current agreement amount of $234,000. The cumulative amount authorized for all SEA services associated with the project would not exceed $249,999. Expenditures will be charged to account 275-275-455-7200, Building Improvements over $5,000.
The Swim Center local option levy was approved to support operation and maintenance of the existing Canby Swim Center. Those revenues are not a funding source for construction of a new or replacement aquatic facility. Accordingly, investment in the continued operation, repair, and modernization of the existing Swim Center uses levy-supported resources for the facility and purposes for which they were approved rather than preserving those funds for a replacement facility they cannot finance.

Options
- Approve Ordinance No. 1682 authorizing the Interim City Administrator to execute Amendment No. 2.
- Do not approve the ordinance and direct staff to return with additional information or a different approach.

Recommendation
Staff recommends Council approve Ordinance No. 1682, authorizing the Interim City Administrator to execute Amendment No. 2 with SEA.

Proposed Motion
"I move to approve **Ordinance No. 1682,** authorizing the Interim City Administrator to execute Amendment No. 2 to the professional services agreement with Scott Edwards Architecture, LLP for the Canby Swim Center Remodel, increasing the current agreement by $57,700, maintaining a cumulative project limit of $249,999 for all SEA services, and extending the agreement through April 1, 2027, to a second reading on September 16, 2026."

ORDINANCE NO. 1682

AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE AMENDMENT #2 WITH SCOTT EDWARDS ARCHITECTURE, LLP IN THE AMOUNT OF $57,700 FOR THE DESIGN DEVELOPMENT/VALUE ENGINEERING, CONTINUED CONSTRUCTION ADMINISTRATION, AND PROJECT CLOSE OUT FOR THE REMODEL OF THE CANBY SWIM CENTER.

WHEREAS, the City of Canby entered into a professional services agreement for the Canby Swim Center Remodel on October 3, 2025;

WHEREAS, in April, 2026, the City of Canby executed Amendment #1 for $10,550 to include services associated with bidding specifications and procurement services, expressly excluding value engineering services;

WHEREAS, the City of Canby feels that it is vital to maintain the continuity of services by Scott Edwards Architecture, LLP for value engineering, responding to construction-phase questions, and completing the project close out;

WHEREAS, this amendment will increase the aggregate limit of all services of Scott Edwards Architecture, LLP for this project to $249,999.

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 execute Amendment #2 with Scott Edwards Architecture LLP in an amount not to exceed $57,700 for the remodel design/value engineering. construction administration, and project close out at the Canby Swim Center for a total aggregate limit of all services to $249,999.

Section 2. The effective date of this Ordinance shall be October 16, 2026.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, September 2, 2026, ordered posted as required by the Canby City Charter; and scheduled for second reading on September 16, 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 September 16, 2026, by the following vote:

YEAS_______ NAYS_______

____
Brian Hodson
Mayor

ATTEST:

____
Maya Benham, CMC
City Recorder

CITY COUNCIL Staff Report

Meeting Date: 9/2/2026

To:	The Honorable Mayor Hodson & City Council
Thru:	Randy Ealy, Interim City Administrator
From:	Nathan Templeman, Aquatic Manager
Agenda Item:	Consider **Ordinance No. 1683:** An Ordinance Authorizing the Interim City Administrator to Execute a Construction Contract with INLINE Commercial Construction, Inc., dba INLINE, for the Canby Swim Center Remodel in the Amount of $1,244,837.44, declaring an emergency. (*First Reading*)

Summary

Staff requests that the City Council approve the first reading of an ordinance authorizing the Interim City Administrator to execute a construction contract with **In Line Commercial Construction, Inc**., dba INLINE, for the Canby Swim Center Remodel. The proposed award includes the $1,118,931.00 base bid and Alternate No. 2 for project phasing and required temporary facilities in the amount of $125,906.44, for a total construction contract of $1,244,837.44.

The ordinance is scheduled for second reading on September 16, 2026. Contract execution will remain subject to completion of the required award findings, notice and protest process, and revised construction schedule.

Background

The Canby Swim Center Remodel will renovate the facility lobby, office area, locker rooms, and restrooms; construct an accessible family changing room; complete accessibility improvements; and replace or modify associated mechanical, plumbing, electrical, and lighting systems. The project was advertised and bid as a formal public improvement under ORS Chapter 279C. Four bids were received and publicly opened on July 23, 2026. The Canby City Council serves as the City's Local Contract Review Board.

Alternate No. 2 provides project phasing and required temporary facilities intended to limit disruption to Swim Center operations during construction. Staff recommends including this work in the construction contract.

Discussion

The proposed action would award the base bid to INLINE and include Alternate No. 2 for a total construction contract of $1,244,837.44.

Because the originally anticipated Notice to Proceed date has passed, a revised construction schedule must be incorporated into the final contract before execution.

Following completion of the award findings, the City will issue or confirm the Notice of Intent to Award and observe the required protest period. Before commencing work, INLINE must execute the approved contract and provide the required bonds, insurance, and preconstruction documentation.

Attachments
Ordinance No. 1683
July 23, 2026, Bid Tally
INLINE Bid Proposal

Fiscal Impact
The proposed INLINE construction contract is $1,244,837.44 and will be charged to **account 275-275-455-7200**, Building Improvements over $5,000. A supplemental budget may be needed after the value engineering phase is complete.

The Swim Center local option levy supports operation, maintenance, repair, and modernization of the existing Canby Swim Center. Levy revenues are not available to construct a new or replacement aquatic facility. The proposed remodel therefore invests available Swim Center resources in the continued operation and modernization of the existing facility.

Options
1. Approve the first reading of **Ordinance No. 1683** and advance it to second reading on September 16, 2026, subject to completion and approval of the highlighted bidder, award, and schedule.
2. Do not advance the ordinance and direct staff to return with additional information or a different project approach.

Recommendation
Staff recommends Council approve the first reading of **Ordinance No. 1683** and advance it to second reading on September 16, 2026, subject to Legal/procurement approval of the bidder and award findings and completion of the remaining highlighted items before contract execution.

Proposed Motion
"I move to approve the first reading of **Ordinance No. 1683,** authorizing the Interim City Administrator to execute a construction contract with In Line Commercial Construction, Inc., dba INLINE, for the Canby Swim Center Remodel in an amount not to exceed $1,244,837.44, and advance the ordinance to second reading on September 16, 2026, declaring an emergency."

ORDINANCE NO. 1683

AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH INLINE COMMERCIAL CONTRUCTION, INC IN THE AMOUNT OF $1,244,837.44 FOR THE CONSTRUCTION COMPONENT OF THE CANBY SWIM CENTER REMODEL PROJECT.

WHEREAS, the City of Canby has heretofore informally advertised and received (4) bid responses to a formal public procurement for the construction for the Canby Swim Center Remodel Project;

WHEREAS, the City of Canby acknowledges the Canby Swim Center is in need of upgrades to continue to serve the community and visitors to the facility;

WHEREAS, bids were received and publicly opened on July 23, 2026;

WHEREAS, INLINE Commercial Construction, Inc was selected as the successful bidder.

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 INLINE Commercial Construction, Inc.in an amount not to exceed $1,244,837.44 for the construction of the Canby Swim Center Remodel Project.

Section 2. The City Council finds that the public health and safety require that this Ordinance be effective immediately upon its enactment. Therefore, the City Council declares an emergency and this Ordinance shall be effective immediately upon its enactment.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, September 2, 2026, ordered posted as required by the Canby City Charter; and scheduled for second reading on September 16, 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 September 16, 2026, by the following vote:

YEAS_______ NAYS_______

____

Brian Hodson
Mayor

ATTEST:

____

Maya Benham, CMC
City Recorder

CANBY SWIM CENTER REMODEL - BID TALLY

Date: 7/23/2026
Time: 2:00PM

	CONTRACTOR NAME	BID FORM	BID GUARANTEE	ACKNOWLEDGEMENTY OF ADDENDA 01	ALTERNATE FORM	PROPOSED SCHEDULE OF VALUES	RESPONSABILITY DETERMINATION FORM	NON-COLLUSION AFFIDAVIT FORM	NON-DISCRIMINATORY CERTIFICATION FORM	BASE BID	ALT 1	ALT 2	1ST TEAR	TIME RECEIVE
1	PETRA DESIGN BUILD, LLC	X	X	X	X	X	X	X	X	$669,915.00	$25,000.00	$14,000.00	X	1:39 PM
2	FIRST CASCADE CORP	X	X	X	X	X	X	X	X	$1,157,000.00	$35,000.00	$50,000.00	X	2:19 PM
3	INLINE	X	X	X	X	X	X	X	X	$1,118,931.00	$44,880.46	$125,906.44	X	2:52 PM
4	TH BUILDERS CORP.	X	X	X	X	X	X	X	X	$1,191,094.00	-$5,000.00	$16,000.00	X	2:46 PM
5														
6														
7														
8														
9														
10														
11														
13														
14														
15														

Canby | Scott Edwards Architecture

Canby Swim Center Locker Room Remodel

Attendance Sheet 07/23/2026

	Company	Contact Name	Email
1	Petra Design Build	Eli Kimmel	Eli@petradesignbuild.com
2	Inline Construction	Lizzy Nelson	bids@inline-cc.com
3	First Cascade	Madison Pihl	madisonP@firstCascade.com
4	TH Builders	Jason Harris	JHarris@THBRDX.com
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			

Canby | Scott Edwards Architecture

Canby Swim Center Locker Room Remodel

	Company Name	Bid Received	Date	Time
1	Petra Design Build LLC	X	07/23	1:39.
2	First Cascade Corp	X	07/23	1:53
3	Inline	X	07/23	1:56.
4	TH Builders Corp	X.	07/2	1:58
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				

SECTION 00 41 33
BID FORM

SECTION 00 41 33 - BID FORM

1.1 BID INFORMATION

A. Bidder: In Line Commercial Construction, Inc. dba INLINE.

B. Project Name: Canby Swim Center Remodel

C. Project Location: Canby, Oregon

D. Owner: City of Canby

E. Architect: Scott Edwards Architecture, LLP.

F. Architect Project Number: 20132.

1.2 CERTIFICATIONS AND CONTRACTOR'S FEE

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Project Manual, Specifications, and all subsequent Addenda, as prepared by Scott Edwards Architecture, LLP and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment, and services necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the Cost of the Work as defined in the Contract Documents, for the stipulated sum of:

1. One million one hundred eighteen thousand ~~three hundred thirteen~~ nine hundred thirty-one Dollars ($1,118,931).

1.3 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within **10** days after a written Notice of Award, if offered within **90** days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting ten percent (10%) of the Base Bid amount above:

1. One hundred eleven thousand eight hundred ninety-three Dollars ($111,893).

B. In the event Owner does not offer a Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 FIRST TIER SUBCONTRACTOR DISCLOSURE

A. The undersigned Bidder understands that the following additional form must be submitted within TWO HOURS following the bid date and time for the bid to be complete. The Owner must reject a bid as non-responsive if a bidder fails to submit the following form:

1. First Tier Subcontractor Disclosure Form – Section 00 45 21.

1.5 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the owner and shall fully complete the Work within the number of calendar days or by the listed substantial completion timeline as outlined in Section 00 11 13 "Advertisement for Bids" under the project schedule.

1.6 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 07/17/2026.
2. Addendum No. 2, dated ____________________.
3. Addendum No. 3, dated ____________________.
4. Addendum No. 4, dated ____________________.
5. Addendum No. 5, dated ____________________.
6. Addendum No. 6, dated ____________________.
7. Addendum No. 7, dated ____________________.

1.7 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto:

1. Bid Form Supplement - Bid Bond Form.
2. Bid Alternates Supplement – Alternates Form.

1.8 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of Oregon, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

A. Respectfully submitted this 23rd day of July, 2026.

B. Submitted By: In Line Commercial Construction, Inc. dba INLINE (Name of bidding firm or corporation).

C. Authorized Signature: Jeff Rule (Handwritten signature).

D. Signed By: Jeff Rule (Type or print name).

E. Title: VP of Preconstruction (Owner/Partner/President/Vice President).

END OF DOCUMENT

SECTION 00 43 23 - ALTERNATES FORM

1.1 BID INFORMATION

A. Bidder: In Line Commercial Construction, Inc. dba INLINE.

B. Project Name: Canby Swim Center Remodel

C. Project Location: Canby, Oregon

D. Owner: City of Canby

E. Architect: Scott Edwards Architecture, LLP.

F. Architect Project Number: 20132.

1.2 BID FORM SUPPLEMENT

A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.

1. Cost-Plus-Fee Contract: Alternate price given below includes adjustment to Contractor's Fee.

B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."

C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.

E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within **90** days of the Notice of Award unless otherwise indicated in the Contract Documents.

F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 REFERENCE SECTIONS

A. See Section 01 23 00 “Alternates” for complete information.

1.5 SCHEDULE OF ALTERNATES

A. Alternate No. 01: Large format tile in lieu of concrete broom finish.

1. ADD X DEDUCT____ NO CHANGE____ NOT APPLICABLE____.

2. Fourty-four thousand eight hundred eighty-and fourty-six cents Dollars ($44,880.46).

B. Alternate No. 02: Phasing of project and required temporary facilities.

SECTION 00 43 23
ALTERNATES FORM

1. ADD X DEDUCT____ NO CHANGE____ NOT APPLICABLE____.

2. One hundred twenty five thousand nine hundred six and fourty-four cents Dollars ($125,906.44).

1.6 SUBMISSION OF BID SUPPLEMENT

A. Respectfully submitted this 23rd day of July, 2026.

B. Submitted By: In Line Commercial Construction, Inc. dba INLINE (Name of bidding firm or corporation).

C. Authorized Signature: Jeff Rule (Handwritten signature).

D. Signed By: Jeff Rule (Type or print name).

E. Title: VP of Preconstruction (Owner/Partner/President/Vice President).

END OF DOCUMENT

AIA® Document G703® - 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:	001
APPLICATION DATE:	July 23, 2026
PERIOD TO:	
ARCHITECT'S PROJECT NO:	~~Canby Swim Center Bid~~

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
01	GR'S AND GC'S	232,313.36 0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
02	EXISTING CONDITIONS	100,488 0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
03	CONCRETE	70,372 0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
04	MASONRY	19,927 0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
06	WOOD, PLASTICS, COMPOSITES	70,107 0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
07	THERMAL & MOISTURE PROTECTION	15,000 0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
08	OPENINGS	73,987 0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
09	FINISHES	94,530 0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
10	SPECIALTIES	118,322 0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
11	EQUIPMENT	1,500 0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
12	FURNISHINGS	1,898 0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
22	PLUMBING	147,710 0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
23	HVAC	66,277 0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
26	ELECTRICAL	104,000 0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
ALT 1	TILE	44,880.46 0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
ALT 2	PHASING	125,906.44 0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	~~[illegible]~~ $0.00 1,289,717	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00

User Notes:

3B9ADA86

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
INLINE Commercial Construction, Inc.
18880 SW Shaw St
Beaverton, OR 97007

SURETY:
(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Canby
222 NE 2nd Ave
Canby, OR 97013

BOND AMOUNT: $ Ten Percent (10%) of the Total Bid Amount

PROJECT:
(Name, location or address, and Project number, if any)
Canby Swim Center Remodel
1150 S. Ivy St.
Canby, OR 97013

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of July 2026

Miranda Corrigan
(Witness)

INLINE Commercial Construction, Inc.
(Principal) *(Seal)*

INLINE COMMERCIAL CONSTRUCTION, INC. CORPORATE SEAL 1986 STATE OF OREGON

Jeff Rule - VP of Preconstruction
(Title)

(Witness)

Merchants Bonding Company (Mutual)
(Surety) *(Seal)*

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED 1933

(Title) Nicholas Fredrickson
Attorney-in-Fact

S-0054/AS 8/10

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Abigail A Bonney; Alec Gumpfer; Andrew Kerslake; Brenda Nolin; Chris Larson; Deanna M French; Elizabeth R Hahn; Gina Wilmink; Greg Lagreid; Gregory C Ryerson; Guy P Armfield; Jana M Roy; Janteane Blyton; John R Claeys; Katelyn Cooper; Kyle Dozier; Michelle Bench; Mindee L Rankin; Nicholas Fredrickson; Rebecca Sarmiento; Robin Baird; Roger Kaltenbach; Ronald J Lange; Sahana Collins; Sandy L Boswell; Scott A Garcia; Scott Fisher; Scott McGilvray; Sharon L Pope; Susan B Larson; William M Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of May , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED 1933 · MERCHANTS NATIONAL BONDING, INC. INCORPORATED 2003 · MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 28th day of May 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA **Penni Miller** Commission Number 787952 My Commission Expires January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23 day of JULY , 2026.

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED 1933 · MERCHANTS NATIONAL BONDING, INC. INCORPORATED 2003 · MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

SECTION 00 43 93
BID SUBMITTAL CHECKLIST

SECTION 00 43 93 - BID SUBMITTAL CHECKLIST

1.1 BID INFORMATION

A. Bidder: In Line Commercial Construction, Inc. dba INLINE.

B. Project Name: Canby Swim Center Remodel

C. Project Location: Canby, Oregon

D. Owner: City of Canby

E. Architect: Scott Edwards Architecture, LLP.

F. Architect Project Number: 20132.

1.2 BIDDER'S CHECKLIST

A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.

B. Attach this completed checklist to the outside of the Submittal envelope.

1. Used the Bid Form provided in the Project Manual.
2. Prepared the Bid Form as required by the Instructions to Bidders.
3. Indicated on the Bid Form the Addenda received.
4. Attached to the Bid Form: Proposed Schedule of Values Form.
5. Attached to the Bid Form: Alternates Form
6. Submitted 2 hours following the bid due date and time: First Tier Contractor Form.
7. Attached to the Bid Form: Responsibility Determination Form.
8. Attached to the Bid Form: Bid Bond for the amount required.
9. Bid envelope shows name and address of the Bidder.
10. Bid envelope shows the Bidder's Contractor's License Number.
11. Bid envelope shows name of Project being bid.
12. Bid envelope shows name of Prime Contract being bid, if applicable.
13. Bid envelope shows time and day of Bid Opening.
14. Verified that the Bidder can provide executed Performance Bond and Payment Bond.
15. Verified that the Bidder can provide Certificates of Insurance in the amounts indicated.

END OF DOCUMENT

RESPONSIBILITY DETERMINATION FORM

Project Name: Canby Swim Center Remodel

Bid Number: 20132

Business Entity Name: In Line Commercial Construction, Inc. dba INLINE

CCB License Number: 51880

Date: 07/23/2026

I, Jeff Rule, hereby certify that the following statements are true and correct regarding In Line Commercial Construction, Inc. dba INLINE (company name):

[X] Has available the appropriate financial capacity, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities.

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

[X] Is covered by liability insurance and other insurance coverage in amounts required and specified in the solicitation documents and is able to provide current certificates of insurance upon request.

[X] Qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407, or has elected coverage under ORS 656.128, and is in good standing with applicable workers' compensation requirements.

[X] Has disclosed the bidder's first-tier subcontractors in accordance with ORS 279C.370, when required, and has complied with all applicable subcontractor disclosure requirements.

[X] Has a satisfactory record of performance, including a history of completing projects in accordance with contract requirements, schedules, and budgets, with no material defaults, terminations for cause, or documented performance deficiencies or contractual default in the last 5 years. Bidder may provide a written explanation and any supporting documentation for the City's consideration in determining responsibility.

[X] Has a satisfactory record of integrity and business ethics, including no convictions, suspensions, falsification of information, or other actions indicating lack of honesty, responsibility, or professional reliability. No prior dissatisfactory performance review. For example, documented findings of deficient performance related to quality of work, failure to meet schedules or contract requirements. Bidders who have experienced any such event may provide a written explanation and any supporting documentation for the City's consideration in determining responsibility.

[X] Is qualified legally to contract with the City of Canby.

SECTION 00 45 13
RESPONSIBILITY DETERMINATION FORM

____
(signature)

Jeff Rule
(name)

VP of Preconstruction
(title)

SECTION 00 45 23
NON-COLLUSION AFFIDAVIT FORM

Canby Swim Center Remodel

I, Jeff Rule, state that I am the VP of Preconstruction
(Name) *(Title)*

of In Line Commercial Construction, Inc. dba INLINE and that I am
(Name of Firm)

authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other prime contractor, bidder, or potential bidder, except as disclosed in the attached appendix.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Project, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of complementary bid

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.

(5) The above-named firm, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached appendix.

SECTION 00 45 23
NON-COLLUSION AFFIDAVIT FORM

I state that the above-named firm understands and acknowledges that the above representations are material and important and will be relied on by the Canby Swim Center Remodel in awarding the Contract(s) for which this bid is submitted. I understand, and my firm understands, that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Canby Swim Center Remodel of the true facts relating to this submission of bids for this Contract.

I make these statements under penalty of perjury.

____
Signature

Jeff Rule
Print Name

VP of Preconstruction
Title

STATE OF OREGON)
) ss
County of Washington)

Sworn to and subscribed before me this 23 day of July, 2026.

OFFICIAL STAMP
MIRANDA LEE CORRIGAN
NOTARY PUBLIC - OREGON
COMMISSION NO. 1058860
MY COMMISSION EXPIRES MAY 13, 2029

Miranda Corrigan
Notary Public for Oregon

SECTION 00 45 33
NON-DISCRIMINATORY CERTIFICATION

TO: **City of Canby**
222 NE 2nd Ave.
PO Box 930
Canby, OR 97013

PROJECT: **Canby Swin Center Remodel**

This information must be submitted with the Bid Form.

In Line Commercial Construction, Inc. dba INLINE hereby certifies that it has not discriminated and will not discriminate in violation of Subsection (1) of ORS 279A.110 against any minority, women, or emerging small business enterprise in obtaining any required subcontract.

"ORS 279A.110 (1) **Discrimination in Subcontracting Prohibited**; (1) a bidder or proposer who competes for or is awarded a public contract may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055."

In Line Commercial Construction, Inc. dba INLINE
Contractor

By: Jeff Rule Jeff Rule, VP of Preconstruction
Print Name and Title

State of Oregon)
County of Washington)
SUBSCRIBED AND SWORN to before me on this 23 day of July, 2026

OFFICIAL STAMP
MIRANDA LEE CORRIGAN
NOTARY PUBLIC - OREGON
COMMISSION NO. 1058860
MY COMMISSION EXPIRES MAY 13, 2029

Miranda Corrigan
Notary Public of Oregon
My commission expires May 13, 2029

SECTION 00 45 21
FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: Canby Swim Center Remodel

Bid Closing Date & Time: July 23, 2026, 2:00 pm local time.

Required First Tier Subcontractor Deadline: July 23, 2026, 4:00 pm local time.

Form Submitted by (bidder name): In Line Commercial Construction, Inc. dba INLINE

Contact Name: Mike Day Phone Number: 503-858-9273In Line Commercial Construction, Inc. dba

This form must be submitted at the location specified in the Advertisement for Bid on the advertised bid closing date and within two working hours after the advertised bid closing time. Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

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

Firm Name Building Material Specialties, Inc.	Category of Work to be Performed Div 10 Specialties
Address PO Box 1019/201 SW Spring St ~~Hillsboro, OR 97123~~	CCB Number 58313
City, State, Zip Hillsboro, OR 97123	Subcontract Amount 115,903
Firm Name Steele Electric LLC	Category of Work to be Performed Div 26 Electrical
Address 7741 SW Cirrus Drive	CCB Number 186140
City, State, Zip Beaverton, OR 97008	Subcontract Amount 104,000
Firm Name American Heating, Inc.	Category of Work to be Performed Div 23 HVAC
Address 5035 SE 24th Ave	CCB Number 33135
City, State, Zip Portland, OR 97202-4765	Subcontract Amount 62,275

Add additional pages if necessary.

SECTION 00 45 21
FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: Canby Swim Center Remodel

Bid Closing Date & Time: July 23, 2026, 2:00 pm local time.

Required First Tier Subcontractor Deadline: July 23, 2026, 4:00 pm local time.

Form Submitted by (bidder name): In Line Commercial Construction, Inc. dba INLINE

Contact Name: Mike Day Phone Number: 503-858-9273

This form must be submitted at the location specified in the Advertisement for Bid on the advertised bid closing date and within two working hours after the advertised bid closing time. Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

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

Firm Name Plumb Solutions	Category of Work to be Performed Div 22 Plumbing
Address PO Box 2152	CCB Number 241882
City, State, Zip Fairview, OR 97024	Subcontract Amount 151,752
Firm Name	Category of Work to be Performed
Address	CCB Number
City, State, Zip	Subcontract Amount
Firm Name	Category of Work to be Performed
Address	CCB Number
City, State, Zip	Subcontract Amount

Add additional pages if necessary.

CITY COUNCIL Staff Report

Meeting Date: 9/2/2026

To:	The Honorable Mayor Hodson & City Council
Thru:	Pete Wood, Human Resources Director
From:	Emily Guimont, BERRY, ELSNER & HAMMOND
Agenda Item:	Consider **Ordinance No. 1684:** An Ordinance Authorizing Mayor Hodson to Enter into an Interim City Administrator Employment Agreement between the City of Canby and Randy Ealy. (*First Reading*)
Goal:	N/A
Objective:	N/A

Summary

Enclosed is the proposed employment agreement, Interim City Administrator. This employment agreement, if authorized, will be effective upon execution until June 30, 2028. The contract also includes updates on benefits, medical coverage, and performance. Because the Interim City Administrator is currently employed under an employment agreement, execution of this proposed employment agreement will have the effect of terminating the current employment agreement.

Background

Mr. Ealy was hired on June 23, 2025, as Canby's Interim City Administrator. The City Council (led by Councilor Jim Davis) has entered into discussions with the Interim City Administrator, HR Director Pete Wood and city legal Counsel Emily Guimont in proposing the Interim City Administrator with an extension through June 30, 2028. HR Director Wood will present City Council with an update and review of the proposed language contained in the Interim City Administrator contract extension during the regular City Council on September 2, 2026.

Discussion

Key Points of Contract: Term of the contract is from effective immediately until June 30, 2028.

No changes to Interim City Administrator duties. The City Council and Interim City Administrator will conduct six-month discussions to review performance.

Based on comparables of similar sized cities, employee compensation is proposed at an annual salary of $198,000. The City agrees to provide medical coverage, at the same level as other City of Canby non-represented, exempt management employees. The City covers ninety percent of the monthly premium payment. The City agrees to continue contributions into the Public Employee's Retirement System and provided the employee with a deferred compensation rate of 5%.

No change to the Separation language: The employee may resign with thirty (30) calendar days' notice. The City may terminate employment without cause by providing thirty (30) calendar days' notice or may terminate for cause, as defined in contract. In the event the City terminates the contract, the employee shall receive severance equal to three (3) months' salary payable in a lump sum within ten (10) days.

Leave: Upon execution of contract, the employee is credited with forty (40) hours of vacation and continues to earn an annual rate of 55 hours of paid administrative leave, The Interim City Administrator receives a vacation and sick leave benefits equivalent other City of Canby non-represented, exempt management employees.

Options

1. Approve Ordinance No. 1684 and authorize Mayor Hodson to execute an employment agreement with Randy Ealy.
2. Do not Approve Ordinance No. 1684 and do not authorize Mayor Hodson to execute an employment agreement with Randy Ealy.

Attachments

1. Ordinance No. 1684
2. Employment Contract with Randy Ealy

Recommendation

Staff recommends Council approve Ordinance No. 1684.

Proposed Motion

"I move to approve **Ordinance No. 1684:** An Ordinance Authorizing Mayor Hodson to Enter into an Interim City Administrator Employment Agreement between the City of Canby and Randy Ealy to a second reading on September 16, 2026."

ORDINANCE NO. 1684

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED EMPLOYMENT CONTRACT WITH THE INTERIM CITY ADMINISTRATOR

WHEREAS, the City of Canby has employed Randy Ealy as Interim City Administrator since June 23, 2025;

WHEREAS, Randy Ealy has been and continues to be in good standing with the City of Canby in his Interim role;

WHEREAS, Randy Ealy wants to continue filling the Interim City Administrator role until the position is permanently filled; and

WHEREAS, the City of Canby would like Randy Ealy to continue in his role as Interim.

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

Section 1. Mayor Hodson is hereby authorized to execute the Interim City Administrator Employment Agreement, attached to this Ordinance as Exhibit A, on behalf of the City.

Section 2. This Ordinance shall take effect on the 16th day of October, 2026.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, September 2, 2026, ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, September 16, 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 second and final reading by the Canby City Council at a regular meeting thereof on the 16th of September, 2026 by the following vote:

YEAS_______________ NAYS_______________

____

Brian Hodson
Mayor

ATTEST:

____

Maya Benham, CMC
City Recorder

INTERIM CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS INTERIM CITY ADMINISTRATOR EMPLOYMENT AGREEMENT (“Agreement”) is entered between the City of Canby, an Oregon municipal corporation (“City”) and Randy Ealy (“Employee”) to establish Employee’s terms and conditions of employment as Interim City Administrator of City.

WHEREAS, the City Council has determined that it is in the public interest to appoint Employee to serve the City and community in this role, and that Employee is uniquely qualified and prepared based on his career service in local government administration, and

WHEREAS, Employee is willing to serve City in the capacity of Interim City Administrator,

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties mutually agree as follows.

TERMS OF AGREEMENT:

SECTION 1. EMPLOYMENT, DUTIES, AUTHORITY, AND CODE OF ETHICS

City agrees to employ Employee as Interim City Administrator. Employee agrees to serve as Interim City Administrator and to be responsible for all administrative actions of the City, exercising the authority given to him by state law, the City Charter and Municipal Code, and as otherwise delegated by the City Council to the City Administrator.

SECTION 2. TERM AND REVOCATION

A. The term of this Agreement shall be effective immediately upon its execution through June 30, 2028, or upon termination in accordance with this Agreement.

B. The parties’ execution of this Agreement shall serve as the parties’ mutual agreement to terminate the Interim City Administrator Contract between the parties, dated May 15, 2026 (“Previous Contract”). Termination of the Previous Contract is effective immediately upon execution of this Agreement. Termination of the Previous Contract shall not obligate the City to pay severance to Employee under Section 5.3 of the Previous Contract.

SECTION 3. BASE SALARY

A. City agrees to pay Employee for services rendered as Interim City Administrator an annual base salary of $198,000, payable at the same intervals and on the same dates as other City of Canby non-represented, exempt management employees are paid. City may deduct from pay such amounts as are required or permitted by law to be deducted from pay.

B. At its discretion, the City Council may review and adjust salary and benefits at any time.

C. City agrees to provide Employee with the Cost of Living (COLA) increases as provided to other City of Canby non-represented, exempt management employees

SECTION 4. HEALTH INSURANCE AND RETIREMENT CONTRIBUTIONS

A. City agrees to provide coverage and to make required premium payments for Employee for comprehensive medical and dental insurance, long-term disability insurance, and life insurance on the same basis as provided to other City of Canby non-represented, exempt management employees.

B. City agrees to contribute into the Public Employee's Retirement System, on Employee's behalf, an amount equal to that same percentage of salary as provided to other City of Canby non-represented, exempt management employees.

C. City will provide Employee with deferred compensation at a rate of 5%. Employee is responsible for establishing a 457(b) account with one of the City's approved and participating vendors. Employee may elect to contribute up to the annual limit and catch-up provision set by the IRS.

SECTION 5. VACATION, SICK LEAVE, OTHER LEAVE AND HOLIDAYS

A. Employee shall be credited with a lump sum of forty (40) hours of vacation upon the effective date of this Agreement and shall accrue vacation at the same rate as provided to other City of Canby non-represented, exempt management employees.

B. Employee shall be entitled to earn and accrue sick leave benefits on the same terms as other City of Canby non-represented, exempt management employees. Upon retirement under the City's retirement plan, Employee shall be compensated for fifty percent (50%) of the accumulated but unused sick leave. The number of hours of sick leave for which compensation is provided shall not exceed 500 hours.

C. The City will allow Employee to take protected leave (FMLA, OFLA, PLO) in accordance with State and Federal law. Employee shall utilize all accrued paid leave in excess of sixty (60) hours prior to taking unpaid leave.

D. City agrees to provide Employee with the same holidays and paid leave benefits as provided to other City of Canby non-represented, exempt management employees.

E. City will provide Workers Compensation insurance in accordance with the same terms as provided to other City of Canby non-represented, exempt management employees.

SECTION 6. HRA/VEBA

City agrees to provide Employee with the same HRA/VEBA benefits as provided to other City of Canby non-represented, exempt management employees.

SECTION 7. DUES AND SUBSCRIPTIONS. PROEESSIONAL DEVELOPMENT, LOCAL CIVIC CLUBS, OUTSIDE ACTIVITIES AND GENERAL EXPENSES

A. City agrees to pay for the professional dues and subscriptions necessary for the Employee's membership in national, regional, state, and local associations and organizations necessary for Employee's continued professional development.

B. City encourages the professional growth and development of Employee and acknowledges that participation in professional conventions, short courses, seminars, and conferences can contribute to professional growth and development. City shall permit a reasonable amount of time for Employee to attend.

C. Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer will pay for two (2) membership fees and/or dues to enable Employee to become an active member in local service or civic clubs.

SECTION 8. VEHICLE/CELL PHONE/PUBLIC RECORDS

A. Employee shall have the use of an automobile provided by City to be used for City-related business only, at City's expense. The City of Canby refers to GSA rules and rates for business travel.

B. Due to the nature of this position, Employee is required to maintain use of a cell phone, laptop or tablet computer, City email account, remote VPN access to the City's computer services and access to databases and City financial systems for business purposes.

C. Employee further agrees to maintain public records and cooperate with City in producing such records in the event of an applicable public records request of whether this Agreement is in effect or has terminated for any reason.

SECTION 10. HOURS OF WORK

A. Employee is expected to be present at City Hall during the City's normal business hours during the workweek, unless otherwise attending meetings on behalf of the City at alternate locations. He will attend all work sessions, regular meetings, and other meetings as requested by the Council.

B. Employee shall provide reasonable written notice to the City Council when Employee anticipates an absence from the City for three or more business days.

SECTION 11. COUNCIL GOALS

A. The City Council and Employee shall define such mutual City goals and Employee performance objectives which they determine necessary for the proper operation of the City and attainment of the City Council's policy objectives. The parties shall further establish a relative priority among those goals and objectives. The goals and objectives will be reduced to writing by the Employee upon approval by the City Council. Employee will provide a quarterly report on progress toward addressing the goals and objectives as requested by City Council. The City Council and Employee shall meet at least once per year to define and modify the goals and objectives.

SECTION 12. PERFORMANCE EVALUATION

A. The City Council shall conduct a performance evaluation after six (6) months of employment under this Agreement and at one (1) year of employment under this Agreement which may include a facilitator knowledgeable in local government administration, at Employee's request. Thereafter, performance evaluations shall be conducted annually, with or without a facilitator. The cost of the facilitator will be paid by the City.

B. The parties agree that the performance evaluation process defined herein is designed to ensure that the parties regularly communicate effectively on matters which relate to the conduct of City business. It is understood by the parties that any determination by the City Council that the Employee has met or exceeded expectations does not bar, in any way, the City's right not to renew this Agreement or to terminate pursuant to Section 13.

SECTION 13. SEPARATION FROM EMPLOYMENT

A. Resignation. Employee may terminate this Agreement at any time by providing a minimum of 30 calendar day's written notice of Employee's voluntary resignation.

B. Termination Without Cause. It is understood that Employee works at-will and that this Agreement may be terminated by the City at any time without cause. City or Employee may terminate this Agreement for any reason by providing to the other at least 30 calendar days' written notice of the intent to terminate.

C. Termination for Cause. City may terminate this Agreement immediately if:

1. Employee fails or refuses to comply with the written policies, standards, and regulations of the City that are now in existence or that may, from time to time be established;

2. The City has reasonable cause to believe Employee has committed fraud, misappropriated City funds, goods or services to either his own or some other private third party's benefit and/or other act(s) or misconduct which the City Council believes is/are detrimental to the City and/or its interests;

3. Employee is unable to perform his job functions; or

4. Employee is not bondable at normal rates.

D. Termination for Cause Process. However, before any final decision is made to terminate Employee for cause under Section 13.C, Employee shall be given prior written notice of the allegations against him and an opportunity to respond in person or in writing to such allegations. Termination Compensation as referenced under Section 13.E will not be paid if Employee is terminated under this subsection.

E. Termination Compensation. In the event of termination of Employee's employment by the City pursuant to Section 13.B. Employee shall receive three (3) months' salary and COBRA continuation coverage as severance compensation, provided Employee signs a full and final release of all claims, known or unknown, arising out of his employment or termination from employment, as a condition precedent to receiving severance compensation. Severance shall be paid in one lump sum within ten (10) business days of the effective date of separation and receipt of signed release of all claims.

F. Accrued Vacation and Administrative Time-Off Upon Termination. Termination or resignation in good standing as provided in Section 13.A or Section 13.B. shall entitle Employee to a lump sum payment equivalent to all accrued vacation and administrative time-off benefits.

SECTION 14. INDEMNIFICATION

City agrees to defend, hold harmless, and indemnify Employee from all demands, claims, suits, actions, and legal proceedings brought against Employee in Employee's individual capacity, or in his official capacity as agent and employee of the City, as to any actions of Employee within the scope of his employment.

SECTION 15. WAIVER OF BREACH

Waiver by the City or Employee of any breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or a waiver of this Agreement.

SECTION 16. BONDING

City shall bear the cost of any fidelity or other bonds required of Employee as required by the City Charter, or by any law or ordinance.

SECTION 17. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The parties may, from time-to-time, agree to modify the terms of this Agreement, provided that the amendment is reduced to writing, and signed by both parties.

B. All provisions of the City Charter, Municipal Code, policies, regulations, rules of the City relating to holidays, and other fringe benefits and working conditions, as they now exist or hereafter may be amended, also shall apply to Employee as they would to other City of Canby non-represented, exempt management employees, in addition to the benefits provided in this Agreement and as except as otherwise modified by this Agreement. In the event of a discrepancy between the City's generally applicable standards or policies and a provision of this Agreement, this Agreement shall control.

SECTION 18. SEVERABILITY

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, it shall be severed from this Agreement. The remainder of this Agreement shall not be affected and shall remain in full force and effect.

SECTION 19. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, by certified mail, postage prepaid, addressed as follows:

City: City Council
Attn: Human Resources Director
City of Canby
222 NE 2nd Avenue
Canby, Oregon 97013

Employee: Randy Ealy
[redacted]

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. City and Employee may modify the addresses for such notices provided such modification is given in writing under the provisions of this section.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement voluntarily and upon proper authority, in duplicate, on this ________ day of ___________________, 2026.

CITY OF CANBY	EMPLOYEE
______________________________	______________________________
Brian Hodson Mayor	Randy Ealy Interim City Administrator
Date: ______________________	Date: ______________________

Regional Infrastructure Fund Grant Application

Canby Wastewater Treatment Plant UV Disinfection Capacity Expansion Project

8/28/2026

Dear Regional Infrastructure Fund Review Committee:

The ***City of Canby*** is pleased to submit this request for Regional Infrastructure Fund assistance for the ***Canby Wastewater Treatment Plant UV Disinfection Capacity Expansion Project***. The City is committed to moving forward with this critical infrastructure improvement and is seeking funding assistance to help offset the total project cost of $1,952,618.02.

This project is a proactive investment in critical wastewater infrastructure that will increase treatment capacity, improve reliability and resiliency, and help ensure that Canby's wastewater system can support future community growth.

Need for this Project

The City of Canby has a robust and well-maintained wastewater collection system that helps minimize the effects of storm events on flows entering the wastewater treatment plant. However, recent atmospheric river events have demonstrated the increasing challenges associated with extreme wet-weather conditions.

During these events, flows at the wastewater treatment plant have pushed the existing disinfection system toward the upper limits of its approximately **5.6 million gallons per day (MGD) flow design**.

While the existing system continues to serve the community, these high-flow events have demonstrated that disinfection capacity can become a limiting factor during periods of unusually high wastewater flows.

The City recognizes that it is more responsible and cost-effective to address this limitation before it becomes a critical problem. At the same time, Canby continues to experience growth and anticipates additional residential, commercial, and economic development in the future.

The proposed project will allow the City to address both current and future needs through a planned expansion of a critical treatment process.

Proposed Project

The project will expand and modernize the City's existing UV disinfection system.

Two existing abandoned UV channels will be **refurbished and modified** to accommodate a new **TrojanUV3000Plus (2022, Generation 3)** UV system. A **third UV channel will be constructed** to provide additional capacity and redundancy.

The completed system will consist of **three open-channel UV disinfection systems** integrated with the treatment plant's existing **SCADA and PLC controls**.

The project is expected to increase UV disinfection capacity from approximately **6 MGD to approximately 7.2 MGD**.

This increased capacity will allow the treatment plant to operate effectively across a wider range of flows and provide additional flexibility during periods of high wet-weather flow.

Planning for the Future

One of the City's primary goals for this project is to ensure that wastewater infrastructure keeps pace with future community growth.

Wastewater treatment capacity is essential to supporting residential development, commercial activity, and economic investment. As Canby grows, the City must ensure that its infrastructure has sufficient capacity to support that growth.

The UV project is more than an equipment improvement. It is a **long-term capacity investment**.

The project will help ensure that wastewater treatment infrastructure remains capable of supporting the community well into the future.

Improved Reliability and Resilience

The project will also improve the reliability and resiliency of the wastewater treatment plant.

The addition of a third UV channel will provide increased operational flexibility and redundancy. Multiple channels will allow operators to better manage changing flows and provide greater flexibility during maintenance, equipment outages, or periods of high flow.

This is particularly important for a municipal wastewater treatment facility, where reliable disinfection is essential to protecting public health and the environment.

The project will also provide improved control and monitoring through integration with the plant's existing SCADA and PLC systems. This will allow operators to better monitor system performance and respond to changing operating conditions.

The City of Canby has designed the project to make efficient use of existing infrastructure.

Two existing abandoned UV channels will be refurbished and modified rather than constructing an entirely new UV facility. This approach allows the City to reuse existing infrastructure while adding a new third channel where additional capacity and redundancy are needed.

The project combines **infrastructure reuse with targeted new construction** maximizing the value of previous public investment while providing the additional capacity necessary for the City's future.

Regional and Economic Benefits

Reliable wastewater infrastructure is fundamental to a community's ability to grow and support economic development.

Adequate treatment capacity helps ensure that wastewater infrastructure does not become a barrier to future residential, commercial, or industrial development. By increasing treatment capacity now, Canby will be better positioned to accommodate future growth while continuing to provide reliable wastewater treatment.

The project will also strengthen the City's ability to manage extreme wet-weather events and changing flow conditions.

The combined benefits of **increased capacity, improved resiliency, operational redundancy, and support for future growth** make this an important long-term infrastructure investment for the City of Canby.

The completed project will provide the City with:

- Increased UV disinfection capacity from approximately **6 MGD to 7.2 MGD**.
- Three UV disinfection channels, providing increased operational flexibility and redundancy.
- Improved ability to manage high wet-weather flows.
- Greater capacity to support future residential and economic growth.
- Improved system monitoring and control through SCADA and PLC integration.
- Reuse of two existing UV channels, maximizing existing infrastructure investment.
- A more reliable and resilient wastewater treatment system for the long-term benefit of the Canby community.

Project Readiness and Funding

The City has identified the UV Disinfection Capacity Expansion Project as a priority infrastructure improvement and is prepared to move forward with the project within the required funding timeframe.

RIF funding would allow the City of Canby to advance this important infrastructure improvement while preserving local resources for other necessary community infrastructure projects.

Conclusion

The City of Canby's UV Disinfection Capacity Expansion Project is an investment in the community's future.

Recent extreme wet-weather events have demonstrated that existing disinfection capacity can approach its limits during periods of high flow. At the same time, Canby is planning for continued community growth and the resulting increase in wastewater treatment needs.

The City is taking a proactive approach by expanding capacity **before existing limitations become a barrier to growth or system reliability**.

The project will increase UV disinfection capacity to approximately **7.2 MGD**, provide a third treatment channel for additional redundancy, modernize system controls, and make beneficial use of existing infrastructure.

Most importantly, the project will provide Canby with the wastewater treatment capacity and flexibility needed to support the community **not only today, but well into the future**.

The City of Canby respectfully requests consideration of this project for Regional Infrastructure Fund assistance. Thank you for your consideration and for supporting investments that strengthen Oregon communities and their critical infrastructure.

Sincerely,

Patrick Mahoney

Wastewater Treatment Plant Supervisor
City of Canby
(503)592-7432

mahoneyp@canbyoregon.gov

Region	*Statewide Priority*	*Statewide Priority*	*Statewide Priority*	*Regional Priority*	*Regional Priority*	*Regional Priority*
Central	**Housing Production** - Mobilize resources and incentive tools to produce housing units that correspond to income - Build a housing continuum: homelessness to homeownership - Align service provider network to support continuum of housing needs	**Infrastructure** - Power availability: Support new generation and transmission and support exploration of opportunities to reduce the region's carbon footprint and create locally-generated power. - Right-size water and wastewater infrastructure to accommodate growth and ensure sustainable maintenance and improvements. - Maintain existing transportation infrastructure and explore regional/local funding and partnership options to improve mobility and safety. - Continue to address rural community broadband gaps.	**Community Resilience** - Promote equitable access to comprehensive health care, including mental health and substance use services. - Support proactive forest health, wildfire prevention, and public education efforts to reduce wildfire risk. - Water availability: Collaborate on critical water allocation and management issues in the Deschutes Basin. - Homelessness to Housing: Build and sustain a coordinated regional continuum of services that reduces homelessness. - Ensure capacity and viability of essential service providers	**Human Resilience** - Workforce Development: Build a robust ecosystem for workforce development, including multiple and diverse career pathways in urban and rural areas, ensuring equitable access. Align resources to key industry needs. - Strengthen regional connectivity by modernizing and diversifying transit services across cities and communities. - Explore opportunities for coordination across agricultural organizations, producers and businesses to improve regional food security. - Ensure reliable access to affordable, high-quality childcare, emphasizing efforts to serve rural and low-income families and to provide infant care.	**Economic Resilience** - Support industry diversification - track trends in key industry sectors and mobilize existing business support systems. - Promote innovation and entrepreneurship - Assess regional power availability and promote solutions to resolve capacity constraints. - Support the development of an inventory of industrial sites greater than 50 acres.	**Natural Environment/Resilience** - Mitigate wildfire suppression costs through market-based solutions and fuels reduction. - Support healthy forests as a key ecological, recreation, and tourism asset. - Support emergency/disaster preparedness – coordination, planning, training, services, and accessibility. - Mitigate natural disaster impacts to critical infrastructure.
Greater Eastern	**Housing Production** - Middle market housing - Workforce development for housing - Reciprocity for trades	**Infrastructure** - Water infrastructure - Industrial symbiosis - Broadband - Transit	**Community Resilience** - Rural downtown revitalization - Food security - Access to healthcare	**Energy Security** - getting all counties to apply for grant funding to develop a county energy plan - Helping small cities in coordination with GEODC to get education and outreach on funding opportunities for energy resilience - Look to identify communities that might benefit from alternative energy or energy resilience opportunities	**Childcare** - Sustainability of childcare centers and businesses - Encouraging counties to develop a local foundation to create an endowment to keep childcare businesses successful - Look at workforce programs to help create high school students as interns in childcare businesses - Support the childcare business accelerator program - Ask counties if they can earmark funds for childcare priorities - Small business grant program through chambers	

Metro	**Housing Production** - Promote transit-oriented development - Increase production of safe, responsive housing	**Infrastructure** - Active transportation safety - Improve water and wastewater capacity	**Community Resilience** - Disaster preparedness - Local, clean energy for increased resilience - Foster business connection, collaboration and information flow among businesses of all sizes	**Small Business Development** - Support mentorship opportunities for small businesses - Improve recession and tariff resilience	**Workforce Issues** - Holistically support workforce training tied to regional employment need - Increase quantity and quality in the behavioral health workforce - Improve the pipeline into the trades - Improve pipeline into and retention of childcare workforce	
Mid-Valley	**Housing Production** - Workforce Housing Development	**Infrastructure** - Water, Wastewater, and Transportation System Capacity Building	**Community Resilience** - Wildfire Prevention and Recovery	**Economic Vitality** - Workforce, Entrepreneurship and Business Development	**Natural Resource Stewardship** - Responsible Stewardship of Natural Resources	**Waste Management** - Longterm Solid Waste Management
Northeast	**Housing Production** - Middle market housing - Workforce development for housing	**Infrastructure** - Industrial and commercial land availability and development - Resilience and impact on infrastructure - Supply chain challenges	**Community Resilience** - Shared services - Food security - Non-profit sector business development - Energy resilience	**Workforce Development** - A focus on getting individuals prepared to be employees - Encouraging more flexibility for employees - Supporting EOU's grant funding for workforce readiness - Longterm investment in education and programs for soft skills within high schools	**Stewardship Economy** - Regional food and fiber communities - Economy shaped by the need, and responsibility to, manage for the sustainability of land and communities - Highlighting the success of the Rural Engagement and Vitality Center - A value stream map of supply chains in the region - Encouraging study of supply chain challenges - Development of an entrepreneurship center that addresses shared services for businesses within the stewardship economy	
North Central	**Housing Production** - Promote innovative solutions to housing production - Land availability and readiness	**Infrastructure** - Bridge replacement -Basic water, wastewater infrastructure -Human infrastructure, capacity, and governance	**Community Resilience** - Enhance resilience resources for Latino/Hispanic population and at-risk populations - Agriculture sector resilience - Small business resilience	**Economic Opportunity for Future Generations** - Education and workforce facilities, including childcare facilities - Economic Diversification - Support nonprofit sector - Workforce development	**Bi-State Opportunities** - Bi-state collaboration - Dalles port Airport/industrial land - Bi-state collaboration on housing	**Strengthen Regional Spirit of Collaboration** - Enhance partnerships - Strengthen local economic/community development ecosystem
North Coast	**Housing Production** - Land availability and readiness, mitigating impact of FEMA Bi-Op - Addressing infrastructure gaps - Housing workforce	**Infrastructure** - Power generation and availability - Water, wastewater, stormwater - Levee and dikes - Transportation safety	**Community Resilience** - Habitat Conservation Plan Mitigation - Resilience for vulnerable populations	**Strengthen & Diversify NW Oregon Businesses** - Secure natural resource economy - Enhance opportunities for maritime sector/blue economy - Focus on innovation and emerging industries - Workforce	**Effective Collaboration** - Continue regional partnerships - Build out regional and local capacity	

Southern	**Housing Production** - Promote innovative solutions to housing production: code amendments, community land trusts, financing options, etc. - Land availability and readiness: address limited land supply and work on readiness of available land for housing	**Infrastructure** - Broadband - Childcare - Industrial development	**Community Resilience** - Small business resilience: Strengthen sector in the face of wildfire and other hazards - Access for all & sustainable living - Energy resilience - Food security - Disaster resilience, preparedness & recovery	**Economic Diversification** - Education and workforce facilities, including childcare facilities - Economic Diversification - Educational opportunities in Rural Oregon - Support nonprofit sector - Workforce development - Behavioral Health	**Natural Resources and Agriculture** - Basic Water, water & wastewater infrastructure: continue to address significant need for updates to water and wastewater infrastructure (including septic) to support housing and employment. - Irrigation modernization - Agriculture sector resilience: Strengthen sector in the face of global market fluctuation, regulatory headwinds, and climate change.	
South Coast	**Housing Production** - Promote innovative solutions to housing production: code amendments, community land trusts, financing options, reducing red tape, UGB expansion, zoning, wildfire risk mapping, etc. - Land availability and readiness: address limited land supply and work on readiness of available land for housing. - Infrastructure needed for housing: missing middle housing	**Infrastructure** - Information access: Broadband, rural access, satellite considerations - Basic Water, water & wastewater infrastructure: address significant need for updates to water and wastewater infrastructure (including septic, sewer & stormwater) to support housing and employment - Green Infrastructure - Transportation: roads, access & egress - Port developments	**Community Resilience** - Small business resilience: Strengthen sector start-up funding, childcare business support, volatility of tourism sector - Disaster resilience, preparedness and recovery - Finding a shared vision for community	**Economic Opportunity & Growth** - Education and workforce opportunities: technical assistance, capacity building - Economic Diversification: support regional efforts for economic diversification, including regional innovation initiatives - Support nonprofit sector - Workforce development - Future generational support: long term business survival and development	**Child Care** - Childcare facilities: regional childcare projects, support facility efforts. - Funding model & policies: explore cooperative models, best practices - Increasing childcare slots - Pre-K initiative: rural opportunities for access to all	**Natural Resources** - Stewardship & Management

South Central	**Housing Production** - Develop a diverse, attainable housing inventory to meet market demand -Develop capacity in the building trades in partnership with all relevant stakeholders - Leverage innovative building techniques (modular homes & modular mass timber)	**Infrastructure** - Increase power availability for local economic development and community needs: generation, transmission/distribution, capacity, and resiliency - Address high costs and support investments to develop and maintain/ improve water and wastewater facilities - Expand broadband/fiber access and broadband redundancy. - Improve safety on identified high-risk sections of state highways and consider investments in alternative routes. - Improve parks and recreation services and infrastructure across the region	**Community Resilience** - Support and encourage healthcare providers for rural Oregon. Support increased capacity and depth of knowledge in healthcare, e.g., attract and retain specialists - Nonprofit sector development – improve organizational capacity and coordination/ collaboration - Address demographic reality in rural communities; create elderly and disabled-friendly communities - Support local partners to build new and unique programs to meet the specific local community needs for mental health and substance abuse issues. - Increase availability and access to quality childcare - Harness economic development to increase tax base to meet community needs.	**Economic Growth** - Restore quality commercial air services - Improve provision of and access to business support services - Explore creative options to reduce the cost of making industrial land shovel-ready (e.g. infrastructure provision, etc.) - Increase economic diversity (industrial, manufacturing, tourism, entrepreneurship & innovation)	**Natural Resources** - Sustainable natural resource conservation and utilization - Wildfire prevention and recovery - Market our unparalleled outdoor resources to attract tourism. Mitigate cultural and physical impacts of over-tourism. - Manage our local natural resources to provide benefits for our community. - Water security for irrigation districts	**Career Pathway Ecosystem** - Provide career pathways to help recruit, retain and develop people, skills and talent in our communities
South Valley/Mid-Coast	**Housing Production** - Land availability & readiness - Innovative housing production models - Rural access to state housing programs and technical assistance - Public-private partnerships in workforce housing	**Infrastructure** - Upgrade aging water, wastewater and other critical infrastructure - Infrastructure regionalization - Infrastructure services in rural unincorporated communities	**Community Resilience** - 2020 wildfire recovery - Support for business and non-profits during and after disasters - Increase coordination and capacity to improve resilience (human capital) - Preparedness and resilience of the built-environment	**Thriving Business Environment** - Support existing business community - Industrial land availability and readiness - Innovation and commercialization of new technology - Leverage federal investments in economic development initiatives	**Accessible and Affordable Child Care** - Increase the number and diversity of child care facilities - Public, private, and non-profit partnerships - Address land use barriers limiting expansion of child care facilities - Co-location of child care facilities with housing and employment	

CITY COUNCIL Staff Report

Meeting Date: 9/2/2025

To:	The Honorable Mayor Hodson & City Council
Thru:	Randy Ealy, Interim City Administrator
From:	Choose an item.
Agenda Item:	League of Oregon Cities 2027-28 Legislative Priorities
Goal:	Service to Canby's 2025-2027 City Council Goals & Objectives
Objective:	Support Municipal Home Rule Authority through Legislative Rulemaking

Summary

It is that time of year where the League of Oregon Cities (LOC) is surveying its' members to determine topline Legislative Strategies for the upcoming 2027 Legislative Session beginning in February of 2027

Your Interim City Administrator will have staff feedback for your consideration prior to the September 2 City Council meeting.

Discussion

Mayor Hodson and Council President Hensley, as per Canby tradition, will facilitate a Council conversation on September 2 where they will present approximately 10 of the LOC draft priorities so that we can come to a "**Top 5**" legislative priority list as the City of Canby. Ultimately, the LOC Board will meet at their Annual LOC meeting in October and formally adopt a set of priorities based on the ranking process submitted by member cities. The deadline to submit is 5:00pm on September 25, 2026.

Attachments

Twenty-page document for the LOC entitles "2027-28 LOC Legislative Priorities."

Recommendation

Staff recommends that the Mayor & Council determine a "**Top 5**" list of legislative priorities that are to be submitted for consideration by the LOC Board during their Annual October Board meeting.

Proposed Motion

"I move to adopt the "**City of Canby Top 5 Legislative Priority List**" as determined by the Mayor and City Council of Canby, Oregon on September 2, 2026, during a regularly scheduled Council meeting."

2026 Member Voter Guide

2027-28 LOC Legislative Priorities

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2026 Member Voter Guide

Background: The LOC policy committees are the foundation of the League's policy development process. Each even-numbered year, the LOC appoints city officials to serve on these committees. They receive informational briefings, analyze policy and technical issues, and ultimately recommend positions and strategies for the upcoming two-year legislative cycle. We want to acknowledge officials that dedicated their time and expertise to develop the priorities – *thank you* for supporting the LOC in crafting a strong agenda to support our legislative work.

This year, seven committees identified 27 legislative policy priorities to advance to the full membership and LOC Board of Directors. It's important to understand that the issues that do not rise to the top based on member ranking are not diminished with respect to their value to the policy committee or the LOC's advocacy. These issues will still be key components of the LOC's legislative portfolio for the next two years.

Ballot/Voting Process: Each city is asked to review the recommendations from the each of the policy committees and provide input to the LOC Board of Directors, which will formally adopt the LOC's 2027-28 legislative agenda. While each city may have a different process when evaluating the issues, it's important for cities to engage with their mayor and entire council to ensure the issues are evaluated and become a shared set of priorities. During its October meeting, the LOC Board will formally adopt a set of priorities based on the ranking process through the survey and their evaluation.

Each city is permitted **one** ballot submission. **Once your city has reviewed the proposed legislative priorities, please complete the electronic ballot to indicate the top five (5) issues that your city would like the LOC to focus on during the 2027-28 legislative cycle**. The lead administrative staff member (city manager, city recorder, etc.) will be provided with a link to the electronic ballot. If your city did not receive a ballot link or needs an alternative way to vote, please reach out to Meghyn Fahndrich at mfahndrich@orcities.org and Nicole Stingh at nstingh@orcities.org.

Important Deadline: The deadline for submitting your city's vote is **5 p.m. on Friday, September 25, 2026.**

Broadband, Cybersecurity, Artificial Intelligence (AI), and Telecommunications Committee

LOC Contact: Greg Miller, gmiller@orcities.org

PROMOTE THE EQUITABLE DEVELOPMENT OF SUSTAINABLE TELECOM INFRASTRUCTURE

RECOMMENDATION: The LOC recognizes and has prioritized broadband access, and telecom infrastructure more broadly, as an "essential service" and will advocate for affordable, safe, reliable, high-speed infrastructure development and access in every city. This includes but is not limited to: supporting expansion of service options for municipalities; increasing rural cellular infrastructure; and maintaining open access to networks that provide choice to community members.

Background: Advancements in telecommunications technology have ushered in unprecedent investments in infrastructure development aimed at providing broadband access and other communication modalities to all. Deploying infrastructure in Oregon must be done equitably across the state's diverse landscape and focus on addressing current coverage gaps as well as statewide infrastructure that serves all.

MAINTAIN LOCAL CONTROL OF A SAFE, MODERN RIGHT OF WAY

RECOMMENDATION: The LOC will oppose any legislation seeking to preempt local control of municipal rights-of-way (ROW). The LOC will also support legislation aimed at codifying home rule management of the local ROW and the revenue derived from use of the ROW, while encouraging ROW users to timely upgrade and replace their infrastructure lost to natural disaster.

Background: Home rule authority and local ROW management allow local governments to safely manage ROW issues that arise after work is complete, and when the ROW work-related permit may no longer be in effect. It ensures that utilities installing facilities in the ROW have financial protections like insurance in place, which help protect the public using the ROW and other entities whose infrastructure may be damaged during utility work. It ensures that local taxpayers will not have to pay costs associated with utilities' use of the ROW. It also ensures accountability through a variety of enforcement mechanisms.

SUPPORT EQUITABLE ACCESS TO TECHNOLOGY

RECOMMENDATION: The LOC will support policies such as the Oregon Lifeline Program to ensure digital inclusion. The LOC will also continue to monitor implementation of the

U.S. Department of Justice's website accessibility rule implementation and support municipal resource opportunities for accessibility. Finally, the LOC will support funding for programs that increase digital skills, equity, and adoption.

Background: All individuals regardless of physical, financial, or any other barrier have a right to access advancements in telecom technology.

SUPPORT RESPONSIBLE MUNICIPAL USE OF TECHNOLOGY

RECOMMENDATION: The LOC will support legislation that acknowledges forward-thinking regulations, taking into account the rapid evolution of telecom systems. The LOC may also support agency policy options that include municipal telecom resilience and concepts such as municipal AI assessments, and an "AI Sandbox" to further understanding of AI risks and other technological advancements in a controlled environment. In this work, the LOC will work to prevent unfunded mandates.

Background: Advancements in technology, including but not limited to AI, have demonstrated operational efficiencies, yet those come with risks if not implemented correctly and used safely. The LOC is cautiously optimistic about the use of AI and other tools that increase service and operational efficiency, but recognizes that some regulation may be necessary to define appropriate municipal uses and foster an atmosphere of responsibility and data safety.

SUPPORT MUNICIPAL CYBERSECURITY PROFICIENCY

RECOMMENDATION: The LOC opposes unfunded mandates and will advocate for technical support and funding to give all cities access to innovative technology, enhanced state programs, cybersecurity notification resources and assistance protecting critical infrastructure and data during cyber-attacks.

Background: Cybercriminals target municipalities as vulnerable systems holding valuable personal data and financial records. Historical underfunding of cybersecurity, antiquated system architecture, and lack of cybersecurity training contribute to the increasing trend in municipal cyberattacks. Cyberattacks can impact services with dire consequences for residents. Hackers typically look for the easiest entry path, and local governments often lack the resources to respond.

General Government Committee

LOC Contact: Charlie Conrad, cconrad@orcities.org

ADMINISTRATIVE PROCEDURES ACT REFORM

RECOMMENDATION: The LOC will advocate for the comprehensive modernization of the Oregon Administrative Procedures Act (APA) to restore regulatory transparency, strict alignment with legislative intent, and meaningful public accountability across all state agencies. This advocacy should include:

- Standardizing the rulemaking process across all state agencies to eliminate regulatory fragmentation;
- Strengthening public and expert participation in all rulemaking and workgroup processes;
- Establishing independent oversight and auditing of fiscal impact statements;
- Limiting and restricting the use of emergency rulemaking to actual crises; and
- Reforming judicial deference standards to ensure state agencies remain answerable to elected leaders and voters.

Background: Established in 1971, the Oregon APA is the legal framework that dictates how state agencies create regulations. However, the system has not seen a major update in decades, resulting in an unpredictable regulatory environment. Because there is no single standard for all agencies, different departments often pass conflicting rules that make compliance incredibly difficult for organizations on the ground. Furthermore, many key agencies report to independent boards rather than the governor, which creates an accountability vacuum. Recent state court decisions have compounded the issue by granting agencies broad leeway, ruling that their regulations do not strictly have to align with the original legislative intent.

This regulatory breakdown directly impacts local governments. When uncoordinated state agencies issue overlapping or conflicting rules, cities are left trapped in the middle—forced to navigate a maze of contradictory mandates that drain municipal staff time and stretch city budgets. Furthermore, because recent court rulings have stripped away traditional checks on administrative reach, cities have lost the ability to challenge flawed, 'one-size-fits-all' state regulations that ignore local realities. This loss of local control and financial stability necessitates reform. Protecting municipal home rule, ensuring local voices are actually heard during the rulemaking process, and restoring a sense of predictability and fairness to how state policies are implemented on the ground is necessary.

PUBLIC MEETINGS LAW CLARITY

RECOMMENDATION: The LOC will advocate for a comprehensive statutory reset of the Oregon Public Meetings Law to restore operational functionality and practicality for local governments while protecting public transparency. This priority includes the following provisions:

- Establishing an Intentionality Requirement: Limit serial meeting violations strictly to actions taken "knowingly and intentionally" to protect volunteer elected officials from penalties for good-faith, inadvertent errors.
- Streamlining Complaint Enforcement: Authorize the Oregon Government Ethics Commission (OGEC) to immediately dismiss incomplete, trivial, or bad-faith complaints.
- Holding the Right Entity Accountable: Shift personal liability for purely administrative errors—such as delayed meeting notices—away from individual elected officials and onto the public body as an institution.
- Expanding the "Cure" Process: Provide flexible, accessible avenues for local governments to address and correct procedural complaints, including decision rescission or public acknowledgement with a corrective action plan.
- Right-Sizing Training Requirements: Reform mandatory compliance training to occur once per elected term rather than annually, while allowing incoming officials to complete the requirement prior to being sworn in.

Background: Oregon's Public Meetings Law prohibits local elected officials from deliberating in private, a rule that includes a ban on "serial meetings," where separate, smaller discussions are held over time that may add up to a quorum. Recent Oregon Government Ethics Commission (OGEC) rules and training on this topic have created widespread confusion, leaving public officials deeply uncertain about how they can communicate with each other, their residents, or the media. A diverse work group of local leaders and legislators spent months negotiating a bipartisan fix during the 2026 legislative session, but Governor Kotek ultimately vetoed the bill, calling for stakeholders to return to the drawing board for the 2027 session. Today, the interpretation of this law remains highly contentious, and ongoing discrepancies create massive structural ambiguities and political tensions, making it incredibly difficult for local leaders to effectively govern.

To make the public meetings law workable, several practical fixes are urgently needed to save taxpayer resources and provide clarity to local officials. The current system: forces volunteer leaders to face personal liability for minor staff mistakes like late meeting notices; offers no clear way for cities to self-correct simple procedural errors; and requires repetitive annual training. To keep local governments functioning, the state must shield individual officials from administrative liability, allow the OGEC's staff to quickly dismiss trivial or bad-faith complaints, create a clear path for cities to self-correct honest mistakes, and right-size compliance training to once per elected term.

Housing, Land Use, and Community Development Committee

LOC Contact: Alexandra Ring, aring@orcities.org

FUNDING AND COORDINATION FOR SHELTER AND HOMELESS RESPONSE

RECOMMENDATION: The LOC opposes cuts to the state shelter system funding and supports continued state investments in a comprehensive homeless response system to fund eviction prevention, shelter, and rehousing. These investments should include:

- Strengthening our coordinated regional homeless response;
- Funding a range of shelter types in cities across the state, including alternative shelter models, safe parking programs; and
- Funding eviction prevention, rapid rehousing, outreach, case management, staffing and administrative support, and other related services.

Background: The LOC recognizes that to end homelessness, a cross-sector coordinated approach to delivering services, housing, and programs is needed. Cities are not social service providers and largely do not have the additional revenue sources to fund new services outside their core services, amid ongoing budget cuts. Despite historic legislative investments in recent years, communities continue to struggle to support and rehouse Oregonians experiencing homelessness. In 2025, the Legislature passed HB 3644, which created the Statewide Shelter Program, a comprehensive funding program for state supported local shelters based in regional coordination. In addition to the statutory framework, the Legislature passed a funding package of $204 million to support sheltering efforts in the 2025-2027 biennium, with $102 million as the new baseline level of funding for all biennium through 2034. In a tight budget environment, the Legislature's ability and interest in continuing these investments is unclear.

As Oregon continues to face increasing rates of unsheltered homelessness, the LOC is committed to strengthening a regionally based, state-supported homeless response system to ensure all Oregonians can equitably access stable housing and maintain secure, thriving communities. Regional coordination is key to the system's success, and the state, cities, and counties must be part of the solution together.

FULL FUNDING AND STREAMLINING FOR HOUSING PRODUCTION

RECOMMENDATION: The LOC will seek opportunities to address structural barriers to production of different housing options at the regional and state level. This includes:

- Streamlining state agency programs, directives, funding metrics, and grant timelines that impact development;
- Accurate tracking of units produced on the ground, rather than units unlocked;
- Aligning state programs with local capital improvement and budget timelines; and
- Increasing connections between affordable housing resources at Oregon Housing and Community Services (OHCS) with the land use directives in the Oregon Housing Needs Analysis (OHNA) and Climate Friendly and Equitable Communities (CFEC) programs at the Oregon Department of Land Conservation and Development (DLCD).

Additionally, the LOC will advocate maintaining and increasing state investments to support the development and preservation of a range of needed housing types and affordability, including:

- Publicly supported affordable housing and related services;
- Affordable homeownership;
- Permanent supportive housing;
- Affordable modular and manufactured housing;
- Middle housing types; and
- Moderate-income workforce housing development.

Background: Recent legislation and executive orders have made significant changes to the state's land use planning process, including new housing production directives for cities and counties. And yet, housing production levels remain below our state's current needs. The state should prioritize implementation, funding, and coordination of existing programs in the 2027-2028 legislative sessions before considering any new policies, including direct funding for housing production to address the underlying economic challenges that prevent production.

LAND AVAILABILITY AND LAND USE STREAMLINING

RECOMMENDATION: The LOC supports updates and streamlining statutes to better support good land use planning and land availability for all needs. This includes:

- Refining land use statutes to provide more clarity and legal certainty for cities;
- Clarifying wetland statutes and inventories to allow efficient and orderly urbanization of land within urban growth boundaries (UGBs);
- Streamlining UGB expansion and swap processes for residential, commercial, and

industrial land;

- Improving urban reserves process and land prioritization; and
- Funding for technical assistance for code audits and updates to comply with new state statutes.

Background: Oregon's land use system has undergone substantial change over the past decade, without revisions to the underlying structure. Years of layering legislation with different requirements and new interpretations of existing law have increased regulatory complexity that cities must navigate to be compliant within Oregon's land use system. Complying with state land use laws has become expensive, time-consuming and confusing, and prevents cities from having sufficient land for all needs (housing, industrial, and commercial). This has created challenges for ensuring that communities have sufficient supplies of land for all types of development, impacting other the housing and economic development priorities of the state.

Energy and Environment Committee

LOC Contact: Greg Miller, gmiller@orcities.org

INVEST IN COMMUNITY ENERGY RESILIENCE/DISASTER PLANNING

RECOMMENDATION: The LOC will engage in efforts to provide planning resources, technical assistance and funding to cities preparing to withstand, maintain and recover their energy needs in the event of a disaster. This includes resources for energy efficiency and/or local energy generation like biomass, solar, hydro, biogas, and generators. It also includes virtual power plants, microgrids, energy storage, and other solutions that help cities and their communities increase energy resilience.

Background: Frequency and severity of natural disasters and growing regional energy shortages have demonstrated the potential to cripple Oregon communities during an emergency. Intentional disaster planning and community energy resource development can be costly, but will contribute to Oregon cities' resilience and ongoing viability during floods, seismic events, drought, wildfires, and energy brown/blackouts.

SUPPORT EXPEDITED LOCAL RENEWABLE ENERGY GENERATION

RECOMMENDATION: The LOC will continue to support traditional large renewable energy development and transmission projects while mitigating impacts on local control. To support Oregon clean/renewable energy targets and increased capacity, the LOC also supports local initiatives to develop alternative/renewable energy sources that fit the needs of each city.

Background: Recent studies of projected Pacific Northwest energy load growth in the next five years show a projected shortfall of 3GW (3,000,000kw) by 2030. That shortfall compounds by 2035. Viability of Oregon cities depends upon increased reliable energy generation.

SUPPORT INCREASED ENERGY TRANSMISSION CAPACITY

RECOMMENDATION: The LOC will explore and support initiatives that increase renewable energy transmission while mitigating impacts on local control.

Background: Large scale renewable energy is largely produced east of the Cascade divide. Maximizing current transmission and developing new capacity to make renewable energy available to all regions is an important factor in achieving equitable community energy resilience while meeting Oregon decarbonization and climate goals.

MAINTAIN AFFORDABLE ENERGY WHILE SUPPORTING GRID HARDENING AND MODERNIZATION

RECOMMENDATION: The LOC will support initiatives that balance necessary grid modernization against manageable rate increases for cities and residents.

Background: Growing and modernizing Oregon's aging electric grid is necessary. However, upgrades and increased capacity are challenging. Utilities are not insulated from recent inflation and face unprecedented increases in equipment and infrastructure costs. Customers are also seeing increased rates due to rising utility infrastructure costs and spending on wildfire mitigation.

RESOURCE PROGRAMS FOR ENERGY EFFICIENCY PLANNING AND PROJECT DEVELOPMENT

RECOMMENDATION: The LOC will support legislation that further supports Community Renewable Energy Programs, Green Bank Concepts, Home Energy Rebates, Solar and Storage Rebates, Electrification Incentives.

Background: Oregon's 241 incorporated cities are at the forefront of delivering on Oregon's climate and energy goals: building decarbonization, energy efficiency and renewable energy generation. These mandates, while important, fall largely upon local governments that are perpetually constrained financially. Continued legislative allocations to support climate/energy programs and local governments will be paramount to continue taking the incremental steps necessary to achieve the state's 2030 greenhouse gas reduction targets and 2040 emissions elimination goals.

SUPPORT ADMINISTRATIVE CAPACITY

RECOMMENDATION: The LOC will support state budgets that increase targeted agency capacity needed to adequately and efficiently provide technical assistance, permitting and resources to municipalities related to state and federal energy and climate goals. This includes fully funded and staffed local programs dedicated to implementation of state climate and decarbonization initiatives, especially those related to guidance derived from federal agencies.

Background: Looming large in the Pacific Northwest are concerns about federal energy policies and utility capabilities to meet Oregon's clean energy targets. Additional capacity at the state level will support communities that are navigating changing guidance and requirements.

Finance, Taxation, and Economic Development Committee

LOC Contact: Colette Tipper, ctipper@orcities.org

TARGETED PREVAILING WAGE CHANGES

RECOMMENDATION: The LOC will advocate for targeted changes to prevailing wage requirements that: recognize urgent needs for Oregon communities; consider the impact of inflation; and maintain the original intent of Oregon's prevailing wage law. This includes supporting reoccurring legislation to exempt publicly financed facilities aimed at addressing the housing crisis (affordable housing, shelters, day centers) and the lack of childcare, as well as efforts to address mounting infrastructure needs impacting housing and economic development. The LOC will support additional clarity around split determination issues that are impacting growth, ensuring cities can proactively prepare for growth without impacting future, private developments.

Background: Prevailing wage rates are minimum hourly rates a contractor must pay its employees under public works contracts; and while there are federal and state prevailing wage rates, the recommendation above impacts state prevailing wage laws. The wage rates vary by occupation and region, with the rates being set by the Oregon Bureau of Labor & Industries (BOLI). Oregon law requires prevailing wages to be paid on a project if it hits one of two specific triggers: the public agency trigger or the public funding trigger:

1. Public Agency Trigger - If a project meets the definition of a "public works" under ORS 2798C.800(6)(a) and the total cost of the project is $50,000 or more. Examples of qualifying projects include roads, buildings, and improvements – whether it's new construction, renovation, painting, demolition, or the removal of hazardous waste. The $50,000 threshold was set in 2005. If adjusted for inflation, the threshold would be roughly $86,000.
2. Public Funding Trigger - A project might be private, but it uses $750,000 or more of

taxpayer money. The same types of projects qualify for the public funding trigger. Note: there are very specific exceptions of public money being used that do not trigger prevailing wages (see ORS 279C.810(1)(a) and OAR 839-025-0004(11)(b)). The $750,000 threshold was set in 2007. If adjusted for inflation, the threshold would be roughly $1.2 million.

Additionally, Oregon law states that in the case of public-private partnerships, BOLI shall divide the project to separate the private and public aspects of the project. The public aspects of the project will be subject to prevailing wage, while the private aspects will not. This recently impacted developments in the Willamette Valley. Developable lots with publicly funded infrastructure should not mean that private projects automatically prevail.

ALCOHOL REVENUE MODERNIZATION

RECOMMENDATION: The LOC will advocate for alcohol tax revenue modernization that generates increased shared revenues for cities. This includes support for recommendations from the HB 3610 Task Force on Alcohol Pricing to increase beer and wine taxes while preserving the existing 34% revenue-sharing distribution to cities. This may also include legislation removing the preemption on local alcohol taxes.

Background: Cities have significant public safety costs related to alcohol consumption and must receive revenue commensurate to the cost of providing services related to alcohol. In considering an increase, the LOC will balance the economic and consumer pressures impacting breweries across the state.

Oregon is a control state and the Oregon Liquor and Cannabis Commission (OLCC, formerly known as the Oregon Liquor Control Commission) acts as the sole importer and distributor of liquor. Cities and other local governments are preempted from imposing alcohol taxes. In exchange, cities receive approximately 34% share of net state alcohol revenues. The OLCC has also imposed a 50-cent surcharge per bottle of liquor since the 2009-2011 biennium, which is directed towards the state's general fund. Oregon's beer tax has not increased since 1978 and is $2.60 per barrel, which equates to about 8.4 cents per gallon, or less than 5 cents on a six-pack. Oregon's wine tax is 67 cents per gallon and 77 cents per gallon on dessert wines. Oregon has one of the lowest beer taxes in the country (source) and the wine tax is closer to national average (source).

EMERGENCY COMMUNICATION SYSTEM RESOURCES

RECOMMENDATION: The LOC will support legislation enhancing the effectiveness of the state's emergency communications system through an increase in the 9-1-1 tax. Inflationary factors have lessened the impact of the emergency communications tax. State estimates indicate that this revenue covered 40% of dispatch center costs, but that figure is inaccurate, with some communities receiving as little as 20-25%.

Background: Oregon's 9-1-1 tax was increased to $1.00 per line or prepaid transaction effective January 1, 2020, and further increased to $1.25 effective January 1, 2021. Before this change from 2019's HB 2449, the rate had been 75 cents since 1995. The new tax increase on 9-1-1 expires January 1, 2030. Most cities will not receive this state shared revenue directly, as the city share is directed to the public safety answering point (PSAP) provider connected to the statewide network, and most of these are managed by counties or a regional entity, rather than a city. The PSAPs are only partially funded through the state's Emergency Communications Tax, with the balance of operating costs coming primarily from property taxes. Local governments receive approximately 60% of 9-1-1 taxes, but the taxes generally covered less than 25% of the costs of total PSAP operations before the recent rate increases. Ratios of individual PSAP costs to taxes received vary. The local government share of the state tax is distributed 1% to each county, with the remainder distributed per capita.

STRENGTHENING ECONOMIC AND WORKFORCE DEVELOPMENT

RECOMMENDATION: The LOC will support efforts to modernize and strengthen Oregon's existing economic development programs while advocating to maintain local flexibility and autonomy over local revenues. The LOC's advocacy includes strengthening and increasing funding for current state programs like Enterprise Zones (EZ), Long Term Rural Enterprise Zone (LTREZ), the Strategic Investment Program (SIP), the Industrial Site Loan Fund, Brownfield programs, and infrastructure programs, as well as new efforts to support a healthy economy.

The LOC will also support efforts to strengthen Oregon's workforce development initiatives that help to meet critical workforce shortages experienced by public and private employers throughout the state. The LOC will advocate for policies and investments that strengthen local talent pipelines, expand access to workforce education and training, and help communities recruit and retain the skilled workforce needed to support and grow a healthy economy.

Background: Communities across the state have leveraged local economic development incentive programs (Enterprise Zones (EZ), Long Term Rural Enterprise Zone (LTREZ), Strategic Investment Program (SIP), etc.) to support strong local economies, community investment, and long-term economic growth. These programs are intentionally designed to provide local governments with flexibility to attract and retain industries that align with local economic priorities, infrastructure capacity, and workforce needs. The EZ and LTREZ programs provide local governments the option to offer a temporary full exemption from property taxes for qualified new business investment, while the SIP program allows local governments to offer a 15-year partial exemption on the value of new property exceeding a specified investment threshold.

These incentive programs are critical tools for maintaining Oregon's national competitiveness and generating substantial long-term benefits through job creation, enhanced economic activity, infrastructure investment, and increased tax revenues. Local governments absorb the primary impact of temporary property tax exemptions and provide the infrastructure and public services necessary to support development, while the state realizes significant revenue gains through increased income tax collections and broader economic activity generated by these investments. As the state increasingly benefits from local economic development efforts, it should also be a stronger financial partner in supporting and sustaining these programs. Preserving local discretion, predictability, and flexibility within economic development programs remains essential to ensuring communities can effectively compete for and support major economic development opportunities.

Public and private employers across the state are having trouble filling critical workforce needs. As an example, Oregon respondents to the 2025 Associated General Contractors of America Workforce Survey indicate that 56% expect to hire new employees and 54% have increased headcount in the last year. However, 52% of respondents report trouble hiring due to a lack of qualified and credentialed candidates. This challenge rings true for cities. Cities have reported trouble filling wastewater treatment positions due to lack of qualified candidates, while community colleges are neglecting to start programs because of the high cost of running them.

Transportation Committee

LOC Contact: Nicole Stingh, nstingh@orcities.org

2027 TRANSPORTATION PACKAGE

RECOMMENDATION: The LOC supports a robust transportation package that supports Oregon's multi-jurisdictional, multi-modal, and safety-oriented transportation system. Recognizing that Oregonians don't always know who owns what route they rely on, any revenue should support our shared transportation system. The LOC believes this is most effective through a statewide revenue source rather than more administratively burdensome and inequitable local revenue methods that are unable to ensure that all users pay their fair share (including through user fees).

Cities and locally owned transportation systems rely on a strong state partner to meet our shared goals of a system that moves people from "point a to point b" safely and effectively. In addition, the conditions of state and county routes impact cities by both directing additional traffic on city streets and affecting how residents get to where they need to go safely. This requires system expansion to be secondary to restoring funds in grant programs and transit services, protecting existing programs, and an overall focus on operation and maintenance.

Background: After a failed package in 2025, efforts are underway on a 2027 package to address the known need for state, county, and city infrastructure. The State Highway Fund (SHF) is the primary revenue source for the state's transportation infrastructure, and comes from various sources, including gas and diesel tax, weight mile tax, vehicle registration fees, vehicle title fees, and driver's license fees. These funds are distributed using a 50-30-20 formula, with 50% going to the state, 30% to counties, and 20% to cities. Continued investment in transportation infrastructure is critical for public safety objectives such as the Safe Routes to Schools and the Great Streets programs. In addition to those grant programs, local communities rely on the Statewide Transportation Improvement Fund and Oregon Community Paths resources. These programs are essential in cities to support efficient, convenient, safe, cost-effective transportation systems that are open to all members of our communities.

CAUTIOUS ADOPTION OF AUTONOMOUS VEHICLES

RECOMMENDATION: The LOC will advocate for necessary tools to support communities as autonomous vehicles (AVs) come to Oregon, particularly for private for-hire AVs. Cities are proactively and cautiously preparing for new technology, like autonomous vehicles, and it's crucial to get the regulations right to ensure proper coordination, alignment between all stakeholders, and flexibility as the technology is evolving rapidly.

AVs will impact city goals and requirements, ultimately impacting their transportation system plans. Cities must not be preempted in their ability to permit (as it relates to private for-hire AVs) and regulate the use of this new technology on city infrastructure. Cities should have the ability to:

- Ensure AVs follow the rules of the road and can receive traffic violations like human drivers, and that law enforcement officials are trained on ways to disengage an AV;
- Require geofenced areas to have operational standards based on the local needs or goals (like limiting 0 passenger trips), to accommodate special events, or to address infrastructure challenges that prevent safe deployment of technology;
- Allow revenue generation to offset costs for training law enforcement and first responders; and
- Limit the number of AVs that are allowed to operate in a city, potentially scaling up as predetermined performance benchmarks are reached.

At the same time, the LOC supports federal authority to determine if and when an AV is street ready. In addition, the state should determine cyber safety standards, insurance requirements, vehicle registration, and other activities.

Background: With new technologies comes new and unforeseen challenges and opportunities. AVs offer the ability to improve traffic safety by limiting human error, as industry data shows. AVs could also promote other economic activity and create access to our transportation system. At the same time, there are key risks to mitigate as we learn lessons from cities across the nation that have operated with AVs. One lesson – a slow rollout will help companies identify and address issues as they arise. From navigating weather to power outages, San Francisco transportation officials have learned a lot and shared that with the LOC's Transportation Policy Committee. Despite AVs being in operation for years, the California Department of Motor Vehicles recently created rules around traffic citations for AVs nearly two years after their state legislature passed authorizing legislation. Oregon would benefit from waiting until the technology has advanced, being a fast follower rather than an early adapter. In addition, Oregon should balance support for industry and competition with public trust and public good.

In addition, for more than 40 years, the state of Oregon has recognized that for-hire services like taxis and other vehicles for-hire are a necessary part of the transportation system and has left regulation to local authorities (see ORS 221.485, ORS 221.495). Private for-hire AVs should have higher standards for city regulation versus privately owned vehicles.

CITY SUPPORTED STREET SIGN TRADITIONS

RECOMMENDATION: The LOC will advocate to allow cities to support community activities and fundraisers through signs on light poles. Many cities hang signs on street light poles to recognize holidays, and in some cases these signs are sold as a fundraiser to support chambers, downtown organizations, or other community causes (examples include Mother's Day flowers and Christmas ornaments). State statute prevents this if the sign is visible from a state highway. The LOC will work to create flexibility for cities to support these fundraisers even if they are visible from a state highway.

Background: State statute prevents "advertising signs" within view of state highways, even if they are not on state right-of-way. The state considers advertising to be any exchange of compensation, regardless of its intended purpose. While this is a long-standing statute that is not actively consistently enforced, it has recently prevented one community from supporting a fundraiser for their downtown association. The LOC Transportation Policy Committee is flexible on the solutions and has directed staff to work with the Oregon Department of Transportation on bill language to address this in the least administratively burdensome manner, which will likely include a waiver for fundraising efforts that are endorsed by a city.

Water and Wastewater Committee

LOC Contact: Michael Martin, mmartin@orcities.org

INFRASTRUCTURE FUNDING

RECOMMENDATION: The LOC will advocate for increased and sustained investments in drinking water, wastewater, stormwater, and water reuse infrastructure needed to support housing production, economic development, public health, and environmental protection. This includes: expanding flexible, low-cost financing tools that reduce ratepayer burden; supporting infrastructure capacity needed for housing and economic development; investing in aquifer storage and recovery projects; protecting system development charge authority; and sustaining infrastructure financing programs, including the Special Public Works Fund, which help communities address critical infrastructure needs. The LOC will advocate for policies that recognize the increasing costs associated with regulatory compliance, environmental protection, and workforce needs.

Background: Water infrastructure (drinking water, wastewater, stormwater, and reuse) is essential to supporting housing production, economic development, public health, and environmental protection in communities across Oregon. Cities own and operate drinking water, wastewater, stormwater, and water reuse systems that require ongoing investment to maintain reliability, comply with state and federal regulations, and serve existing and future residents.

The 2024 LOC Infrastructure Survey identified approximately $6.4 billion in water infrastructure needs statewide. Cities continue to face increasing costs associated with aging infrastructure, regulatory compliance, environmental requirements, workforce challenges, and inflationary factors.

Without adequate infrastructure capacity, communities may struggle to accommodate needed housing development and economic growth. State investments should support direct infrastructure projects and proven financing programs that help communities plan, construct, and upgrade critical facilities. State programs like the Special Public Works Fund play an important role in helping communities address critical infrastructure needs.

WATER REUSE

RECOMMENDATION: The LOC will advocate for policies and investments that support the development and expansion of water reuse projects throughout Oregon. This includes: funding for planning, design, and construction; clear and predictable regulatory pathways; and technical assistance for local governments. The LOC will support maintaining local flexibility to implement community-specific reuse solutions that protect public health and environmental quality.

Background: The Legislature has recognized the value of water reuse through House Bill 2169 (2025). Despite growing interest in water reuse, many communities face financial, technical, and regulatory barriers that limit the development of water reuse. Cities need funding, technical assistance, and regulatory certainty to evaluate and implement reuse projects that meet local needs. As Oregon continues to invest in water infrastructure and community resilience, water reuse should be recognized as an important tool that complements existing water management strategies and helps communities achieve long-term sustainability goals.

RATEPAYER ASSISTANCE

RECOMMENDATION: The LOC will advocate for improved affordability for drinking water and wastewater customers while maintaining the financial stability necessary to operate, maintain, and improve local utility systems. This includes state-supported water and wastewater ratepayer assistance programs, and policies that consider affordability impacts on residents.

Background: Cites face the challenge of balancing affordability for residents with the investments necessary to maintain safe and reliable utility systems. State-supported ratepayer assistance programs and increased participating in infrastructure funding can help reduce financial burdens on households while preserving the financial sustainability of local utilities and ensuring continued access to essential water services. In 2025, the Legislature introduced House Bill 3527, which requested $11 million to continue funding the program, but the bill did not advance out of the budget committee.

WATER WORKFORCE DEVELOPMENT

RECOMMENDATION: The LOC will advocate for investments in workforce development programs that support the recruitment, training, certification, and retention of drinking water and wastewater professionals. This includes: support for operator-in-training and apprenticeship programs; certification and reciprocity improvements; regional training opportunities; and funding that helps communities develop and maintain a qualified water workforce.

Background: Oregon cities depend on certified operators and other utility professionals to provide safe drinking water, protect water quality, maintain regulatory compliance, and operate increasingly complex infrastructure systems. Water utilities across the state face growing challenges of recruiting, training, and retaining qualified personnel.

Investments in workforce development, training infrastructure, and career pathways will help ensure communities have the skilled workforce necessary to operate and maintain critical water infrastructure systems. The Legislature recently recognized the importance of this workforce with House Bill 4007 (2026), which established a “Water Professionals Appreciation Week” annually in October.